

1. Our contract & definitions

1.1 These Terms of Business (as updated from time to time) apply to all work we do on your behalf. It is an important document, please read and keep it in a safe place for future reference.

1.2 Engagement letter: means the letter sent by us to you when you instruct us on a new matter or the general retainer agreement confirming your instructions and setting out the scope of the work, we will carry out for you, our fees and individual contact details. This is also known as 'Client Care Letter' in the legal profession.

1.3 These Terms of Business should be read together with the Engagement Letter, together they form the contract between us.

1.4 If there is any inconsistency between our Terms of Business and the Engagement Letter, the Engagement Letter will take priority.

1.5 Your continuing instructions in this matter will amount to your acceptance of these Terms of Business. Unless otherwise agreed, these Terms of Business will apply to all future instructions you give us on this or any other matter.

1.6 This contract and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.

1.7 These Terms of Business are intended to be relied upon by you only and not by any third-party. Subject to anything to the contrary in these Terms of Business, or confirmed in writing, it is agreed by you and us that no third-party shall have the right to enforce or rely on any of the terms under the Contracts (Rights of Third Parties) Act 1999.

1.8 Where we say 'we', 'us', 'our' or 'the firm' in these Terms of Business, we mean City Legal Services Limited (trading as City Legal Solicitors). We use the term 'partner' to refer to a director of City Legal Services Limited.

1.9 Where we say 'you' or 'your' in these Terms of Business, we mean the client identified in the Engagement Letter and anyone authorised to give instructions on that client's behalf.

2. Legal & Regulatory Information

2.1 City Legal Services Limited trading as City Legal Solicitors is a company incorporated in England and Wales with registered number 09179580, registered office at Unit 3, Churchill Court, 58 Station Road, Harrow, HA2 7SA.

2.2 You can find details of the postal address, fax number, telephone number and email address of our office on our website, which can be accessed at citylegalsolicitors.co.uk/contact-us.

2.3 City Legal Services Limited is authorised and regulated by the Solicitors Regulation Authority (SRA), The Cube, 199 Wharfside Street, Birmingham, B1 1RN. The SRA is the independent regulatory arm of the Law Society of England and Wales, our professional body. City Legal Services Limited and our solicitors are governed by Codes of Conduct and other professional rules, which you can access on the SRA's website at www.sra.org.uk or by calling 0370 606 2555. Our SRA authorisation number is: 834730. All services provided by City Legal Services Limited are regulated by the SRA.

2.4 Legal services provided by the firm may be delivered by any of the following categories of personnel:

- a) solicitors holding a current practising certificate issued by the SRA;
- b) registered foreign lawyers (RFLs) registered with the SRA;
- c) immigration paralegals or analysts; or
- d) any other individual working under the supervision of a qualified solicitor.

Not all work on your matter will necessarily be performed personally by the supervising solicitor named in your Engagement Letter. The firm operates a supervision framework in accordance with the SRA Standards and Regulations, ensuring that all work is carried out under adequate supervision and that the supervising solicitor retains professional responsibility for the quality and accuracy of all work product delivered to you.

2.5 We are registered for VAT purposes. Our VAT registration number is 330 8553 13.

2.6 The normal hours of opening at our offices are between 9.AM and 5 PM on weekdays (excluding UK bank holidays). Messages can be left on the voicemail service, or by email, outside those hours. Appointments can be arranged at other times and locations when this is essential

3. Scope of our services

3.1 The scope of the services we will provide is set out in the Engagement Letter.

3.2 We will provide legal advice and services to you with reasonable care and skill. However, the nature of many types of legal work means that it is not possible to guarantee a particular outcome. The legal services provided under your engagement may involve work performed by various categories of qualified and supervised personnel as described in clause 2.4. Work on your matter may also be supported by AI tools (subject to clause 18) and by overseas personnel (subject to clause 5.4). In all cases, the supervising solicitor named in your Engagement Letter retains professional responsibility for the services delivered to you.

3.3 We will only advise on the law applicable in England and Wales. If you require advice on the laws in other jurisdictions, we will, with your agreement, instruct lawyers practicing in those laws to give such advice, on the same basis as we engage other third parties on your behalf

3.4 Our role and advice will be strictly limited to advising on the legal issues raised in your instructions.

3.5 Advice given, and documents prepared by us, reflect the law in force at the time of delivery and, unless otherwise agreed in writing, are for use only in connection with the specific work on which we are instructed. You should review your legal documentation and procedures from time to time to ensure compliance with changes in law.

3.6 If you ask us to obtain advice from another law firm, that firm will be responsible for the service and advice they provide.

3.7 Any advice provided by us will be based and be dependent upon the instructions, information and documentation supplied by you and/or your Company and you and/or your Company and other advisers, agents and employees. We will not be responsible for any consequences which may arise from a delay or failure by you, or them, to give us the instructions, information and documentation which we require to undertake your work.

3.8 Unless specifically agreed in writing, we do not provide any employment law advice, commercial contract advice, financial advice, tax work or advice (or any work required as a result of any of the parties' tax planning), accountancy advice, pensions or pension planning, or advising on the fairness or reasonableness of any transaction. The responsibility for instructing your accountant, tax specialist or financial adviser will, unless otherwise agreed in writing, be yours

4. Our aim and service standards

Our aim is to provide you with the highest quality legal advice with a personal service at a fair cost. As a start, we hope it is helpful to you to set out in this statement the basis on which we will provide our professional services.

4.1 You give us full authority to act for you to the extent necessary or desirable to provide the Services. In particular, we may engage barristers, specialists and other third parties and incur on your behalf reasonable expenses of a type which it is deemed necessary or desirable to incur in relation to the Services instructed to act upon.

4.2 If we require, you will contract directly with any third party so engaged by us and assume direct responsibility to them for the payment of their fees and expenses.

4.3 We will carry out the work in a prompt, efficient and professional manner and in accordance with the following service levels.

4.4 We will keep you updated with the progress of your work as described in the Engagement Letter.

4.5 We will communicate with you in plain language and by such method as you may request. Unless you withdraw consent, we will communicate with others by such method, but we cannot be responsible for the security of the communication.

4.6 We will treat you fairly and with respect.

4.7 We will explain to you the work required as your matter progresses.

4.8 We will keep you updated on whether the likely outcomes still justify the likely costs and risks associated with your work whenever there is a material change in circumstances.

4.9 We will continue to review whether there are alternative methods by which your work can be funded.

4.10 We will keep you updated on the likely timescales for each stage of the work and any important changes in those estimates.

4.11 We will inform you if any unforeseen additional work becomes necessary (for example, your requirements circumstance significantly change). We will also inform you of estimated costs in writing before any significant extra charges and expenses are incurred.

4.12 We will advise you of any changes in the law that could affect your matter

4.13 We will update you on the cost of your matter at least every 6 months or as agreed on the engagement letter.

5. People responsible for your work

5.1 The supervising solicitor responsible for the overall supervision of your matter will be named in your Engagement Letter. The fee earner responsible for the day-to-day conduct of your matter will be confirmed to you in writing as soon as your matter is allocated, which will ordinarily be within 5 working days of acceptance of the engagement. In some cases, there will be a dedicated team of people to look after your matter.

5.2 The supervising solicitor named in any Engagement Letter will be primarily responsible for the provision of our services. That solicitor has discretion to deploy any of our solicitors, registered foreign lawyers, trainee lawyers, paralegals, analysts, or other staff as they deem necessary or desirable to ensure appropriate delivery of the services. This may include personnel based outside the United Kingdom who work exclusively for the firm, carrying out tasks such as document preparation, research support, case administration and data entry. The supervising solicitor retains full responsibility for all work product regardless of who performs the underlying tasks.

5.3 We will try to avoid changing the people who handle your work, but if this cannot be avoided, we will inform you promptly.

5.4 All personnel involved in your matter, including those based outside the United Kingdom, are engaged through entities subject to contractual confidentiality, data protection and professional conduct obligations equivalent to those applying to our UK-based staff. Where personal data is transferred outside the United Kingdom in connection with the delivery of services, such transfers are subject to appropriate safeguards in accordance with UK GDPR. Please see our Privacy Policy for further information.

5.5 If you would prefer that no personnel based outside the United Kingdom are involved in your matter, please inform your supervising solicitor and we will accommodate your preference where reasonably practicable.

6. Authority to give instructions

Unless we are acting for you personally you should tell us, at the outset of a matter, who is properly authorised to give us instructions. Unless advised otherwise, we will assume that we are authorised to accept instructions from any person whom we reasonably believe to have authority to give instructions to us (this will include, in the case of a corporate entity, any of your Directors, Officers and Employees) and that we may act on instructions given orally, in writing or electronically.

7. Your Obligations and Acknowledgement

7.1 You will:

- a) give us clear and timely instructions, information and such material necessary or desirable for us to perform the Services for you;
- b) deal with all queries in a prompt and courteous manner;
- c) notify us of any restrictions or issues which you are aware of which may impact on our ability to carry out the work;
- d) notify us immediately if you become aware of any conflict of interest or other reason which you believe will restrict or prevent us from acting for you;
- e) notify us immediately of any change in your details including your name, address or other information about you. We shall be entitled to charge you for costs of any third party used to trace you due to your failure to comply with this requirement;
- f) ensure that all information provided to us is complete in all material respects and not misleading.
- g) safeguard any documents that are likely to be required for disclosure

7.2 If you are a company, we shall be entitled to assume that these Terms have been brought to the attention of, and have been accepted by, all directors and authorised officers of the company.

7.3 You acknowledge that:

- a) We shall not be responsible for failure to advise or comment on any matter which falls outside the scope of the work as described in the Engagement Letter.
- b) Our legal services and advice provided pursuant to these Terms of Business are for your benefit only and cannot be used or relied upon for any other purpose or by any other person other than you without our prior written agreement.
- c) Where we act for two or more clients jointly it is on the clear understanding that we are authorised to act on instructions from either, both or any of them.
- d) We shall not be deemed to have knowledge of information from previous engagements for the purposes of the provision of the work referred to in the Engagement Letter. If you intend us to use any information already made available to another Team in the Firm as part of another engagement, you should inform us of this in writing and provide such information to us promptly.
- e) If our services are provided during the course of a recruitment activity undertaken by us, our associates, your prospective/current employer, or any connected parties, you agree that you have not been charged or going to be charged a fee for finding or trying to find you work by any parties involved and our legal services are offered or provided as optional and not as a condition of providing you with work-finding services by any parties.
- f) We have a professional duty to uphold the rule of law and the proper administration of justice and must comply with our duties to the court, even where this conflicts with our obligations to you.

8. Limitations of liability

8.1 Your contract is solely with City Legal Services Limited, which has sole legal liability for the work done for you and for any act or omission in the course of that work. No representative, member, director, officer, employee, agent or consultant of the firm will have any personal legal liability for any loss or claim.

8.2 Unless explicitly agreed otherwise, in writing we do not owe, nor do we accept, any duty to any person other than you; and we do not accept any liability or responsibility for any consequences arising from reliance on our advice by any person other than you.

8.3 Unless specifically stated in the Engagement Letter, or otherwise agreed between us in writing, we are not responsible for reminding you of key dates or other time sensitive actions.

8.4 We shall not be liable in any way for failure or delay in completing the Work if this is due to activities beyond our reasonable control.

8.5 Our maximum liability to you (or any other party we have agreed may rely on our services) in relation to any single matter or any group of connected matters which may be aggregated by our insurers will be £3,000,000 including interest and costs unless we expressly state a different figure in the Engagement Letter.

8.6 We will not be liable whether direct or indirect for losses not caused by any breach of contract or tort on the part of the firm, loss of revenue, loss of profit, loss of or corruption to data, loss of use, loss of production, loss of contract, loss of opportunity, loss of savings, discount or rebate (whether actual or anticipated), harm to reputation or loss of goodwill and any other losses that were not foreseeable to you and us when this contract was formed.

8.7 Nothing in these Terms of Business shall exclude or restrict our liability in respect of death or personal injury caused by our negligence, fraud or fraudulent misrepresentation, any losses caused by wilful misconduct or dishonesty and any other losses which cannot be excluded or limited by applicable law.

8.8 We accept no liability or responsibility for the acts or omissions of any experts, consultants or other third parties instructed by you or on your behalf. You acknowledge that you shall be solely responsible for the work and fees of any expert, consultant or third party engaged by you or on your behalf in the matter regardless of whether or not it was an introduction by the Firm

8.9 The provisions in this clause are considered by the Firm to be reasonable. However, should a court consider for whatever reason that any of the provisions are not binding, the other provisions in this clause will still apply.

9. Conflicts of Interest

9.1 In the event that a conflict of interest arises after receiving your instructions we will inform you as soon as possible.

9.2 Our procedures are designed to prevent us acting for one client where there is a risk of a material conflict with the interests of another client. If you are aware, or become aware of a possible conflict of this type please raise it immediately with the person dealing with your matter. If a conflict of this nature arises, then it will be up to us, taking account of legal constraints, professional rules and your (and the other client's) interests and wishes, to decide whether we should continue to act for both parties, for one only or for neither. You accept that if a conflict of interest does arise, we may have to cease acting for you or we may require you or any other party involved in the matter (for example your spouse, partner or other person closely associated with you or a director or shareholder in a company) to take independent advice.

10. Limited Companies and Limited Liability Partnerships

10.1 When we accept instructions from a limited company or limited liability partnership, we may require the directors or members and/or controlling shareholders personally to guarantee our charges and expenses. If such a request is refused, we will be entitled to stop acting and will require immediate payment of our charges and expenses.

10.2 By agreeing to these Terms of Business you acknowledge and accept that you have notified all relevant directors or members and/or shareholders of the personal guarantee and that they have accepted and agreed to the same.

10.3 The companies or partnerships making upfront payments for our charges and expenses (payments on account) are excluded from providing any personal guarantee.

11. Our fees and payment to others

11.1 Our fees and charges will be calculated on the basis set out in our Letter of Engagement or as otherwise agreed with you. We normally operate a fixed fee arrangement which will be agreed with you in advance. If we operate on hourly rate basis, we will inform this to you on our engagement letter and will maintain a record of the time spent on your matter by our legal and other staff.

11.2 Time spent can include advising, meeting with you and others, document preparation, correspondence (including emails) research, telephone calls, travelling, costing work and quality compliance. We may arrange for some aspects of this work to be carried out by persons not directly employed by us.

11.3 Our current charge out rates vary according to the seniority of the lawyer, and expertise and your instructions will indicate the level appropriate to providing an efficient and economic service. A

copy of the current rates is available from our Head Office on request. They are reviewed periodically to reflect increases in overhead costs and inflation. We will inform you in advance of any variation in the rate.

11.4 If the matter is particularly complex, urgent or requiring specialist expertise an additional charge may be made to that calculated on the basis of time spent. This value element may be reflected as a percentage or a fixed sum and reflects the importance of the transaction and the consequent responsibility falling on the Firm and will be explained to you in the Engagement Letter.

11.5 Occasionally, we may arrange for some of the Work to be undertaken by persons not directly employed by the Firm. We will inform you if there will be a cost to be paid by you.

11.6 We may have to pay out various expenses on your behalf which we consider necessary in dealing with your Work (known as disbursements), for example, the Home Office fees, court fees, Visa facilitation centre fees, courier charges and the fees to barristers and other experts. You accept that we have no obligation to make such payments unless you have provided us with funds for that purpose. We may ask you to provide us with funds on account before any Work is undertaken. However, if we do not and payment is made you will be required to reimburse us when requested.

11.7 We may also make other charges which have not been included in our hourly rates or fixed fee charges, including:

- a) Car travel at our current rate per mile and other, travel and subsistence costs in the amounts incurred by us, together with vat.
- b) Electronic payments and other bank charge
- c) Retrieval and transfer of documents
- d) Carrying out anti money laundering, anti-fraud and identity checks
- e) Top-up of professional indemnity premiums if you require cover over and above the limit of indemnity of our insurance referred to in clause 8 above.

11.8 Your liability for our charges and disbursements, unless otherwise agreed, commences from the time that we are instructed and includes the initial advice given as well as any subsequent Work carried out pursuant to that advice.

11.9 In the Engagement Letter you will be given an estimate of the charges based on the information available at that time. However, in some matters it is not possible to state at the outset how much time will be spent, what complexities we may face and therefore exactly what the charges will be. The person responsible for the day-to-day management of your Work will be able to give you an approximate indication of the amount of charges incurred at any given time and discuss any other factors which may affect the final fees.

11.10 If at any stage you are concerned about costs, please consult us. An upper limit can be set, at your request or ours, on the amount of fees which may be incurred without further reference to you.

11.11 If work which we have undertaken for you does not proceed to a conclusion or you terminate your instructions, we will charge only for work done up to the point where the matter proves abortive or the instructions terminated, and for any disbursements paid on your behalf.

11.12 All fees and expenses are subject to any applicable VAT.

11.13 We are entitled to settle your invoice from monies held by us on your behalf and/or to retain your files, documents and securities until all our invoices have been settled in full (this is known as a "lien").

12. Litigation Costs

12.1 In litigation matters you will be advised in advance as to the prospects of success of your action and whether you are likely to achieve a Court Order for the other party to contribute towards your legal costs.

12.2 You acknowledge that this Firm is employed by you and that you are personally responsible for the payment of our fees and disbursements, regardless of an order for costs made against opponents. In addition, if your case is unsuccessful, you will probably have to pay your opponent's costs as well as your own. If you are successful in your case and the other party is ordered to pay your costs, there are circumstances in which you will still have to pay some or all of our fees, for example:

- a) Where the other party does not pay promptly, or at all.
- b) Where the court orders the other party to pay you less than our full fees, leaving a balance which you will need to pay to settle our account.
- c) Where the other person's contribution cannot be recovered, for instance where they are incapable of paying or are Publically Funded (Legally Aided).

12.3 In cases before tribunals, costs ordered are very rarely made against unsuccessful parties and you should not expect to recover any of our fees and disbursements even if you are successful.

12.4 If you have legal expenses insurance, you should also be aware that insurers rarely pay costs and disbursements before completion of the case, and you will remain liable to pay our costs and disbursements at the end of your case, if you have not yet been indemnified by your insurers.

13. Payment of fees & expenses

13.1 You are liable to pay legal costs as set out in the Engagement Letter, which also states the arrangements for billing. We will usually discuss this with you at the outset of your matter.

13.2 We may send our invoice to you electronically (e.g., by e-mail) and your continued instructions confirms that you are happy for this. If you do not wish us to send your invoice electronically, please let us know as soon as possible.

13.3 Our bills become due for payment immediately after you receive them and in the currency in which they are submitted, unless alternative arrangements are set out in the Engagement Letter.

13.4 You agree where money is held in our client account on your behalf or on behalf of your company, that when we send a bill to you for work that has been done, we are entitled as soon as the bill is delivered to transfer sufficient monies to settle the bill from our Client Account to the firm's office account. You further agree that we may make such transfers even where the bill is disputed on the basis that we will immediately re-credit the client account with any monies found by our complaints investigation or other proper authority to be in excess of the sums that are properly payable under the bill.

13.5 In the event of monies being paid to the credit of your client account when there are outstanding fees or other sums due to us, you agree and authorise us to forthwith transfer funds equivalent to the amount of the debt due to us from your client account to the credit of our office account and thereby discharge your debt. If the funds held are less than the full amount of the debt, then you agree to us transferring to our office account the entirety of the funds on your client account in part settlement of the debt.

13.6 Please inform us if you would like a third party to be responsible for paying our bills or any part of them. We must approve this in advance and we will need the party's name, contact details and any other information or identification documents we

request. It is your responsibility to pay our bills even if someone else has agreed to pay some or all of them and our bills will still be addressed to you. If someone else does pay some of our bills, you are responsible for paying the rest.

13.7 We will usually confirm to you by post or email the appropriate method by which you can pay money to us depending upon the type of work we are doing for you. The usual methods that we will accept are:

- a) Personal cheque paid into our account at least 6 clear working days prior to use.
- b) Cheque drawn on a building society account or a banker's draft (i.e. a cheque or draft signed by the bank or building society) paid into our account at least 6 working days prior to use.
- c) By credit or debit card at our office or on our website. We reserve the right to charge an administration fee for payment made by credit or debit card. The administration fee will be explained at the time of payment.
- d) By direct transfer into our Bank. Our Bank details will only be provided to you to enable you to pay money into our account by direct transfer and you will not be authorised to use our account details for any other purpose.
- e) By Direct Debit for any recurring fees.
- f) Cash up to a maximum of £1,000, subject to our anti-money laundering policy (see 15 below).

13.8 We will usually confirm to you in writing the method by which money due can be paid to you. The usual methods are:

- a) Direct into your Bank account via Telegraphic Transfer or other means. The cost of arranging this will be deducted from the monies due to you.
- b) By cheque made payable to you.
- c) Payments will not be made in cash and in all cases, payment will be made by cheque in your favour, or into an account in your name. If you want us to pay money out into the name of someone other than yourself, please tell us at an early stage in the matter, including the reason for such payment. We reserve the right to refuse to make payment to a third party without giving an explanation.

13.9 If an invoice remains unpaid after 7 days (or such longer period as we may specify in the Engagement Letter), you agree that the Firm shall be entitled to:

- a) charge interest on the overdue amount on a daily basis at 8% per annum from the date of the invoice;
- b) apply any funds held in our client account on your behalf for the payment of any unpaid invoices in respect of any Work dealt with by us on your behalf, except for those funds which are held by us for a specific purpose; and
- c) Charge an administration fee of £50 plus VAT.
- d) Suspend or terminate the provision of all or any Services being undertaken by the Firm (and instruct any third party engaged by us to suspend the provision of their services) and may invoice you for all accrued fees and expenses.

13.10 If we cease acting for you for whatever reason, you will be liable for all charges and disbursements incurred up to the time we cease acting for you. In addition, you will also be liable for any further charges or disbursements incurred (e.g.) applying to the court for the Firm to be removed from the Court's record as acting for you.

13.11 You are under an obligation to advise us of any change of your name or address. Your failure to do so will result in an agent being instructed to trace your location. You will be liable for all of our costs, expenses and fees incurred as a result of such action.

13.12 We are under an obligation to issue our invoices in the name of the client who instructs us, regardless of whether it is being paid by a third party.

13.13 Where we are instructed by more than one person jointly, liability for payment of our fees, disbursements and vat is shared by those persons on a joint and several basis and we may recover payment from any one or more of those persons individually or together regardless of any agreement reached between them.

13.14 In addition to any other right we may have, we can exercise a 'lien' and retain your files, documents, property and funds held by us on your behalf until all payments due from you have been paid.

13.15 Fees and expenses are subject to value added tax (vat) at the appropriate rate and will be added to the invoice.

13.16 You have the right to challenge or complain about our bill. Please see clause 20 for details of how to complain about our bill.

13.17 You have the right to challenge our bill by applying to the court to assess the bill under the Solicitors Act 1974. The usual time limit for applying to the court for an assessment is one month from the date of delivery of the bill.

14. Money held by us and interest payments

14.1 Where we hold money on a client's behalf, in accordance with the SRA Accounts Rules, it is our policy that we will pay the client a sum of money in lieu of interest on a fair and reasonable basis. Interest will accrue at the rate payable by the Firm's bank on instant access deposit. This rate may be less than that which you could have achieved if you invested the money yourself. We are not obliged to hold your funds in a high interest account.

14.2 A sum in lieu of interest will be payable on amounts held in our general client account on the following basis:

- a) the period for which interest will be paid normally runs from the date the funds are received by us cleared in our account until, where paid electronically, the date when the funds are sent or, where paid by cheque, the date(s) on the cheque(s) issued to the client
- b) the rate of interest paid to clients will be in line with our bank's published interest rates on Client Deposit Accounts over the period when interest is due
- c) all sums that are paid to the client will be paid as a gross amount

14.3 We will not account to the client for any sums in lieu of interest in the following situations:

- a) on money held for the payment of a professional disbursement if the person to whom the money is owed has requested a delay in settlement
- b) on money held for the Legal Aid Agency
- c) on money on an advance to us to fund a payment on the client's behalf in excess of funds already held for the client
- d) where the total amount of interest calculated over the course of the matter is £50 or less
- e) otherwise, where there is an agreement to contract out of the provisions of our client interest policy.

14.4 Unless agreed otherwise, we hold client money in various accounts with UK banks regulated by the Financial Conduct Authority (FCA).

14.5 We will never tell you about changes to important business information, such as bank account details, by email. Please inform us immediately if you receive any email or other communication purporting to be from the firm stating that we have changed our bank details or payment arrangements.

14.6 We will not be liable under any circumstances for losses, including bank deposits, incurred as a result of the failure of the Bank or banking systems or procedures.

14.7 We are not liable for any losses you suffer as a result of any bank in which we hold client money being unable to repay depositors in full. You may, however, be protected by the Financial Services Compensation Scheme (FSCS). The FSCS is the UK's statutory fund of last resort for customers of banking institutions. The FSCS can pay compensation up to £85,000 if a banking institution is unable, or likely to be unable, to pay claims against it. The limit is £85,000 per banking institution. If you hold other personal money in the same banking institution as our client account[s], the limit remains £85,000 in total. Some banking institutions have several brands. The compensation limit is £85,000 per institution, not per brand.

14.8 In the unlikely event of a deposit-taking institution failure, we will presume (unless we hear from you in writing to the contrary) we have your consent to disclose necessary client details to the FSCS.

15. Identity, Disclosure and Prevention of Money Laundering Regulations

15.1 To comply with anti-money laundering, counter-terrorist financing and counter-proliferation financing requirements, we are likely to ask you for proof of your identity and we may conduct searches or enquiries for this purpose. We may also be required to identify and verify the identity of other persons such as directors or beneficial owners. If you or they do not provide us with the required information promptly, your matter may be delayed.

15.2 You agree that we may make checks using online electronic verification systems or other databases as we may decide.

15.3 You must not send us any money until we have told you these checks have been completed.

15.4 We will not usually charge you for identification and verification checks, but we reserve the right to do so where the checks are likely to be significantly more involved than we would normally expect.

15.5 We may ask you to confirm the source of any money you have sent us or will send us. If you do not provide us with that information promptly, your matter may be delayed.

15.6 Any personal data we receive from you for the purpose of preventing money laundering, terrorist financing or proliferation financing will be used only for that purpose or:

- a) with your consent; or
- b) as permitted by or under another enactment.

15.7 We are professionally and legally obliged to keep your affairs confidential. However, we may be required by law to make a disclosure to the National Crime Agency where we know or suspect that a transaction may involve money laundering, terrorist financing or proliferation financing. If we make a disclosure in relation to your matter, we may not be able to tell you that a disclosure has been made. We may have to stop working on your matter for a period of time and may not be able to tell you why.

15.8 Subject to clause 8 ('Limitations on Liability'), we shall not be liable for any loss arising from or connected with our compliance with any statutory obligation, or reasonable belief we may have, to report matters to the relevant authorities under the provisions of the money laundering, terrorist financing and/or proliferation financing legislation.

15.9 Our duty to comply with the Regulations may override our duty of confidentiality (Clause 16) and we will be under no obligation to you should we need to disclose information to meet the requirements of the Regulations.

15.10 We normally only accept cash up to a limit of £1,000 to be paid into a client account in relation to a matter. If you circumvent this policy by depositing cash direct with our bank, we reserve the right to charge for any additional checks we deem necessary regarding the source of the funds.

15.11 At the start of any Work, we may ask you to confirm to us the source of any funds you will be using to fund the Work and may need to make additional enquiries about this and the identity of any third party who may be providing or contributing funds.

15.12 We will not be liable for any delay, loss or damage arising out of our compliance with any statutory or regulatory requirements.

16. Confidentiality

16.1 Solicitor/Client privilege requires that a solicitor shall not disclose information in relation to a client's affairs to any third party without the client's informed consent.

16.2 We will keep your information confidential, unless:

- a) you consent to the disclosure of that information;
- b) disclosure of the information is required or permitted by law or regulatory requirements that apply to us; or
- c) these Terms of Business state otherwise.

16.3 Examples of organisations we may be required to disclose your information to include:

- a) the National Crime Agency;
- b) domestic and international tax authorities;
- c) regulatory authorities
- d) Our insurers

16.4 Unless you instruct us otherwise, email will be our default method of communication. We deploy a range of information security measures, but we cannot guarantee the security of information or documents sent by email. If you do not wish us to communicate information by email, please let us know.

16.5 Sometimes we ask other companies or people to work on our files to help us deliver efficient, cost-effective legal services. This may include AI technology providers, overseas support personnel working exclusively for the firm, and other service providers carrying out tasks such as photocopying, typing, scanning, document processing or translation. We ensure all such providers operate under confidentiality agreements and data processing arrangements consistent with our legal and professional obligations, including in relation to confidentiality. Our AI technology providers are contractually prohibited from using any client data for model training. Information on these arrangements in relation to your personal data is set out in our Privacy Policy.

16.6 External organisations such as the Information Commissioner's Office or Lexcel/ISO auditors and the SRA may conduct audit or quality checks on our practice from time to time. They may wish to audit or quality check your file and related papers for this purpose. We will require that these external organisations maintain confidentiality in relation to any files and papers which are audited or quality checked.

16.7 If, when undertaking Work for you, you acquire information in respect of which you are informed that we owe a duty of confidentiality to a third party, you will keep that information confidential and not use it without our written consent.

17. Marketing, Privacy and Data protection

17.1 We use your personal data primarily to provide legal services to you, but also for related purposes such as administration, billing and record keeping and to inform you of our services and events that we think may be of interest to you.

17.2 Our use of your personal data is subject to your instructions, the UK General Data Protection Regulation (UK GDPR), the EU General Data Protection Regulation (EU GDPR), other relevant UK and EU legislation and our professional duty of confidentiality.

17.3 We take your privacy very seriously. Our Privacy policy contains important information on how and why we collect, process and store your personal data. It also explains your rights in relation to your personal data. The Privacy policy is available on the firm's website which can be accessed at citylegalsolicitors.co.uk/privacy-policy. The person responsible for data protection in our firm is Mr. Adarsh Girijadevi, who can be contacted on 020 8175 4000 or via email at adarsh@citylegalsolicitors.co.uk or by post to City Legal Solicitors, Unit 3, Churchill Court, 58 Station Road, Harrow, HA2 7SA.

17.4 Please contact us if you would like us to send a copy to you or if you would prefer us to explain our Privacy policy verbally.

17.5 We may record telephone calls and monitor emails for training, regulatory and compliance purposes.

17.6 We use third-party service providers (including cloud service providers, AI technology providers, and overseas support entities) to help us deliver efficient, cost-effective legal services. This may include document and information hosting, sharing, transfer, analysis, processing, storage, and AI-assisted review. We ensure all third-party service providers operate under service agreements that are consistent with our legal and professional obligations, including in relation to confidentiality, privacy and data protection. If you instruct us to use an alternative provider for storing, sharing or exchanging documents or information, we are not responsible for the security of the data or the provider's security standards.

17.7 We may from time to time engage third-party technology providers to assist in the delivery of services, including the operation of compliance management platforms and other technology tools. Where a third-party provider processes personal data in connection with your matter, we will ensure that appropriate data processing arrangements are in place. Where a Data Processing Addendum forms part of your engagement with us, we will notify you of any new third-party provider in accordance with that addendum. In all other cases, our Privacy Policy sets out the categories of third-party providers we use and you may contact us for further details at any time.

17.8 We may use your reviews, testimonials, company name and/or any individual's name who provided the review and your company logo for our marketing and publicity purposes including, but not limited to on our brochures, company website and/or on press releases. Please contact us by emailing compliance@citylegalsolicitors.co.uk, if you do not want us to do this or wish to restrict any channels.

17.9 We may use your personal data to send you updates (by email, text, telephone or post) about legal developments that might be of interest to you and/or information about our services, including exclusive offers, promotions or new services or products. You have the right to opt out of receiving promotional communications at any time, by:

- a) contacting us by emailing marketing@citylegalsolicitors.co.uk for opting out or updating your marketing preferences

- b) using the 'unsubscribe' link in emails or 'STOP' number in texts

18. Use of Artificial Intelligence Tools

18.1 We may use carefully selected artificial intelligence (AI) tools to support the delivery of our legal services. This includes, but is not limited to, document review, legal research, drafting assistance, summarisation, analysis, and administrative tasks. We do not use AI to provide legal advice, to make decisions about your case, or as a substitute for professional judgment. All AI-assisted output is reviewed and verified by a human, either a qualified solicitor or a person working under the direct supervision of a qualified solicitor, before it is relied upon or communicated to you.

18.2 Our approved AI platform is Claude, developed by Anthropic and provided through Anthropic Ireland Limited under commercial terms. This platform is accessed via the Claude web application, the Claude Desktop App, or other permitted tools available under our commercial plan. Anthropic Ireland Limited is contractually prohibited from using any data we submit for AI model training. Our use of AI tools is governed by our internal AI Usage Policy.

18.3 We apply a data classification system to determine how client data is handled when AI tools are used. For routine matters, data may be processed through our approved AI platform with standard contractual safeguards. For sensitive matters, including those involving special category data, vulnerable clients, or heightened confidentiality requirements, we anonymise or pseudonymise data before any AI processing. For matters where legal professional privilege is critical, or where anonymisation is impracticable, we do not use AI.

18.4 On occasion, data processed by AI tools may be transferred outside the United Kingdom and European Economic Area (EEA). Where this occurs, it will only take place where the UK has issued regulations confirming that the receiving country ensures an adequate level of protection, or where appropriate safeguards are in place such as standard contractual clauses approved for use in the UK, in accordance with UK GDPR. Our current AI provider operates through its Irish subsidiary, Anthropic Ireland Limited, under commercial terms that include appropriate international transfer mechanisms. Please see our Privacy Policy for further information.

18.5 By accepting these Terms of Business, or by continuing to instruct us, you agree that we may use AI tools in the delivery of services on your matter in accordance with this clause. AI-assisted working is part of the firm's standard service delivery model and is reflected in the pricing set out in your Engagement Letter. If you do not wish us to use AI tools on your matter, please inform your case worker or supervising solicitor and we will accommodate your preference. In such circumstances, we reserve the right to revise the fee estimate provided in your Engagement Letter to reflect any additional time required to deliver the services without AI assistance. You may request that we cease using AI tools at any point during your matter by notifying us in writing, and the same right to revise fees will apply from that point.

18.6 You may not input any advice letters, legal opinions, or other documents that we provide to you into any AI tools without our express written permission. We will not be liable for any inaccuracies, errors, or breaches of confidentiality resulting from your use of AI tools to interpret, review, summarise, comment upon, or otherwise process our advice. AI tools may alter, misinterpret, or misrepresent the advice provided and are known to produce inaccurate outputs. You should seek clarification from us directly if there are any uncertainties regarding our advice.

18.7 We will have no liability arising from any breach of confidentiality, data protection obligations, or other loss arising from your use of AI tools in relation to documents, advice, or information provided by us, except to the extent caused by our own negligence or breach of duty.

19. Professional indemnity insurance

19.1 We have professional indemnity insurance giving cover for claims against us. Our qualifying insurers are: Travelers Insurance Company Limited whose contact address in respect of claims is One Creechurch Place, Creechurch Lane, London, EC3A 5AF. Our insurance policy number is UC SOL 5643390.

19.2 The insurance covers our Work carried on from our offices in England and Wales and will extend to acts or omissions wherever in the world they occur. The relevant policy is held at the Firm's registered office.

19.3 It is a condition of our professional indemnity insurance that we notify our insurer and/or broker of any circumstances which may give rise to a claim against us. In doing so, we may disclose documents and information to our insurer, broker and insurance advisers on a confidential basis. Our insurers and brokers are contractually obliged to keep all information we pass to them strictly confidential.

20. Concerns relating to our service

20.1 We want to give you the best possible service. However, if at any point you become unhappy or concerned about the service, we have provided you should inform us immediately so we can do our best to resolve the problem.

20.2 In the first instance it may be helpful to contact the person who is working on your matter to discuss your concerns and we will do our best to resolve any issues. If you still have queries or concerns, please contact our complaints handling representative, Adarsh Girijadevi, on 020 8175 4000 or via email at adarsh@citylegalsolicitors.co.uk or by post to City Legal Solicitors, Unit 3, Churchill Court, 58 Station Road, Harrow, HA2 7SA. Making a complaint will not affect how we handle your matter.

20.3 You can read our full complaints procedure at www.citylegalsolicitors.co.uk/complaints-policy.

20.4 We have eight weeks to consider your complaint. If we have not resolved it within this time, you may be able to complain to the Legal Ombudsman. You can do so by visiting www.legalombudsman.org.uk or writing to PO Box 6167, Slough SL1 0EH. You can also send an email to Legal Ombudsman at their email: enquiries@legalombudsman.org.uk or contact them by phone by calling 0300 555 0333 (between 9 AM and 5 PM) to consider the matter. Generally, this applies if you are an individual, a business with fewer than 10 employees and turnover or assets not exceeding a certain threshold, a charity or membership organisation with a net annual income of less than £1m, a trustee of a trust with an asset value of less than £1m, or if you fall within certain other categories (you can find out more from the Legal Ombudsman).

20.5 The Legal Ombudsman will look at your complaint independently and it will not affect how we handle your matter. Normally, you will need to bring a complaint to the Legal Ombudsman within six months of receiving a final written response from us about your complaint or within one year of the act or omission about which you are complaining of or within one year of when you should reasonably have been aware of it.

20.6 The Solicitors Regulation Authority (SRA) can help if you are concerned about our behaviour. This could be for things like dishonesty, taking or losing your money or treating you unfairly because of your age, a disability or other characteristic. The SRA's website can be accessed at www.sra.org.uk.

20.7 If you are unhappy about the fairness and reasonableness of our charges, this will also be dealt with under our complaint's procedure. However, if we are unable to resolve a concern regarding our charges in addition to the right to ask the Legal

Ombudsman to consider the matter you have the right to apply for assessment of the bill under Part III of the Solicitors Act 1974. An application for an assessment must usually be made within one month from the date of delivery of the bill although the Court may give permission for an assessment application to be made outside of that timescale in certain circumstances

21. Termination of Instruction

21.1 You may terminate our appointment at any time by giving us notice in writing. We can keep all your papers and documents while there is still money owed to us for our charges or disbursements. If at any stage you do not wish us to continue doing Work and/or incurring charges and expenses on your behalf, you must tell us this clearly in writing.

21.2 If we do not meet with you or attend on you at a place other than one of our offices, for example, in your home, place of work, hospital or care home, or is undertaken on-line, then the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 may apply to the work. This means you have the right to cancel your instructions to us within 14 working days of receiving the Engagement Letter and Terms of Business. To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement (e.g., a letter sent by post, fax or e-mail). Our contact details, to inform us of your decision to cancel, are: City Legal Solicitors, Unit 3, Churchill Court, 58 Station Road, Harrow, HA2 7SA, Ph: 020 8175 4000, Fax: 020 8175 4500, or by sending us an email to compliance@citylegalsolicitors.co.uk. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

21.3 We will not start work during the cancellation period unless you expressly request us to. In most cases, if you ask us to start work during the cancellation period, you will not lose your right to cancel. If you subsequently cancel during the cancellation period, we can charge you for the work we have done on a pro-rata basis. This will be an amount which is in proportion to what has been performed, until you told us you wished to cancel, in comparison with the full coverage of the contract. You will, however, lose the right to cancel and will have to pay in full once the contract had been fully performed (i.e., we complete the work) even if this happens within the cancellation period. If you would like us to start work during the cancellation period, please complete, sign and return the 'Request to start work during the cancellation period form'.

21.4 If you cancel this contract, we will reimburse to you all payments received from you, unless you asked us to start work during the cancellation period. We will make the reimbursement:

- a) without undue delay and not later than 14 days after the day on which we are informed about your decision to cancel this contract
- b) using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement

21.5 We may decide to stop acting for you for good reason, for example if you do not pay an interim invoice, comply with the request for a payment on account, provide instructions, or if there is a conflict of interests. We will give you reasonable notice in writing that we intend to stop acting for you.

21.6 We may also stop acting for you if you fail to comply with the Money Laundering provisions in clause 15 above.

21.7 If you or we decide that we should stop acting for you, we will charge you for the work we have done and, where appropriate, for transferring the matter to another adviser if you

so request. This will be calculated on the basis set out in the Engagement Letter.

21.8 We are not responsible for reminding you about important dates and/or any deadlines after our appointment has been terminated.

21.9 If you or we decide that we should stop acting for you, you will pay our charges up until that point.

22. Storage and retrieval of files

22.1 We may create and hold client files in hard copy (paper), electronically or a combination of both.

22.2 We normally store client files (except any of your papers you ask to be returned to you) for six years after we send you our final bill or for such period as we shall deem appropriate with regard to the guidelines laid down by the SRA. Unless you instruct us to the contrary, we will store your file electronically only and will destroy our paper file. We store the file on the understanding that we may destroy it after six years. We will not destroy original documents, and these are normally returned to you.

22.3 Where documents are retrieved from storage by us in connection with your continuing or new instructions, normally no charge will be made for such retrieval.

22.4 We reserve the right to make an administration charge based on the time spent (minimum of £40 plus VAT) in retrieval and any perusal of documents, copying or other work necessary to comply with the instructions given by you or on your behalf.

22.5 We will provide you with an electronic copy of the file unless it is inappropriate to do so.

22.6 Our Privacy policy contains more information about how long we keep personal data for.

23. Electronic Communication

23.1 Our aim is to offer you an efficient service at all times, and we will aim to communicate with you by such method as you may request. Unless you ask otherwise, we may communicate by means of email or other electronic media.

23.2 We will take reasonable steps to safeguard the security and confidentiality of the information transmitted; however you acknowledge that we cannot guarantee its security and confidentiality. We accept no liability for any loss or damage caused by any viruses, worms, trojan horses, or other unauthorised code contained in e-mails and/or attachments emanating from or relayed by us.

24. Equality & Diversity

24.1 The firm is committed to promoting equality and diversity in all its dealings with clients, third parties and employees. A copy of our Equality and Diversity policy is available from our Practice Manager on request.

25 Application of Terms of Business

25.1 No variation of these Terms of Business will be effective unless agreed in writing and signed by a partner.

25.2 We may transfer all rights and obligations under any contract with you to any successor to the firm in the context of its business in the event that such a successor, whether it be a partnership, limited liability partnership, or body corporate takes on the business of City Legal Services Limited. By continuing to instruct us having been notified of these Terms of Business you agree to the future

novation of any contract you have with us in favour of the successor entity.

25.3 These Terms of Business may be modified from time to time to have regard to changes in current practice and/or professional and regulatory requirements.

25.4 These Terms of Business supersede earlier Terms of Business.

25.5 Each of the Terms of Business shall be severable and distinct from the others and if any term is held to be illegal, invalid or unenforceable, in whole or in part, the remaining terms shall not be affected.

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