Terms of Service

November 2026

DEBENHAMS OTTAWAY
SOLICITORS

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These General Terms are to be read in conjunction with our client care letter, our summary of work and costs estimate, our lawyer information sheet and any subsequent amending correspondence or documents.

1. Introduction

In these terms, "We", "us", "our" and "the firm" means Debenhams Ottaway LLP, a limited liability partnership. Our registered office is at Ivy House, 107 St Peter's Street, St Albans, Hertfordshire, AL1 3EW and our registration number is OC373542. "You", "your" and "client" refers to the client(s) to whom we provide our professional legal services as identified in our client care letter.

The following General Terms and those contained in our client care letter, our summary of work and costs estimate, lawyer information sheet and other associated documentation (or any subsequent amending correspondence or documents) sent to you set out the basis upon which we agree to provide our professional legal services to you (together our "Terms of Service").

Your contract for our services is with Debenhams Ottaway LLP and not with any individual LLP member (referred to as a "partner"), employee, consultant or agent of the firm. Our Terms of Service apply to all of the services we provide to clients and shall be governed and construed in accordance with the law of England and Wales.

Where the firm is to act for you as an executor or trustee, or is appointed as a deputy or attorney, or in respect of any other appointments having fiduciary responsibility, we may appoint Debenhams Ottaway Trust Corporation Limited (the "Trust Corporation") as the executor, administrator, deputy, attorney or other fiduciary solely or jointly with another person to deal with it. The Trust Corporation is a wholly owned subsidiary of Debenhams Ottaway LLP and, in discharging its responsibilities, will instruct the firm to act on its behalf. The Trust Corporation is not authorised or regulated by the SRA.

2. Service Standards

Our Responsibilities

It is our aim to provide every client with a high quality service. This includes providing you with regular updates by telephone or in writing about your matter. The frequency of these updates will depend upon the particular circumstances.

If you would like an update at any time, then you should not hesitate to contact us but do bear in mind that there may be periods of time when there is nothing to report.

If a lawyer is out of the office, then an out of office email or a voicemail will direct you to a colleague who can assist in the lawyer's absence. Our lawyers will progress a matter as quickly as possible and in accordance with the agreed timescales unless there are exceptional circumstances. It may not always be possible, however, for our lawyers to deal with instructions immediately.

We will aim to communicate with you in plain language avoiding jargon. However, if at any time you consider that we have not explained something clearly, then please let us know. We shall endeavour to provide you with the best information possible about the likely overall cost of your matter and will update you in writing or by telephone at appropriate intervals as the matter progresses or if there has been a change in the circumstances which may or will affect the cost of your matter.

Any estimate of costs provided by us is not intended to be fixed. If you would like a costs update at any time, then please let us know. We will aim to discuss with you whether the likely outcome of your case justifies the likely costs and risks associated with it.

If the timescale which we have given you appears likely to change significantly, then we will inform you. Please contact us if you would like an updated time estimate at any stage.

We will review your matter regularly. We will advise you of any circumstances and risks of which we are aware of consider to be reasonably foreseeable that could affect the outcome of your matter.

Your Responsibilities

To enable us to meet our responsibilities to you, we will require you to:

i. provide us with clear, timely, accurate and non-misleading instructions and tell us promptly of any change of circumstances or developments;

ii. provide all documentation which we require to complete the matter in a timely manner;

iii. look after any documents which are likely to be relevant to your matter so that they are available to give to us when we need them; and

iv. inform us if you are going to be away or uncontactable as explained above.

If you are going to be away during your matter, then it is important that you tell us at the earliest opportunity so that we can plan your matter to take account of your absence. However, there may be occasions when we cannot alter a timetable to take account of your absence.

Equality and Diversity

We are committed to promoting equality and diversity in all our dealings with clients, third parties and employees.

3. Anti-Money Laundering

Identity

The law requires us to obtain satisfactory evidence of the identity of our clients and sometimes people related to them or others. This is because firms of solicitors who deal with money and property on behalf of clients can be used by criminals wanting to launder money from the proceeds of crime. You may also have to verify the source of your funds and your source of wealth.

To comply with the law, we require evidence of your identity at the start of your matter. For our Anti Money laundering checks, we use a third-party provider called InfoTrack which will allow you to verify your identity with privacy via a secure app without the need for providing your documents to us. Please follow this link to see InfoTrack's general privacy policy on how they handle data InfoTrack Privacy Policy: and their consumer policy covering the "eCOS" identity verification: Consumer Privacy Policy. We will also be sharing your data with Perfect Portal, a system which we use to manage our file opening process, to help run the onboarding process for clients. Please follow this link to see Perfect Portal's privacy notice: Privacy Policy | Perfect Portal UK. The privacy policy for Debenhams Ottaway, setting out how we collect, store, use and share personal data can be found here: Privacy Notice - Debenhams Ottaway Solicitors. We may also use InfoTrack to verify your source of funds.

By providing your details to us, unless you have told us that you do not wish to proceed by way of electronic verification, you consent to us sharing such details with InfoTrack in order for us to meet our regulatory obligations in respect of verifying our clients' identity. If you are not willing to supply evidence of your identity as requested, we may not be able to act for you.

If friends, family members or another third-party (other than a recognised commercial lender) is to provide us with funds to assist you, then we shall need them to use InfoTrack to verify their identity, and we will need them to evidence their source of funds. This may mean providing us with evidence of their source of funds, or we may verify their funds electronically via InfoTrack or another third-party provider. If our requirements are not met, we will not be able to accept the funds which may mean that the transaction cannot be completed.

On the occasions where you or a third-party funder use InfoTrack or another third-party provider, the process includes a search of names against various databases held by the government and other agencies.

These are standard searches commonly used across many industries. We charge an administrative fee for client onboarding, including anti-money laundering checks carried out on behalf of the Firm, the cost of which is set out in our client care letter. By accepting these Terms of Service, you consent to the search(es) being undertaken.

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

Sanctions

Our firm has a duty to comply with the UK Government Sanctions Regime. This means that we will conduct checks against the UK Sanctions List on all our individual clients and corporate clients, to include organisations, entities and beneficial owners. Checks extend to the names of all beneficiaries of trusts and estates, any unrepresented counterparties, third parties and litigants in person. We may need to liaise directly with the individuals and entities involved on your matter to conduct the checks. These checks are undertaken either against the UK Sanctions List or by using a FCA regulated technology company for a digital check and alert system against the Sanctions List. These digital checks will also include other information comprising both public data and the credit database (CAIS). Public information includes (but is not limited to) Electoral Register, County Court Judgments, Bankruptcies and Administration Orders. Digital searches are charged to you and the costs will be set out in our client care letter. If an individual or organisation becomes a "designated person" pursuant to the Sanctions regime during your matter we will liaise with the OFSI, who may issue a general licence to permit us to continue the work that we are doing and to tell us any other steps we must take. This may lead to considerable delay for your matter. In any event, we shall be entitled to terminate our retainer with you immediately should your matter involve a designated person.

Cash

Our firm's policy is not to accept cash and if you do deposit cash directly with our bank, we may carry out such additional checks as we consider are necessary to prove the source of funds, for which you will be charged. When we pay money to you, it will be paid by cheque or bank transfer. It will not be paid in cash or to a third party.

The anti-money laundering guidance which UK banks and other financial services firms must adhere to is issued by the Joint Money Laundering Steering Group ("JMLSG"). The JMLSG considers all clients with funds deposited in a law firm's pooled client account to be beneficial owners of that account.

The JMLSG does not require banks to routinely identify the beneficial owners of a law firm's pooled account, as they do with most other accounts they issue. Pooled client accounts are granted this exemption on the proviso that this information is available upon request. In the event of our bank requesting information about the beneficial owners of our pooled client account, you agree to us disclosing your details to them.

4. Confidentiality

All the work we carry out is on a confidential basis subject to our obligations under the anti-money laundering legislation referred to in the section above, other relevant laws relating to the disclosure of information and as otherwise described in our privacy notice (see https://www.debenhamsottaway.co.uk/legal/privacy-policy/). When discussing your affairs with your other advisers such as accountants, agents or financial advisers we will be free to discuss with them any matters relating to your affairs unless you have specifically instructed us not to do so.

You agree to waive your rights to claim confidentiality so that we are able to disclose and rely on any relevant information and documents if a third party brings a claim against us, or in relation to an application to any Court or Tribunal for a wasted costs order against us. This is so that full information is available to the Court or Tribunal.

Where we are instructed to act for you in a matter which is funded under a legal expenses insurance policy, you agree to waive confidentiality so that we may disclose any information and documents to your insurers.

In the event that you raise a complaint or criticism about our handling of your case which we consider should be reported to our professional indemnity insurers, you agree to waive confidentiality so that we may disclose information about you and your case to our insurers and their solicitors.

Outsourcing of Work

We use other companies and people to do typing, photocopying and other work to ensure that these are undertaken promptly. Where appropriate we have or will seek a confidentiality agreement with these outsourced providers. For information on outsourcing in relation to your personal data, please see our privacy notice (accessible via the link above).

Quality Standards

We are subject to regulatory requirements which include auditing by our accountants and occasional external consultants. As part of their work they will normally need to have access to our clients' files and records and to confidential information.

Similarly, in order to comply with the quality standards we have achieved such as CQS, WIQS, ISO9001 and Lexcel and for regulatory purposes, we are subject to periodic checks by outside assessors. This could mean that your file(s) and records may be selected for checking/auditing, in which case you agree to us disclosing your details to them for inspections to occur.

All inspections are, of course, conducted in confidence and all external organisations working with us are required to maintain confidentiality in relation to any files and papers that are audited/checked by them.

Your files(s) may also be reviewed in a due diligence exercise relating to the sale or transfer of all or part of our business or the acquisition of another business. You consent to such a review unless you have indicated to us in writing that you do not agree to waive confidentiality in this regard. Work on your file will not be affected in any way.

Unless you indicate otherwise in writing, your consent to the above will extend to all future matters which we conduct on your behalf. Please contact us if you wish us to we explain this further or if you would like us to mark your file as not to be inspected.

For information on external auditing and due diligence in relation to your personal data, please see our privacy notice (accessible via the link above).

5. Scope of liability

We provide our advice solely to you. We do not accept liability for any other person or organisation relying on our advice except where we have agreed to accept such liability.

Subject to and without prejudice to the other provisions of this section, our total liability for any loss, liability or damage caused by the firm, whether in contract, tort (including negligence), breach of statutory duty or otherwise, arising under or in connection with our Terms of Service, shall be limited to your direct costs and damages only to an amount of £3,000,000 (three million pounds).

Where we are acting for more than one person in a matter, then each agrees that the limitation above will be allocated amongst you in such proper proportions as you agree between you but in default of such agreement then the limitation shall apply equally. If, for whatever reason, you do not agree on an allocation, then you agree not to dispute the limit of liability on the grounds that no allocation was agreed.

The limitation applies to connected claims whether the breach affects just one piece of work that we do or several, so long as it is the same or similar breach. For the purpose of the limitation, (i) a claim is connected with another claim if the claims arise from the same event or set of circumstances, or relates to the same subject matter; and (ii) more than one breach on a matter or transaction is considered one breach.

If we become liable to you for any loss, damage, cost or expense incurred by you where your other advisers and/or any other third party are also responsible for any such loss, we will only be liable for the proportion of such loss which is ordered against us by a Court after taking into account the extent of responsibility of all those other advisers and/or any other third party.

If you have accepted any express exclusion or limitation of liability in respect of any other person, no account shall be taken of any such exclusion or limitation for the purpose of assessing the contribution of such other person to your loss, damage, cost or expense.

You agree not to bring any claim in respect of damage suffered by you arising out of or in connection with our engagement, against any partner, employee, consultant or agent of the firm who may have been negligent. Any duty of care which, as a matter of law, would be owed to you by any partner, employee, consultant or agent of the firm is excluded from our contract with you. This does not however, alter or reduce any liability which the firm itself may have to you.

We will not be liable, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for any loss of profit or any

indirect or consequential loss arising under or in connection with your matter. If you use our services for any commercial or business purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

We will not be liable to the extent that our liability results from something you have done or failed to do including but not limited to providing incorrect or insufficient information.

Where in our Terms of Service there is an exclusion of liability for the benefit any partner, employee, consultant or agent of the firm, you agree that they shall be entitled to rely on and enforce such terms as if was each a party to this contract pursuant to the Contract (Rights of Third Parties) Act 1999.

Nothing in our Terms of Service shall limit or exclude our liability for death or personal injury caused by our negligence or the negligence of any partner, employee, consultant or agent or for fraud or fraudulent misrepresentation or any other matter in respect of which it would be unlawful for us to exclude or restrict liability.

Our Terms of Service shall continue to apply even if our engagement is terminated for any reason and the unenforceability of any part of them will not affect the enforceability of any other part.

6. Professional Indemnity Insurance

We maintain Professional Indemnity Insurance cover in accordance with the SRA Indemnity Insurance rules. The territorial coverage of our professional indemnity insurance is worldwide. The details of our Insurers and the Policy can be found on our website.

7. Conflict of Interest

"Conflict of Interest" means any situation where:-

- we owe (or, if we accepted your instructions, would owe) separate duties to act in the best interests of two or more clients in relation to the same or a related matter and those duties conflict, or there is a significant risk that those duties may conflict; or
- our duty to act in your best interests in relation to a matter conflicts, or there is a significant risk that it may conflict, with our own interests in relation to that or a related matter; or
- we have confidential information in relation to a client or former client, and you wish to instruct us on a matter where (i) that information might reasonably be expected to be material and you have an interest adverse to our other client or former client and (ii) for the purposes of this paragraph "you" does not include an associated entity, i.e., where you are a body corporate your shareholders, directors, (as individuals, not acting as the Board), officers, employees, subsidiaries, parent companies and subsidiaries of parent companies, or where you are a trade association, your individual members.

Similar Activities

We may act for parties engaged in activities similar to or competitive with your activities.

Third Parties

Once we have agreed to act for you in relation to a matter, we will not act for another party in relation to the same matter if there is a Conflict of Interest between that other party's interests and your interests.

Instructions Creating a Conflict of Interest

We may decline to act for you where accepting your instructions would create a Conflict of Interest or cause us to break an existing agreement with another party.

Consent

Where our professional rules allow and subject to satisfying the requirements of those rules, for example, by implementing an information barrier, we may act for you and another client where a Conflict of Interest would otherwise exist, provided that we have the consent of both parties. We do not require your consent to act against an associated entity.

Cessation of Services

If, whether through a change in circumstances or otherwise, we find that we have agreed to provide services to you in circumstances which give, or could give, rise to a Conflict of Interest we will discuss with you how to deal with the conflict and we may be obliged to stop providing our services to you and/or to all other clients affected by the Conflict of Interest.

8. Data Protection

As a data controller for the purposes of the General Data Protection Regulation (Regulation (EU) 2016/679) ("GDPR") and the Data Protection (Charges and Information) Regulations 2018, we are registered with the Information Commissioner's Office under number Z6623522. You can search the register of data controllers maintained by the Information Commissioner's Office at https://ico.org.uk/ for details of our registration.

We use personal data primarily for the provision of legal services to our clients and for certain related purposes, as described in our privacy notice (accessible via this link).

Our use of your personal data is subject to your instructions, the GDPR and all national implementing laws, regulations and secondary legislation (each as amended or updated from time to time) and our professional duty of confidentiality.

We have nominated Maria Chryssafi as the firm's Data Compliance Officer, who will be the firm's representative for the purposes of data protection laws.

We take your privacy very seriously. Please read the firm's privacy notice (accessible here) carefully as it contains important information on:

- what personal data we collect about you and how that data is collected;
- how and why we use your personal data;
- who we share your personal data with;
- where your personal data is held and how long it will be kept;
- whether your personal data may be transferred out of the European Economic Area and, if so, the measures taken to protect that data;
- your rights in relation to the personal data we hold or use;
- the steps we take to secure your personal data;
- how to make a complaint in relation to our use of your personal data; and
- how to contact us with any queries or concerns in relation to your personal data.

If you intend to provide us with personal data about someone else, you are responsible for ensuring that you comply with all corresponding obligations (including any requirement to obtain the consent of the relevant data subject(s) to the provision of such data) under applicable data protections laws. Where it is appropriate and/or necessary to do so, you must also explain to any such persons(s) how we collect, use, disclose and retain their personal information and direct them to read our privacy statement (accessible via the link above) within the timeframe prescribed by Article 14(3) of the GDPR.

We may from time to time use your personal data to send you information which we think might be of interest to you about our services and the firm's activities. As a business operating in the field of legal practice, we often do this in pursuit of our legitimate interests. If you do not wish to receive such information, you can always opt out from receiving such communications; please see our privacy notice (accessible via the link above) for details of how to do this and for a more detailed summary of the promotional activities which we may undertake.

9. Emails, Voicemails and Post

Unless you instruct us that your email and voicemail are not secure, we may leave messages and/or send you emails which are not encrypted. If you do not wish us to, please let us know immediately in writing. Bear in mind that emails and electronic information sent over the public network as well as post are not an entirely safe and confidential means of communication. You accept that they may be lost, delayed, intercepted, corrupted, altered or accessed by unauthorised parties.

Our emails are not encrypted. We do not accept any responsibility for viruses which may unknowingly be included in any email or any attachment which we send to you. Emails will not be given greater priority than letters and if the person to whom the email has been sent is absent, the email may not be opened during their absence. We may use emails to communicate with third parties during the course of the matter unless you instruct us in writing not to do so.

We may not accept delivery of any underpaid items of post if to do so we would incur a charge.

10. Use of Artificial Intelligence and Technology

10.1 Use of AI tools by us

We may use technology tools, including artificial intelligence ("**AI**") systems, to assist in the delivery of our services to you. These tools are used to support our work (for example, for document review, summaries or drafting assistance) and are always subject to appropriate supervision by our lawyers. We remain responsible for the professional advice we provide to you. We will take reasonable steps to ensure that any such tools are used in a manner consistent with our professional duties, including duties of confidentiality and data protection.

10.2 Your use of AI tools

You should exercise caution when using AI tools in connection with your matter. In particular, you should not input confidential information, personal data or legally sensitive material (including our advice or documents we provide) into publicly available or open AI systems. Use of such tools may result in loss of confidentiality and/or legal professional privilege, and we accept no responsibility for any loss or adverse consequences arising from your use of such systems.

10.3 Requests to review AI-generated content

Please note that if you choose to use generative AI alongside our advice, and send documents to us created by such tools, or to respond to us using AI generated responses and queries, we will engage with any such AI generated output where you ask us to do so. However, given that such AI outputs may be inaccurate or misleading, this may well create inefficiencies, will be treated as additional work and thus lead to increased legal fees charged in accordance with our usual charging rates; in such case, we may not be able to honour any fee estimate or cap agreed with you.

10.4 Third party AI outputs and limitation of liability

We shall not be liable for any inaccuracies, errors or omissions in any materials or outputs generated by third party AI systems or tools (whether used by you or provided to us by you), or for any reliance placed on such materials by you or any third party. To the extent that we review or comment on any such materials, we do so on the basis of the information provided to us and without assuming responsibility for the underlying accuracy or completeness of the AI-generated content.

This provision is subject to, and shall be read in conjunction with, the limitations and exclusions of liability set out in Section 5 of these Terms of Service.

11. Regulations Affecting your Cancellation Rights

Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 ("the 2013 Regulations") you have the right to cancel the contract with us within 14 calendar days of entering into it without giving any reason if we have:-

- not met you either in person because, for example, your instructions and the signing of our contract documentation is taking place by telephone, post, email or on-line, i.e., by way of a "distance" contract; or
- taken your instructions and a contract has been concluded away from our business premises because, for example, we have met with you at your home, i.e., by way of an "off-premises" contract and the contract was entered into on or after 14 June 2014.

If the 2013 Regulations apply to your matter, we will provide you with the relevant information/notices and model cancellation form required by the Regulations.

To exercise your right to cancel, you must inform us at our registered address at Ivy House, 107 St Peter's Street, St Albans, Hertfordshire AL1 3EW by letter or telephone on 01727 837161 or email the lawyer handling your matter, or their supervising partner, of your decision to cancel the contract.

You may use the model cancellation form attached to our client care letter, but it is not obligatory. If you use this option, we will acknowledge receipt of such a cancellation by email or post without delay. To meet the cancellation deadline, you must send your communication concerning your exercise of the right to cancel before the 14 calendar day cancellation period has expired.

Should you require the work to be commenced within the 14 calendar day cancellation period, you must provide to us your instruction to commence in writing, by email, post or fax to enable us to do so. By signing and returning our client care letter, you are providing your agreement in writing to enable us to commence work within the 14 calendar day cancellation period.

Where you have provided your consent for work to commence within the 14 calendar day cancellation period and you later exercise your right to cancel, you will be liable for any costs, VAT and disbursements incurred up to the point of cancellation. Unless you make an express request for us to commence work within the 14 day period by signing and returning the client care letter we will not be able to undertake any work during that period.

12. Consumer Protection Regulations

The Consumer Protection from Unfair Trading Regulations 2008, as amended, ("the 2008 Regulations") regulate transactions between traders and consumers and prohibit trading practices that amount to unfair commercial practices and misleading acts and omissions.

For example, neither you as a client nor we as your legal representative must mislead a buyer or tenant in any property matter either by providing incorrect or ambiguous information or by omitting to provide material information about a property being sold or let. You must disclose to us any defects and other material adverse matters relating to a property (as early in the transaction as possible to prevent delays) known to you and failure to do so may mean that, in certain circumstances, a buyer or tenant would have rights of redress against you.

If we become aware of any such existence of material information and you decline to authorise disclosure to a buyer or tenant, then we may have to discontinue acting for you as the 2008 Regulations impose a duty on us to act fairly towards you as our client and also towards third parties, especially those that are unrepresented.

13. Your Funds

Any money which we hold on your behalf will be paid into one of the firm's client accounts. The firm currently holds accounts with the Royal Bank of Scotland, Barclays Bank and Virgin Money Bank, all being UK banks. We may change banks at our discretion from time to time.

In the event of the failure of a UK bank, the Financial Services Compensation Scheme ("FSCS") will cover deposits belonging to clients who are individuals or small companies (for this purpose to qualify as a small company, a company must meet at least two of the following requirements: annual turnover must be no more than £15 million; balance sheet total must be no more than £7.5 million; average number of employees must be no more than 50.) of up to £120,000 per client per bank.

If you hold funds with any of our banks independently of any monies that the firm is holding on your behalf in the same bank(s), then those funds are included within the £120,000 limit. Bear in mind that some banks have several brands and you may have money invested with one of the banks trading under a different name. You should check with your own bank, the Financial Conduct Authority ("FCA"), the FSCS or a financial adviser for more information.

If any of our banks were to fail, you agree to us disclosing your details and the total amount held for you in the firm's client accounts to the FSCS unless you inform us in writing that you do not consent to us doing so in which case you would not be able to receive the compensation. We will not be held liable for losses resulting from the failure of a bank either at all or where the amount invested in the bank by the firm on your behalf may exceed £120,000.

14. Transfer of Funds Overseas

Where funds are to be transmitted by us to you, to an overseas (non-UK domiciled) bank account and unless instructed otherwise by you in writing we shall transmit those funds in GBP.

If you instruct us to transmit funds in another currency, we shall agree with you in advance of any transmission either the rate at which the currency shall be exchanged or that you will accept the rate applied by your own bank to convert the funds on receipt from us.

In all cases you shall be responsible for all bank related costs associated with the transmission.

15. Interest on Client Monies

Interest on monies held in our client account, will be paid in accordance with our Interest Policy which meets the requirements of our regulator, the Solicitors Regulation Authority ("SRA") under the SRA's Accounts Rules, a copy of which is available on request.

We aim to account to you for interest at a reasonable rate of interest, however as the holding of your funds is incidental to the carrying out of your legal instructions, the rate is unlikely to be as high as the rate you may be able to obtain when depositing the money we hold on your behalf yourself. We must ensure that money held on client account is immediately available and so the need for instant access is taken into

account, together with the amount involved, when setting the rate of interest payable by us.

Where amounts are held outside of a general client account on a separate designated deposit account, the rate of interest and date that interest is credited will depend on the relevant institution where the funds are held and, as such, fall outside the requirements of the firm's interest policy. The relevant interest information can be obtained on request.

Where your money is held on our general client account or on a separate designated deposit account, any interest paid to you is paid without deduction for income tax. As such it is your responsibility to inform HMRC of amounts of interest received from us and the implications of this will depend on your own financial circumstances.

Interest will not be paid on monies held in general client account in respect of funds held on account for disbursements.

We do not charge for administration of your account of for the calculation of interest but interest will not be paid if the total amount of cleared funds held is less than £100 in any one year. In addition we apply a de minimus rule such that no interest is payable if the amount calculated on the balance held is less than £50 per matter.

Interest will be calculated when payment is finally made out to you, or annually at our discretion if held for more than 1 year, we will credit the client ledger and accrued interest on the 31st March each year where applicable.

16. Commissions

We are not paid commissions by third parties arising from work we carry out for clients.

17. Our Charges

Details of our charges are set out in our client care letter and accompanying documents, or elsewhere in writing at the outset of your matter.

If we have undertaken work in respect of a matter prior to providing a client care letter and accompanying documents, the time spent on that work will be included in our charges.

VAT is charged at the rate, currently 20%, which applies at the time that we carry out the work for you.

If your instructions mean that we have to work outside normal office hours or carry out work on an urgent basis, we reserve the right to increase the level of our charges. In addition, we reserve the right to adjust our charges to take into account a number of factors which include the complexity of the issues, the expertise or specialist knowledge that the matter requires and, if appropriate, the value of property, claim or subject matter involved. If we do so, you will be notified in writing.

We will also charge you for our expenses (also known as disbursements) such as court fees, counsel's fees, expert's fees, company searches and land registry searches. We will aim to tell you in advance of the disbursements and will usually ask you for a payment on account to cover them.

If for any reason we or you terminate your instructions, in any matter which is not concluded or where we cease working on prior to completion, we will charge you for the time spent and the disbursements incurred up to the point your instructions or the matter is terminated.

If you have any concerns about our charges please tell us. We will deal with any complaint you raise about our charges under our complaint procedure (see the Raising Concerns with Us section). If we cannot resolve matters, you have a right to apply to a Court for an assessment of our charges under Part III of the Solicitors Act 1974.

We accept payment of our charges by debit or credit card.

Our VAT Number is 229 1591 56.

18. Billing Arrangements

Payments on Account:- It is normal practice to ask clients to put us in funds on account at the start and during the matter of anticipated charges and disbursements before work is undertaken. It is helpful if you can meet requests promptly, failing which we shall not be required to act, advise, carry out work, complete a transaction or otherwise incur costs to a value beyond the amount for which we hold monies on account from you. If there is any difficulty, please let us know as soon as possible. It is important that you understand that your total charges and disbursements may be greater than any payment on account that you have made. Requests for payment on account will be marked as such.

Interim Statute Bills:- In most cases we will deliver Interim Statute Bills at regular intervals throughout your matter. Interim Statute Bills are final bills for the period of time and the costs that they cover. They will be marked as Interim Statute Bills and will comply with the requirements of the Solicitors Act 1974. This means that you will pay our bills regularly as we carry out your work, rather than by a single final bill at the end of the matter. An interim statute bill may include our costs as well as disbursements (third party costs and expenses) but sometimes these may be billed separately for the same period. Please note that you may seek assessment by the Court of an Interim Statute Bill under S.70 Solicitors' Act 1974, but those rights diminish with time. The relevant timescales are set out in the Act, but you should apply to the Court for assessment within one month of us delivering the bill to you. If you wish to have a bill assessed by the Court we recommend that you seek advice from a costs lawyer or a costs draftsman regarding the timescales, which are complex.

Payment of our Bills:- If we hold sufficient funds on your behalf, we will usually apply those funds towards payment of our invoices, but we may retain the funds on account of future costs unless the invoice is a final invoice or we have agreed otherwise.

Payment of any money invoiced is due within 14 days of the invoice. If you do not pay the invoice when due we may be prevented from acting further for you.

If we are holding any money, papers or other property on your behalf, in relation to any matters you have with us, we shall be entitled to deduct (1) this firm's unpaid interim or final invoices rendered to you on any of your matters, and (2) invoices rendered by any third party to whom we have incurred costs on your behalf on any of your matters, from that money and/or to retain any property or papers until payment is made.

We are entitled to charge interest on the outstanding amount of our invoice after one month of delivery of the invoice in accordance with article 5 of The Solicitors (Non-Contentious Business) Remuneration Order 2009, the County Courts Act 1984 or the Late Payment of Commercial Debts (Interest) Act 1998 at the judgement rate of 8% per annum.

We will charge our hourly rates in respect of any time spent in recovering payment of unpaid invoices as well as any disbursements that we incur.

19. Financial Services Regulation

Conveyancing, Family, Probate and Company work may involve activities concerning insurance and investments. We only select insurance products from a limited number of insurers. The issue of insurance is most likely to arise in the event that we have to arrange indemnity insurance in respect of the property you are selling or buying, when we may use a broker to assist in the process.

The firm is not authorised by the FCA so we may refer you to someone who is authorised to provide any necessary advice. However, we are included on the register maintained by the FCA so that we can carry on insurance mediation activity, which is broadly the advising on, selling and the administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the SRA. The register can be accessed via the FCA website at www.fca.org.uk/register.

The Law Society is a designated professional body for the purposes of the Financial Services and Markets Act 2000, but responsibility for regulation and complaints handling has been separated from the Law Society's representative functions. The SRA is the independent regulatory body of the Law Society and the Legal Ombudsman is the independent and impartial complaints handling body established by the Legal Services Act 2007.

As we are regulated by the SRA, complaints and redress mechanisms are provided through the SRA and the Legal Ombudsman (see the Raising Concerns with Us section).

19. Tax Advice and Applicable Law

We only advise on matters within the scope of your instructions, as set out in our client care letter or assignment detail form. Unless your client care letter or assignment detail form clearly says otherwise, we will not advise you on the financial or tax aspects of any matter, on your wider tax or financial interests, on the law of jurisdictions outside of England and Wales, or on accounting and commercial issues (including on the viability and prudence of this matter), even if a relevant issue arises during the course of our work together. You may wish to seek separate specialist advice on these matters. If you do not already have a tax adviser, we can provide you with the names of several tax advisers whom we have worked with in the past who you may wish to contact. Furthermore, unless your client care letter

clearly says otherwise, we will not advise you on any legal developments occurring after the end of our engagement.

20. Instructions – Receipt and Termination

At the outset of your matter you will be sent or given our client care letter, summary of work and costs estimate and lawyer information sheet with a request to return a signed copy of the client care letter. After being sent or given these items, your continuing instructions will amount to your acceptance of these Terms of Service.

Where we are instructed by a body corporate (such as a limited company), we may require personal guarantees from one or more directors or others for our fees at any time during the retainer.

You may terminate your instructions to us in writing at any time but we will be entitled to keep all your papers and documents while money is owed to us for our charges and expenses.

We may decide to stop acting for you where we have good reason, for example, if you do not pay an interim bill or comply with our request for a payment on account; or if you or anyone connected with your matter is or becomes a "designated person" (as defined in Section 9 of the Sanctions and Anti-Money Laundering Act 2018 or pursuant to any sanctions regime); or if we are unable to obtain clear instructions from you or we consider that there has been a serious breakdown in confidence between us or we cannot continue to act without being in breach of the rules or principles of conduct governing solicitors. Where appropriate we will give you reasonable notice that we will stop acting for you.

If you or we decide that we should stop acting for you, you will pay our charges up until that point, which will be calculated in accordance with the provisions of our Terms of Service.

21. Storage of Papers and Documents

We may store information about you, your matter or any other documents and correspondence relating to your file(s) using cloud-based technology. If you do not wish for your file(s) or other information to be stored in this way, please inform us in writing before we commence work on your matter.

After completing the work for you we are entitled to keep all your paper and documents (including electronic copies) while money is owned to us for our charges and expenses. After this, we will arrange for our file of papers to be electronically scanned and digitally stored. Our file of papers will then be destroyed (including any electronic copies thereof), except for any of your papers which you ask to be returned to you within a reasonable period.

If we need to retrieve digitally stored documents in relation to continuing or new instructions to act for you, we will not normally charge for such retrieval. However, we may charge you for reading correspondence or other work necessary to comply with your instructions in relation to the retrieved papers. If you ask us to retrieve documents which are not required for continuing or new instructions to act for you, then we may charge an administration fee for producing the papers that you have requested which is currently £25 plus VAT plus photocopying charges.

For information on how long we hold your personal data for, please see our privacy notice (accessible via this link).

22. Professional Rules

We are regulated by the SRA, our numbers are 567621 and 568531. The professional rules to which we are subject are set out in the SRA Handbook which you can access at www.sra.org.uk/handbook.

23. Raising Concerns with Us

You should raise with the person dealing with your matter straight away any concerns you have about our service, the work we are doing for you or our charges. Normally a complaint will be not be considered if it is made out of time as stated below.

If any problems arise which the person dealing with your matter is unable to resolve to your satisfaction, please contact that person's supervisor (who is named in the summary of work and costs estimate you received at the outset) by letter, telephone or email.

If that does not resolve the problem to your satisfaction, then please contact our client care partner at our St Albans office. The email address is ComplaintsReportGroup@debenhamsottaway.co.uk, and the telephone number is 01727 837161. We have a complaints handling policy and procedure which is available to view on our website. Please ask the supervisor or our client care partner if you would like us to send you a copy.

If our client care partner is unable to resolve your complaint to your satisfaction, you can have your complaint looked into by the Legal Ombudsman who can be contacted at P.O. Box 6167 Slough SL1 0EH, on 0300 555 0333 or by email at menquiries@legalombudsman.org.uk.

The Legal Ombudsman investigates complaints about service issues with lawyers.

A complaint to the Legal Ombudsman must be made:

- within six months of receiving our final response to your complaint, and
- no more than one year from the date of the act or omission being complained about; or
- no more than one year from the date when you should reasonably have known that there was cause for complaint.

You may also have a right to object to our bill by applying to the Court for an assessment of the bill under Part III of the Solicitors Act 1974. If all or part of a bill remains unpaid, the firm may charge interest as set out above. If you refer the bill to the Court for assessment, then the Legal Ombudsman may be unable to deal with your complaint about the bill.

A complainant to the Legal Ombudsman must be one of the following:

- an individual;
- a micro-enterprise, broadly, an enterprise with fewer than 10 staff and a turnover or balance sheet value not exceeding €2 million;
- a charity, club, association or society with an annual income less than £1 million
- a trustee of a trust with a net asset value less than £1 million; or
- a personal representative or the residuary beneficiaries of an estate where a person with a complaint died before referring it to the Legal Ombudsman.

If you do not fall into any of these categories, you should be aware that you can only obtain redress by using our Complaints Handling Procedure or by mediation or arbitration, or by taking action through the Courts.

24. Legal Aid

We do not undertake legal aid work. For more information go to the website www.gov.uk/legal-aid or telephone them directly on 0300 20 2020.

25. Conclusion

As stated above, after being sent or given our client care letter and its associated documents, your continuing instructions will amount to your acceptance of our Terms of Service. Unless otherwise agreed or updated, our Terms of Service will apply to all future instructions you give us.