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## TERMS OF BUSINESS

(particular attention is drawn to clause 4 (Our liability to you))

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### 1 Our contract with you

- 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 Each time you instruct us on a new matter we will send you a letter 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 called the **engagement letter**. These Terms of Business should be read with the engagement letter—together they form the contract between us. For certain types of work such as residential conveyancing, wills, probate and employment, you can find further information about how we charge on our website.
- 1.3 Although your continuing instructions will amount to your acceptance of these Terms of Business, please sign, date and return the engagement letter (which incorporates these Terms of Business) for our file.
- 1.4 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.

## **2 About us**

- 2.1 Grant Saw Solicitors is the trading name of Grant Saw Solicitors LLP, a limited liability partnership registered in England and Wales under Registration Number OC342741. The registered office is at Grant Saw House, 8 Tranquil Passage, Blackheath, London SE3 OBJ. Please note that reference to a "partner" or "partners" indicates a member of Grant Saw Solicitors LLP. Such references should not be construed as indicating that the members of Grant Saw Solicitors LLP are carrying on business in partnership for the purposes of the Partnership Act 1890. A list of names of the members and their professional qualifications is available for inspection at the above address.
- 2.2 The firm is authorised and regulated by the Solicitors Regulation Authority, the independent regulatory arm of the Law Society of England and Wales, our professional body. Its website contains the relevant rules by which we operate and are regulated ([www.sra.org.uk](http://www.sra.org.uk)). Our SRA authorisation number is 509874. The firm's designated Compliance Officer for Legal Practice and Compliance Officer for Finance and Administration is Raymond Crudginton.
- 2.3 Where we say 'we', 'us' or 'our' in these Terms of Business, we mean Grant Saw Solicitors LLP.
- 2.4 We shall carry out our work for you with due skill and care.

## **3 About you**

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. Unless otherwise instructed we shall assume that your representatives, employees, directors or officers who give us instructions are authorised to do so and that we may act on their instructions.

## **4 Our liability to you**

- 4.1 Your contract is solely with Grant Saw Solicitors LLP, which has sole legal liability for the work done for you and any act or omission in the course of that work. No individual, representative, member, officer, employee, agent or

consultant of Grant Saw Solicitors LLP will have any personal legal liability for any loss or claim, and you shall not bring any claim personally against any individual partner, consultant, or employee of Grant Saw Solicitors LLP, in respect of any loss or damage suffered by you arising out of or in connection with the services that we agree to provide to you (other than any loss or damage which cannot be excluded or limited by applicable law). In the event that you do pursue any individual, representative, member, officer, employee, agent or consultant of Grant Saw Solicitors LLP, they will be entitled to rely on these terms under the Contracts (Rights of Third Parties) Act 1999 (or as amended).

- 4.2 The fact that an individual signs in their own name in any letter or other document, does not mean that he or she is assuming any personal legal liability for that letter or document. This restriction shall not operate to limit or exclude any liability of Grant Saw Solicitors LLP as a firm responsible for the acts or omissions of its members, consultants or employees.
- 4.3 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 upon our advice by any person other than you. If we advise you against taking a particular course of action but you instruct us to proceed in spite of our advice then, assuming we agree to do so, you will be responsible for any adverse consequences (such as an unfavourable costs order).
- 4.4 We are not responsible for any failure to advise or comment on matters falling outside the scope of our instructions, as set out in these Terms of Business and the engagement letter. Our advice is given as at the date we provide it. Unless we have specifically agreed otherwise, we will not be bound to notify you of any changes in the law following the date on which the advice was given.
- 4.5 Our maximum liability to you (or any other party we have agreed in writing 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 (three million pounds sterling) (or, if higher, such minimum level of insurance cover as the SRA requires us to maintain or which the SRA permits us to limit our liability by contract, from time to time in either case) including

interest and costs unless we expressly state a different figure in the engagement letter.

4.6 We will not be liable for:

4.6.1 losses that were not foreseeable to you and us when this contract was formed;

4.6.2 losses not caused by any breach on the part of this firm;

4.6.3 consequential business losses, including such business losses sustained by any individual not acting for purposes of their trade, business, craft or profession; and

4.6.4 any additional tax liabilities (including without limitation Stamp Duty Land Tax) or other expenses incurred due to a change in applicable laws if we do not achieve a particular deadline for your matter.

4.7 The firm takes reasonable precautions to prevent the firm or its clients suffering loss as a result of fraud perpetrated by third parties. It is our clients' responsibility to ensure the integrity of their own computer systems and email accounts. Grant Saw Solicitors LLP shall not be liable for any loss occasioned by reason of our following an instruction sent to us from your email account, including (without limitation) an instruction to send money held by us to a particular destination nor by reason of your sending money to an account which you have been led by a third party to believe is ours but which is not .

4.8 Nothing in these Terms of Business shall exclude or restrict our liability in respect of our fraud or fraudulent misrepresentation or any other losses which cannot be excluded or limited by applicable law.

## 5 **Scope of our legal services**

5.1 The scope of the services we will provide is set out in the engagement letter or other correspondence with you. We will provide legal advice and services to you with reasonable care and skill. We cannot guarantee a particular timeframe or outcome.

- 5.2 Unless otherwise agreed in writing, we will advise only on English law.
- 5.3. We will not advise on surveying, valuation, commercial viability, trading or marketability issues. Unless you specifically instruct us to provide you with tax planning advice (and we agree in writing to provide it), our advice will not take into account the taxation implications or consequences of a particular course (or possible course) of action.
- 5.4. Except as described at clause 13.3 (Financial services), we do not provide financial services or advice.
- 5.5 If you ask us to obtain advice from another law firm, barrister or other person, that firm, barrister or other person will be solely responsible for the service and advice which they provide.

## **6 Professional indemnity insurance / SRA Compensation Fund**

- 6.1 This firm maintains professional indemnity insurance in accordance with the rules of the Solicitors Regulation Authority. Details of the insurers and the territorial coverage of the policy are available for inspection at our offices and can be sent to you on request.
- 6.2 All services provided by Grant Saw Solicitors LLP are regulated by the SRA and covered by the SRA Compensation Fund – this is a discretionary fund for making grants to people for loss caused by dishonesty, hardship caused by a failure to account for money, or an uninsured loss (which should have been covered by professional indemnity insurance). Financial limits and restrictions on who can apply for a grant are subject to change. Please refer to the SRA's website for current details at <https://www.sra.org.uk/consumers/compensation-fund/>

## **7 Service standards**

- 7.1 Our objective at all times is to ensure that you are a satisfied client and to supply you with legal services that are efficient and suitable to your requirements. We will endeavour to keep you informed of the issues involved in your case, the costs being incurred, the progress being made and the likely timescale.

7.2 We are completely independent and will only act in accordance with your interests. We are governed by the Rules of the Solicitors Regulation Authority which can be viewed at.

<https://www.sra.org.uk/solicitors/standards-regulations/>

7.3 We operate a system throughout our office of insisting that our staff meet certain standards with regard to client care. We aim to achieve the following:

- (a) clients should be informed of all substantive correspondence;
- (b) telephone calls from clients are to be returned during the course of the same day if at all possible;
- (c) correspondence is to be dealt with promptly and, wherever possible and appropriate, on the day it is received or if that is not a working day the next working day. Dealing with correspondence may mean an acknowledgement and an indication of when a substantive reply may be expected;
- (d) letters and emails to clients are to be written in plain, succinct language; and
- (e) appointments are to be given to clients without undue delay.

Please remind us if you feel we are not keeping to these standards.

## **8 Complaints**

8.1 If you feel you want further information or have any concerns about the way in which your case is being handled, the solicitor or executive responsible for your case or their Head of department will be very willing to discuss the matter with you. We hope that in this way any concern you may have will be resolved to your satisfaction.

8.2 If you are still dissatisfied with our service, or have a complaint about any aspect of our service, including fees or any bill(s) submitted to you, you may

raise your concerns with one of our Partners, Raymond Crudgington, who will investigate your concerns, or complaint in accordance with our written complaints procedure, a copy of which can be made available to you on request. It can also be accessed via our website. If Raymond Crudgington is the person dealing with your case, then another Partner, Michael Clary, will investigate the complaint.

- 8.3 If you are not satisfied with the handling of your complaint, you may have the right to complain to the Legal Ombudsman, which has formal powers to resolve complaints about lawyers and provides a free and impartial service. The Legal Ombudsman will accept complaints from individual clients, small businesses (i.e less than 10 employees or a turnover of less than €2 million), charities, clubs, societies, associations and trusts. Complainants must normally try to resolve their complaint via the firm's internal complaints handling process, before they can refer it to the Legal Ombudsman. The Legal Ombudsman allows the firm eight weeks to deal with your complaint.

A complaint must generally be referred to the Legal Ombudsman within six months of the date of the final response to your complaint from the person at Grant Saw handling and investigating your complaint.

Please also note the Legal Ombudsman will generally only accept your complaint if it is made not later than one year from the:

- date of the act or omission being complained about; or
- date when you should have realised that there was cause for complaint.

- 8.4 Full details about the Legal Ombudsman and its role can be found at [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk). Contact details are:

Legal Ombudsman, PO Box 6806, Wolverhampton, WV1 9WJ

Tel: 0300 555 0333 between 9.00 and 17.00

Email: [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk)

- 8.5 Alternative complaints bodies, such as ProMediate, exist which are competent to deal with complaints about legal services should both you and

the firm wish to use such a scheme. The website for ProMediate is [www.promediate.co.uk](http://www.promediate.co.uk). We do not generally agree to use ProMediate. This is because we consider that the service offered by the Legal Ombudsman is the most appropriate means of resolving a dispute. However, if you would like to make representations as to why we should use ProMediate on any particular occasion, then please write to Raymond Crudgington setting out your reasons and he will consider them. We will not agree to an alternative complaints body addressing the matter if it has already been dealt with, or is in the course of being dealt with, by the Legal Ombudsman.

8.6 The Solicitors Regulation Authority 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. Visit their website to see how you can raise your concerns with the Solicitors Regulation Authority at <https://www.sra.org.uk/consumers/problems/report-solicitor/>

8.7 If it is necessary for a third party (e.g. another law firm or a barrister) to be instructed on your behalf, and you wish to complain about the service they have provided for you, please ask us to request a copy of the relevant complaints procedure from them.

## 9. **Our charges and billing**

9.1 You are liable to pay legal costs as set out in the engagement letter, which may also state the arrangements for billing. We will usually discuss this with you at the outset of your matter. If you want to know more about the cost of your case, or the delivery of invoices, the lawyer in charge will be pleased to discuss the subject with you at any time — you should not feel hesitant about raising the question with us.

9.2 Except in some matters where we may charge according or by reference to value of the subject matter involved, or where we have expressly agreed a fixed fee with you, our charges are based on the time we spend dealing with a case. In all cases indications of charges are always given on the assumption that the matter is not or does not become unusually urgent, difficult, protracted, complicated or time consuming. Time spent on your affairs will



include meetings with you and perhaps others, any time spent travelling, considering, preparing, drafting and working on papers, correspondence, and making and receiving telephone calls.

- 9.3 Because of the different types of work we do and because a case may develop in a number of different ways, depending on other people or events outside our control, it is not usually possible for us to give a fixed estimate of costs at the outset of any matter. What we shall do is give you the best indication we can, based on what work we think will be involved, and how much time we expect to have to spend on your case. We will then up-date this information regularly and at intervals of no more than six months. In residential conveyancing matters, it is our practice to provide an estimate which will be increased only if difficulties or complexities arise which could not have been foreseen when the estimate was given, or where expected time spent on the matter is substantially exceeded for reasons beyond our control. We will also inform you if any unforeseen additional work becomes necessary (for example due to unexpected difficulties, or if your requirements or the circumstances significantly change during the course of the matter) and you will be informed of any likely increase in our charges.
- 9.4 Not all members of our office are qualified solicitors. Each solicitor or executive will apply an hourly rate to the work. You will be notified of the method of charging at the inception of your case. Sometimes this may be subject to an increase to reflect the value, importance, complexity and/or urgency of particular work and in such cases this will be explained to you.
- 9.5 Our hourly rates are reviewed on 1 April in each year. In protracted cases this may mean that our hourly rates may be varied as the matter progresses. If so, you will be notified of any such change.
- 9.6 Routine letters or emails that we write and receive, and routine telephone calls that we make and receive, will be charged as units of one-tenth of an hour. Other letters and calls will be charged on a time basis in units of one tenth of an hour. Please be aware that regular emails which require attention tend to increase costs significantly. We encourage all clients to consider using emails sparingly to avoid rapid escalation of costs.

- 9.7 We may render an additional charge if your instructions mean that we have to work outside normal office hours (9.00 a.m. to 5.00 p.m. Monday to Friday) or on an urgent basis. You will be notified in writing of any increased rate which may be an uplift of not less than 25% of our usual charging rates.
- 9.8 We will add VAT to our charge at the rate that applies when the work is done. As at April 2023 the rate is 20%. The VAT registration number of Grant Saw Solicitors LLP is 946 9737 59.
- 9.9 There may be certain other expenses, including payments made on your behalf, which you will have to pay. These will include (non-exhaustive and depending upon the type of case) Court fees, fees for experts' reports, barristers' fees, search fees, stamp duty land tax, travelling expenses, land registry fees and probate registry fees. VAT is payable on certain expenses. Services provided by third parties will be subject to their terms of business and we will not be liable for any act or omission of any such third party unless otherwise agreed with you in writing.
- 9.10 We will usually ask you to pay to us in advance any money that we have to pay out on your behalf.
- 9.11 You may set a limit at the outset on the charges and expenses to be incurred. This means that you must pay those incurred up to the agreed limit without our needing to refer back to you. Where you have set a limit, we will inform you as soon as it appears that the limit may be exceeded, and will not exceed the limit without our first obtaining your consent. We may cease to act if further fee arrangements cannot be agreed.
- 9.12 If for any reason your matter does not proceed to completion, we will charge you for work done and expenses incurred. If we agreed a fixed fee with you but your matter does not proceed to completion, then we will charge on the basis of our hourly rates and our charges will not exceed the agreed fixed fee.

- 9.13 It is this firm's normal practice to ask clients to pay sums of money from time to time on account of costs and expenses to be incurred.
- 9.14 When accepting instructions to act on behalf of a limited company, we may require a director and/or controlling shareholder to sign a form of personal guarantee in respect of the charges and expenses of this firm. If such a request is refused, we will be entitled to stop acting and to require immediate payment of our charges on an hourly basis and expenses as set out earlier in these terms.
- 9.15 Our bills are due for payment within 7 days of delivery. An exception is in the case of property or other transactional matters when our invoice may be required to be paid on or before completion even if that is less than 7 days of the delivery of our invoice. You agree that we may deliver our bills to you electronically.
- 9.16 We may submit interim bills at appropriate stages as the case progresses. Interim bills are on account and may not include all costs incurred to date. We reserve the right to submit interim bills at any time, but will typically do so either monthly or every three months. We also reserve the right to render invoices in respect of work done up to the end of our financial year which is currently 31 March.
- 9.17 We may cease or suspend acting for you if a bill remains unpaid when due or if our reasonable request of a payment on account of costs is not met. In transaction matters, we may refuse to complete your matter unless you place us in funds for our full fees and disbursement prior to completion.
- 9.18 Insofar as our professional rules allow we have the right (called a "lien") to retain all of your papers, documents, money or other property held on your behalf until all sums owed to us by you have been paid to us in full. A lien may be applied after our retainer ends.
- 9.19 We will only accept payments by debit or credit card (excluding American Express) for our charges and disbursements, or by direct payment to our client account or via the link on our website. Our website link may not be

used for monies other than payment of our bills as our bank will deduct a percentage of sums paid and there is a delay in receipt. Without prejudice to our other rights, we reserve the right to charge you a sum equivalent to any fee charged to us (plus VAT) as an administration cost if you pay monies in breach of this term. Please contact us to discuss whether we will accept payment by cheque. We will not accept cash payments and in particular cash must not be paid over the counter into our client account.

- 9.20 We are entitled to apply any amount standing to your credit with us in, or towards, payment of our charges and disbursements.
- 9.21 If arrangements are made for a third party to pay your bill, then you remain liable to the extent that they do not pay and our bills will still be addressed to you.
- 9.22 We may charge interest on overdue bills on a daily basis at the rate permitted by the County Courts Act 1984 and/or the Judgments Act 1838 (currently 8% per year) or (if higher) the rate (together with any sums for costs) permitted by the Late Payment for Commercial Debts (Interest) Act 1998, if our relationship with you is covered by that Act. We will only begin charging interest after 30 days have passed from the date of our invoice.
- 9.23 You have the right to challenge our bill by applying to the Court for an assessment of 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.
- 9.24 Payment details are printed on the reverse of our bill and often confirmed in our engagement letter. Any e-mail you receive seeking diversion of your payment to another account is unlikely to be genuine. You must not act on it and contact the firm immediately. We will not be responsible for any funds misdirected by you in this way.

## **10. Funding of Litigation Matters**

- 10.1 In litigation matters the person dealing with your case should have discussed with you the following matters. If any have not been discussed with you or

have not been considered to your satisfaction, then please let us know immediately:-

- (a) whether you are eligible for the funding of your case from the Community Legal Service Fund (formerly Legal Aid);
- (b) whether your liability to pay this firm's costs may be covered by insurance already purchased by you;
- (c) whether your liability for another party's costs will be covered by insurance already purchased by you;
- (d) whether it is advisable for our costs or the other party's costs to be covered by "after the event" insurance;
- (e) whether liability for your costs should be met by some other person (for example your employer or trades union); and
- (f) whether it may be appropriate for the litigation to be funded by means of a conditional fee agreement (which is sometimes called a "no win no fee" agreement).

10.2 If you think that any of the above matters apply to you then please let us know immediately.

**Our June 2023 Terms and Conditions have been updated with effect from October 2023 as a result of changes to the court rules relating to the recovery of costs. The following provision replaces Condition 11 of our June 2023 Terms and Conditions.**

## **11. Litigation Matters - Costs Information**

- 11.1 Successful litigants can, in certain circumstances, expect to recover some costs from the losing party, but the rules regarding costs recoverability are complex and you should be aware of the following matters.
- 11.2 You will be responsible for payment of our invoices (including our costs and expenses incurred by us) in any event regardless of any Order for costs which may be made against an opponent;

- 11.3 if you lose your case it is probable that you will have to pay some, or all, of your opponent's costs as well as your own;
- 11.4 Even if you win, your opponent is unlikely to be ordered to pay the full amount of your own legal costs, and may not be capable of paying what has been ordered;
- 11.5 Your opponent will not be liable to pay the VAT element of your costs if you are registered for VAT;
- 11.6 If your opponent is Legally Aided you are unlikely to recover your costs even if you are successful;
- 11.7 You will be responsible for paying the charges and expenses of seeking to recover any charges and expenses that the Court orders the other party to pay; and
- 11.8 Most civil claims are allocated to one of a number of 'tracks' depending on the value and complexity of the claim. If your claim has a value of (at present) £10,000 or less and is allocated to the small claims track or your claim is in the employment or residential property tribunals; then even if you are successful you are very unlikely to recover any of the costs which you incur in connection with such claims, although you may recover the Court fees incurred.
- 11.9 Claims not allocated to the small claims track may be allocated to either the fast, intermediate, or multi-track. In fast and intermediate track claims the amount of costs you will be entitled to recover if successful is **fixed in all but exceptional circumstances**. The costs you may be entitled to recover from your opponent are not based upon the amount of work carried out by the parties' lawyers but on the stage at which the case is finally resolved, plus a percentage of the claim value. This may mean that that in some circumstances the amount you pay to us in legal costs may be substantially more than the amount which you can recover from your opponent.

## **12. Banking and related matters**

- 12.1 Any money received on your behalf will be held in our Client Account, which in accordance with Law Society recommendations is divided between different banks. As at the date of these conditions our clients' funds are divided between National Westminster Bank Plc, Lloyds Bank Plc, and Handelsbanken Plc.
- 12.2 Our bank details are usually set out in our engagement letter. If you receive an email with our bank details you should check that the sender is genuine by telephoning us using a number previously notified to you (not one contained within the email). This is because the e-mail may have been sent to trick you into sending funds to the wrong person. Emails can be intercepted and email accounts hacked. Criminals have succeeded in scamming large amounts from the public by impersonating their solicitors. This firm has no plans to change its bank details at present. We cannot take responsibility for lost monies if you disregard this warning and send them to a fraudster, even if you thought the email was genuine.
- 12.3 We will never tell you of changes to important business information, such as bank account details, solely by email. Please notify us immediately if you

receive any email or other communications purporting to be from the firm stating that we have changed our bank details or payment arrangements.

- 12.4 Subject to our obligation to comply with our professional rules, we shall not be liable for any loss whatsoever arising from any failure by our bank, for example, but not limited to total banking failure or insolvency or where the bank's electronic funds transfer services become unavailable for any reason.
- 12.5 In the case of any bank failure, you may be eligible for compensation under the Financial Services Compensation Scheme ([www.fscs.org.uk](http://www.fscs.org.uk)) (FSCS), the UK's statutory fund of last resort for customers of banking institutions. Compensation is presently limited to £85,000 per banking institution (although some exceptions exist for temporary high balances of up to £1 million for periods of up to 6 months in certain circumstances). If you hold other personal money in the same banking institution as our Client Account, the limit remains £85,000 in total.
- 12.6 The way interest is paid on monies being held on behalf of a client is governed by the SRA Accounts Rules 2019. These rules stipulate that Solicitors must act fairly towards you, although there is no express obligation to account for interest. Please note, whilst the rules seek to ensure that a fair rate of interest will be paid, this is unlikely to be as high as you would be able to obtain if you were to deposit the funds personally. We have an interest payment policy. Please let us know if you would like a copy.
- 12.7 As the main concern is to keep any monies safe, whilst available for the purposes intended, monies will generally be held in an instant access account, unless the monies are to be held for an extended period when a deposit account or a fixed rate of interest may be more appropriate.
- 12.8 The calculation of interest will take into account:-
- 12.8.1 the amount held
  - 12.8.2 the length of time for which cleared funds were held;
  - 12.8.3 the need for instant access to the funds;



- 12.8.4 the rate of interest payable on the amount held in the name of a client, which would be in an instant access account at the bank where the client account is kept; and
- 12.8.5 the practice of the bank where the client account is kept in relation to how often interest is paid and compounded.
- 12.9 Where payable, interest will either be calculated when a matter completes or when the file is closed and any monies returned. Interest is calculated for the whole period the money is held once the funds have cleared.
- 12.10 Where the interest due is less than £50.00, payment will be discretionary. This limit will be reviewed regularly. We will not normally pay interest on monies held for short periods in property transactions, even if on strict calculation more than £50 would be due. This is because of the considerable administrative costs involved.
- 12.11 Where interest rates are negative, no interest will be due to you and we may be entitled to charge you a fair sum for the costs we incur for holding funds in our client account on your behalf in accordance with our interest payment policy for the time being plus an administrative charge for calculating those costs.
- 12.12 Where a client obtains borrowing from a lender in a property transaction, we will ask the lender to arrange that the loan funds are received by telegraphic transfer into our account on the day prior to completion. We will not ordinarily receive funds by cheque. If the money can be telegraphed, we will request that we receive it the day before completion. This will enable us to ensure that the necessary funds are available in time for completion. Such clients need to be aware that the lender may charge interest from the date of issue of their loan cheque or the telegraphing of the payment.
- 12.13 For the convenience of our clients, we may provide a facility for clients to pay monies on account or settle bills via our website using a facility operated by Barclaycard or other third party provider. There is a slight delay in receipt of funds by the firm and, for this reason, we do not accept payment via our website where funds are required urgently, or where funds have otherwise

been requested urgently, for example so that we can instruct a barrister, or proceed with a court hearing. Our bank account details should be requested for direct electronic payment in such circumstances. The firm shall not be responsible for any delay caused to your matter, by reason of a delay in receipt of payment, which was not appropriate to be made via our website. We have a refund policy for payments made by you via our website in error. Please refer to our website for further details.

- 12.14 With a view to reducing the opportunities for criminals to commit banking fraud, you agree not to disclose our bank account details to any third party without our written consent.
- 12.15 Any money due to you at the end of a matter will be sent to a bank account in your name. We will only accept instructions on this basis. You must tell us if you do not have a bank account and we will not accept instructions in such circumstances.

### **13. Insurance distribution activity and disclosures regarding investments**

- 13.1 This firm is not authorised by the Financial Conduct Authority. However, we are included on the Register maintained by the Financial Conduct Authority so we can carry on insurance distribution activity, which is broadly the advising on, selling and administration of, insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the Solicitors Regulation Authority. The Register can be accessed via the Financial Services Authority website at <https://register.fca.org.uk/s/>
- 13.2 This firm only selects products from a limited number of insurers for matters such as defective title and restrictive covenant indemnity policies and "after the event" insurance for litigation matters, but we are not contractually obliged to conduct business in this way.
- 13.3 This firm is not authorised by the Financial Conduct Authority to provide investment advice services. If you need advice on investments, we may refer you to someone who is authorised by the Financial Conduct Authority to provide the necessary advice. However, because we are regulated by the

Solicitors Regulation Authority, we may be able to provide certain limited investment advice services where these are closely linked to the legal work we are doing for you.

13.4 The Solicitors Regulation Authority is the independent regulatory arm of the Law Society. The Legal Ombudsman deals with complaints against lawyers. If you are unhappy with any financial service you receive from us, you should raise your concerns with the Solicitors Regulation Authority or Legal Ombudsman.

#### **14. Receiving and paying funds**

14.1 We no longer generally accept cash payments. If you prefer to make a payment of up to £500 in cash please ask your lawyer to seek approval in advance from the firm's partners. If you try to avoid this policy by depositing cash directly with our bank, we may decide to charge you for any additional checks we decide are necessary to prove the source of the funds and this could also cause delays.

14.2 If we receive money in relation to your matter from an unexpected source, there may be a delay in your matter and we may decide to charge you for any additional checks we decide are necessary.

14.3 Where we have to pay money to you, it will be paid by bank transfer or cheque. It will not be paid in cash or to a third party.

#### **15. Prevention of tax evasion money laundering and terrorist financing**

15.1 This firm is committed to promoting compliance with the requirements of the Criminal Justice Act 2017 within its practice as well as in those areas in which it has influence. The firm does not tolerate tax evasion, or the facilitation thereof in any circumstances, whether committed by or facilitated by a client, personnel or associated persons/companies.

15.2 To comply with anti-money laundering and counter-terrorist financing requirements, we are likely to ask you for proof of your identity and may conduct searches or enquiries for this purpose. We may also be required to

identify and verify the identity of other persons such as company directors, trustees and beneficial owners. If you or they do not provide us with the required information promptly, your matter may be delayed or we may cease to act.

- 15.3 You agree that we may make checks using online electronic verification systems or other databases as we may decide. We have also engaged Credas and Smart Search to collect evidence of and verify the identity of individuals. In some cases we may need to carry out enhanced due diligence (further checks) at the outset or during the matter.
- 15.4 We may ask you to confirm and provide evidence of 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 or we may cease to act. We have also engaged Armalytix to collect evidence of Source of Funds.
- 15.5 If our enquiries show that the source of funds derives from crypto currency (or similar) then we may be unable to adequately investigate source of funds. In such circumstances we may make a charge for work undertaken to date and cease to act for you. We encourage you to discuss source of funding with us at an early stage.
- 15.6 Where any checks we make to meet our regulatory obligations involve costs to us we reserve the right to pass on such costs to you. Where you do not cooperate with our requests or we consider the information unsatisfactory we will cease to act for you. If you provide our bank details to a third party who makes payment on your behalf, or if a transaction involves finance from a third party we will also need to carry out due diligence upon them before we can deal with those funds.
- 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 or terrorist 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 Under the Fourth Money Laundering Directive, banks who hold funds in "pooled" client accounts may require the firm to provide lists of the persons who hold money in our client account with them and the firm will comply with the reasonable requirements of such banks as contemplated by the Directive.
- 15.9 Subject also to clause 4.5 (our liability to you), we shall not be liable for any loss arising from or connected with our compliance with any statutory obligation which we may have, or reasonable belief we may have, to report matters to the relevant authorities under the anti-money laundering and/or counter-terrorist financing legislation.

## **16. Off-Premises Contracts**

Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, for some non-business instructions, where our arrangements with you are concluded away from our premises, you may have the right to withdraw from the contract. We will usually have given you notice of your rights (which are too detailed to include within this document) in such circumstances, but if you think you have not been given notice of your rights then please let us know in writing immediately and we will be pleased to provide you with further information and consider whether these regulations may apply in any particular case.

## **17. Terminating your instructions**

- 17.1 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. This is sometimes known as a Solicitor's lien.
- 17.2 We may cease acting for you for good reason such as (this is not an exhaustive list) where there is a fundamental breakdown in our relationship with you, a conflict of interest arises, if you act unreasonably or dishonestly, fail without good reason to attend a meeting or court hearing, fail to give us adequate or prompt instructions, reject our reasonable advice, fail to pay

an interim bill or provide monies on account or fail to provide satisfactory evidence of identity or source of funding.

- 17.3 If you or we decide that we should stop acting for you, you will pay our charges for the work we have done up to the point of termination.
- 17.4 We are not responsible for reminding you about important dates and/or any deadlines after our appointment has been terminated.

## **18. Privacy and data protection**

- 18.1 We take your privacy very seriously. Please read our Privacy Policy carefully as it 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 our website at [www.grantsaw.com/privacy-policies](http://www.grantsaw.com/privacy-policies).
- 18.2 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. You have the right to opt out of receiving promotional communications at any time, by:
  - 18.2.1 contacting us by email at [enquiries@grantsaw.co.uk](mailto:enquiries@grantsaw.co.uk);  
or
  - 18.2.2 using the “unsubscribe” link in emails or STOP number in texts.

## **19. Miscellaneous**

- 19.1 If we do not exercise our strict legal rights you should not take this as a waiver of those rights.
- 19.2 We will keep our file of papers (except any of your papers which you ask us to return to you) for a period in accordance with the firm's policy on retaining papers. A copy of the policy is available on request. This will usually be for not less than six years after the date of the final bill, although files on

certain matters are retained for longer. We will store the file on the basis that we are authorised to destroy it once this period has elapsed. You also authorise us to destroy your file if, during the period of storage we elect to retain a scanned copy of your file and to destroy the paper copy. We are now increasingly working using electronic files, rather than paper files, which are stored on the firm's case management system. This includes email and so the "paper file" will not be a complete copy of work undertaken on your matter. In such circumstances, we will on request during the relevant storage period make an electronic copy available to you. We may make an additional charge if you request us to print paper copies of electronically held information. We will not destroy or charge for time spent retrieving documents you ask us to deposit in safe custody. Electronic files will be destroyed after a similar period to our hard copy files.

- 19.3 We will usually charge for the time spent by our lawyers in the production and accessing of documents from files that have been stored. This will be a minimum of £50.00 per request (plus VAT) per file worked on in simple cases. We may also charge at appropriate hourly rates for reading correspondence and other work necessary to comply with your instructions in relation to the retrieved papers and so our charge could be considerably more. We will require you to pay our charge before releasing papers. If we are compelled by law to disclose papers that we hold to any government agency or third party you must pay us for our time and any expenses incurred, including but not limited to the costs of taking advice from any third party as to our obligation to release such papers.
- 19.4 Insofar as the law permits we shall be entitled to make a charge (including fees for counsel and disbursements) for our time in responding to a subject access request which relates to the subject matter of work which we have undertaken for you.
- 19.5 On occasions we are asked to provide work to clients on computer disk or memory stick via a data room or by other electronic means. Whilst we take care to upgrade our anti-virus programs from time-to-time, no liability can be accepted for any consequential losses which you or a third party may suffer as a result of transferring data onto another computer system (or attempting to do so).

- 19.6 Where you wish us to communicate with you by electronic mail, you accept that we cannot be liable for losses resulting from our or your failure to send or receive any particular transmission, and you further accept that confidentiality of the source cannot be guaranteed (i.e. transmissions may be intercepted by third parties). Grant Saw does not use end-to-end encryption of its electronic mail as standard at the present time. We send emails via Office 365 which are encrypted in transit and in rest only. You must let us know if there are any risks associated with our methods of communicating with you.
- 19.7 Where we act on sensitive or personal matters , you must provide a private email address as opposed to a business one. Some employers have policies restricting use of personal email. If we act for you personally and you have us use your work email address, we are not responsible for any issues that may arise with your employer.
- 19.8 Nothing in these Terms of Business are intended to confer any benefit on a person other than you as a client of Grant Saw Solicitors LLP. However, our members, staff and consultants may have the benefit of clause 4 (our liability to you).
- 19.9 Where you ask us to store or collect data on or from a remote internet storage system, you accept that we cannot protect the data or documents stored in this way. You agree that so long as we have used all reasonable endeavours to safeguard your data or documents, we are not liable for any damage to or disclosure of such information. Sometimes we may use software intended to restrict receipt of unsolicited or potentially harmful emails and this may inadvertently reject legitimate emails from you or in relation to work we are carrying out for you. We shall not be liable for the consequences where emails do not reach their intended recipient as a result of such software.
- 19.10 We prefer you not to use text or app messages as a means of providing us with specific information, authority or instructions, as we cannot be sure of their security, timely receipt or prompt transfer to our case management system.



If you communicate with us via text or other forms of electronic communication (including apps and social media) we may limit their use as necessary and keep copies as part of our record of your matter. We may charge for receiving and filing them in the same way as for letters and e-mails.

- 19.11 The firm has a policy to ensure that both in the sphere of employment law and in the provision of services (including how we select third parties) we comply with the law and respect equality and diversity. A copy of our policy is available upon request. If you have a disability and consider that we can make a reasonable adjustment to improve the way in which we offer a service to you, then please let us know so that we can consider it.
- 19.12 Sometimes we may enter outsourcing agreements with third party data processors to carry out work on our behalf such as typing, remote telephony, storage of documents, client identification, source of funds checks or to assist us with our own marketing to our existing clients and contacts. We will always seek a confidentiality agreement with these outsourced providers and assurances as to the security of your data.
- 19.13 You must inform us immediately if you are, or have ever been, declared bankrupt and if you are declared bankrupt whilst we are acting for you. The law relating to bankruptcy is complex and its legal implications can be serious. For example you may not be able to sell property held in your name or commence or carry on litigation; if you do so, you could be liable in damages and responsible for paying the other party's costs, when your bankruptcy comes to light. Your position can also be affected by an Individual Voluntary Arrangement and you must tell us about this immediately.
- 19.14 It is a condition of our retainer with you that you tell us if you, or a member of your family, is a "Politically Exposed Person" (**PEP**) for the purposes of the anti-money laundering regulations. Typically this would involve being engaged in government or exercising a senior judicial or administrative function. Please consult the PEP's policy on our website, which can be found at [www.grantsaw.com/peps-policy](http://www.grantsaw.com/peps-policy) .

- 19.15 We reserve the right to review our Terms of Business and amend as appropriate at any time.
- 19.16 Grant Saw Solicitors LLP may assign our rights and/or arrange to transfer our obligations under our contract with you to any business which is a successor or intending successor to our business or a part of it.

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