

Terms of Business

These are the terms upon which we will act. They will apply unless otherwise agreed in writing.

Our Commitment To You

We will treat you fairly and with respect

We will communicate with you in plain English and explain any legal terms to you

We will review your matter regularly and keep you updated

We will explain the work we will be doing on your behalf

We will keep your information confidential unless disclosure is required or permitted by law or with your consent.

We will not share your data with a third party unless required to do so by law; or other regulations; or with your consent; or within the legitimate course of dealing with your matter.

Your Commitment to Us

You will provide us with clear and accurate instructions and information

You will comply with any applicable timescales

You will advise us of how you would like us to communicate with you

You will advise us of any changes to your contact details

Hours of Business

Our normal office opening hours are 9.00am to 5.00pm on weekdays. In addition, we will open on the 3rd Wednesday of every month until 7.00pm; and on the 1st Saturday of every month from 9.00am to 12.00 noon.

Storage of Papers and Documents

After completing your work, we will be entitled to keep all your papers and documents while there is still money owed to us for fees and disbursements. We will keep our file of your papers for 15 years, except those papers that you ask to be returned to you. We will not destroy documents such as Wills and Deeds.

If we take papers or documents out of storage in relation to continuing or new instructions to act for you, we will not normally charge for the retrieval. However, we reserve the right to charge you for time spent producing stored papers that are requested and reading correspondence or other work necessary to comply with your instructions in relation to the retrieved papers.

We use a cloud-based case management system through 'Quill'. In agreeing to these terms of business you are consenting to us storing your data in this way.

Conflict of Interest

Please notify us promptly of any potential conflict affecting our ability deal with your case, for example in relation to existing clients.

Termination of your instructions

You may end your instructions to us at any time, by giving us notice in writing. We are entitled to keep all your papers and documents until such time as any costs or disbursements have been paid.

There may be circumstances which mean we have to stop acting for you. We will explain this to you in writing. You will be obliged to pay any costs or disbursements up to termination.

Distance Selling Regulations

In the event that our initial meeting was off-site, for example in your home or hospital, we are required under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 to give you written notice of your right to cancel the contract within a 14 day period. A Notice of the Right to Cancel and a Cancellation Notice, setting out the information prescribed by the Regulations is available on request.

Our Costs and Invoices

Payment of every invoice is due within one month of the date of the invoice. If payments fall overdue, we reserve the right to charge interest on the overdue amount at 4% above the Lloyds Bank plc base rate.

Client Money

Any money received on your behalf will be held in our client account. We are governed by the Solicitors Accounts Rules regarding payment of interest held in any client account. The rules state that we must account to you for a fair sum of interest on any client money we hold on your behalf unless agreed otherwise.

Our policy is that we will pay interest to you once the interest owed exceeds a de minimis amount of £30.00 and in agreeing to these terms you are consenting to this arrangement.

Our policy is to only accept cash up to £500. 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 funds.

Where we have to 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.

Money Laundering

The Money Laundering Regulations require solicitors to obtain satisfactory evidence of the identity of their clients and, where there is a beneficial owner who is not the client, the beneficial owner. This is because solicitors who deal with money and property on behalf of their client can be targeted by criminals attempting to launder money.

To comply with the law, we need to obtain evidence of your identity as soon as possible. Details are outlined in our ID fact sheet. We are entitled to refuse to act for you if you fail to supply identification as requested.

We are required to retain evidence of your identity for five years from the completion of your instructions.

Reporting Obligations

We are professionally and legally obliged to keep your affairs confidential. However, solicitors may be required by law to make a disclosure to the National Crime Agency where they 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.

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

Avoiding Scams

We will never notify you by email of important changes to our business information (such as bank account details). Please be aware of potential scams relating to your data and your bank account details.

Regulation

We are regulated by the Solicitors Regulation Authority.

This means that we are governed by a Code of Conduct which you can access on the SRA's website www.sra.org.uk.

Data Protection

Our privacy notice relating to our holding of your data is available on our website. Please let us know if you require a hard copy version.

Auditing and Vetting of Files

External firms or organisations may conduct audit or quality checks on our firm from time to time. They may wish to audit/quality check your file and related papers for this purpose. If you do not wish your file to be used in this way, please let us know as soon as possible.

Professional Indemnity Insurance and Limitation of Liability

Any advice we give to you is for your benefit only. It may not be used or relied upon for any other purpose or by any person other than you without our prior written agreement. We accept no liability for any work carried out by third party specialists.

Our liability to you for a breach of your instructions shall be limited to £3,000,000 unless we expressly state a higher amount to you in writing.

We can only limit our liability to the extent the law allows. In particular, we cannot limit our liability for death or personal injury caused by our negligence. We will not be liable to you for any delay or failure in providing services, where that delay or failure is caused by circumstances beyond our reasonable control.

If we have to make a notification under the terms of our Professional Indemnity to our Insurers, information about you and your file may be seen by our insurers, unless you provide notification that you do not agree to this.

Details of our Professional Indemnity Insurance are available on request.

Financial Services/Insurance Distribution Activity

We are not authorised by the Financial Conduct Authority. However, we are included on the register maintained by the Financial Conduct Authority so that 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 Conduct Authority website at www.fca.org.uk/firms/financial-services-register.

If your work involves investments, we may refer you to someone who is authorised to provide investment advice.

Third Parties

We will discuss with you in advance if we are of the view that specialist advice is required, for example in relation to investments, tax, foreign assets, or if we think it would be beneficial to take expert advice from a barrister. We will not be responsible for any act or omission of third parties. We will discuss any additional costs in advance, and you (or the estate) will be liable to pay such costs.

Equality and Diversity

We are committed to promoting equality and diversity in all our dealings with clients, third parties and employees. We have a written Equality and Diversity Policy, which is available on request.

Complaints

Our aim is to provide high quality legal advice and an excellent service to you. If you are dissatisfied with any aspect of the work we do for you, including our bill, please discuss this with the Solicitor overseeing your matter in the first instance. If you are unable to resolve the issue directly, please set out your complaint in writing to our Complaints Director, Jill Owens either by post to 5 Marden Road, Whitley Bay, Tyne and Wear, NE26 2JL or by email to jill.owens@yarwood-stimpson.co.uk.

We have a written complaints procedure, which is available on request.

We have eight weeks to deal with your complaint. If we have been unable to resolve your complaint within this time or if you are not satisfied with how we have dealt with your complaint you may complain to the Legal Ombudsman. Their contact details are: Address - PO Box 6806, Wolverhampton, WV1 9WJ; Telephone: 0300 555 0333; Email: enquiries@legalombudsman.org.uk Website: www.legalombudsman.org.uk. Normally, you will need to bring a complaint to the Legal Ombudsman within 6 months of receiving a final written response from us about your complaint, or within 6 years from the act or omission about which you are complaining or within 3 years from when you found out about the act or omission about which you are complaining.

You also have the right to challenge or complain about your bill by applying for assessment of your bill under Part III of the Solicitors Act 1974.