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## 1. INTRODUCTION

These Terms of Business together with our accompanying Client Care Letter constitute the contract between us and the basis on which we will act on your behalf in the matter on which you have consulted us. Where there is any inconsistency between the Client Care Letter and these Terms and Business, the terms of our Client Care Letter will take priority. Although your continuing instructions will confirm your acceptance of these terms, please sign, date and return one copy of the attached Client Care Letter for our file. These Terms of Business are updated from time to time and the most recent version will be available on our website at <https://www.ellis-fermor.co.uk/terms-of-business/>

References to 'us', 'our', 'we' and 'Company' mean Ellis-Fermor & Negus Limited. Ellis-Fermor and Negus Limited trading as Ellis-Fermor & Negus Solicitors is a company incorporated in England and Wales with registered number 07853015. Its registered office is at 5 Market Place, Ripley, Derbyshire DE5 3BS. You can find the details of the postal address, contact numbers, email addresses and SRA authorisation numbers of each office on our website at <https://www.ellis-fermor.co.uk/> We are registered for VAT purposes. Our VAT registration number is 295378606. Ellis-Fermor & Negus Limited is regulated and authorised by the Solicitors Regulation Authority (SRA). The SRA is the independent arm of our professional body the Law Society of England and Wales. Our registered office's SRA authorisation number is 567496.

The SRA Indemnity Insurance Rules, in force from time to time, require us to take out and maintain Professional Indemnity Insurance with participating insurers. Information about the compulsory layer of Professional Indemnity Insurance we carry, including the contact details of our insurers and the territorial coverage of our insurance, are available in hard copy at our registered office or made available upon request.

## 2. PEOPLE RESPONSIBLE FOR YOUR WORK

The Directors of the Company are ultimately responsible for all work done for clients. The attached Client Care Letter confirms who will have day to day supervision of your matter. In order to give an economical as well as an efficient service, different tasks in your matter may be handled by lawyers within our Company other than the person with primary responsibility for the file. Routine tasks may be delegated to someone more junior whereas complex points may need to be referred to someone more senior. Where more than one area of law is involved the person dealing with the file may need to consult with a colleague who has different specialised knowledge.

## 3. SERVICE LEVELS

We will update you regularly with progress on your matter and will explain to you the legal work required as your matter progresses. We will update you on the likely timescales for each stage of your matter and of any change in circumstances or risks that could affect the outcome of your matter. If there is a material change of circumstances, we will advise you whether the anticipated outcomes still justify the likely costs and risks.

You will provide us with clear, timely and accurate instructions and any information or documents we require promptly on request. You will ensure that such information is accurate and is not misleading and safeguard any documents likely to be required during the course of your matter. You will notify us if your contact details change and about any other changes as your matter progresses which might affect the work we do for you.

## 4. OUR CHARGES

Unless we agree differently in writing, it is important that you understand that you will be responsible for paying our charges. The accompanying Client Care Letter will set out an estimate of our charges and the hourly charge out rates for the lawyers dealing with your matter unless we have agreed a fixed fee with you, or as otherwise stated in Section 6 'Estimates and Cost' below. Where no fixed fee has been agreed our charges will be calculated on the hourly rates set out later in this Section.

Our charges are primarily based on the time spent dealing with your matter. This will include meetings with you and perhaps others, travelling and all time spent considering, preparing and working on papers, correspondence, making and receiving telephone calls, drafting and reading letters and e-mails. We record the time spent working

on each matter on our computer system so that we can charge accurately for that time based on units of 1/10th of an hour. Routine letters and e-mails that we write and routine telephone calls that we make and receive will be charged as units of 1/10th of an hour. Other letters, e-mails and telephone calls will be charged on a timed basis.

In addition to the time spent, we take into account a number of other factors which include the complexity of the issues, the speed at which action must be taken, the expertise or specialist knowledge that the matter requires, and if appropriate, the value of the property or subject matter involved. If the matter turns out to be more demanding than we envisage at present, we shall notify you and indicate if this will result in our charging a higher value element in addition to the charge out rate referred to below or at a rate which is higher than our normal rates.

In estate administration matters, in addition to the time spent in certain instances we are entitled to include in our charges an element to reflect the value of the estate being administered which will be a percentage of the value of the estate. If this is applicable in your case the accompanying letter will specifically mention this.

In litigation matters, unless we agree otherwise, for example, by entering in to a Conditional Fee Agreement, you will have to pay all our costs even if they are greater than those which may be recovered from another party to the proceedings. We contract out of Solicitor's Act 1974 74(3) so that our costs are not limited to the amounts allowed for our costs in Court proceedings. In some circumstances you may have to pay the legal costs of a third party. If so, we will discuss this with you before making any commitment on your behalf. Any estimate or agreement on charges we make with you does not include such third party legal costs.

Our normal hourly rates (April 2023) are:

Directors	£272
Assistant Solicitors/ Fellows of the Institute of Legal Executives/ Senior Executives/Residential Conveyancing Fee Earners	£180 - £245
Trainee Solicitors/Legal Clerks/Paralegals	£149 - £208

The above hourly rates are reviewed annually on 1st April each year and new rates will take effect from that date. Our charges are subject to VAT being added at the rate applicable when the work is done.

You may set an upper limit on our charges for which you are liable without further authority. We will not normally exceed an agreed amount without first obtaining your consent.

## 5. **EXPENSES AND DISBURSEMENTS**

Unless we agree differently in writing you will be responsible for any payments we make on your behalf to third parties in connection with your matter ("disbursements") including VAT if applicable. In the case of large disbursements, we usually expect payment in advance from you. Cleared funds must be made available to us before we can make any payments on your behalf. We are not obliged to make any payment for you, nor incur any liability, until you let us have the money to cover it.

We are professionally bound to pay barrister's fees once a barrister has been instructed on your behalf. We will obtain your prior agreement to the instruction of a barrister or any other third parties and we will ask you to make payments in advance to us to meet fees associated with their involvement.

## 6. **ESTIMATES AND COST**

Unless we have agreed a fixed fee with you, our accompanying letter sets out such estimate as we can give of the time that your matter is likely to take and our charges and the expenses you are likely to have to pay us on the information available so far. However, it is always difficult to predict these matters with accuracy particularly where Court proceedings are or might be involved. Wherever possible we will adhere to the estimate but there are cases where the matter is more complicated or time consuming than is normal and in such cases we reserve the right to charge an additional amount based on the actual time spent on your matter.

We will endeavour to update our estimate approximately every 6 months. If you wish to have an up to date estimate, please ask the lawyer handling your matter. You are welcome to do this at any time.

## 7. **LEGAL AID**

We are not able to offer Legal Aid.

## 8. **BILLING ARRANGMENTS/PAYMENT**

Unless there is specific written agreement to the contrary, our charges are payable whether or not a case or transaction is successfully concluded. Even if your matter is not carried through to completion you must pay our charges for the work already carried out. VAT is payable on that amount and you will also be billed for any disbursements incurred.

In conveyancing matters, payment of our charges including VAT and any unpaid disbursements (in addition to any payment required in connection with the transaction itself) is due in cleared funds before the contractual completion date.

On matters where we send a final bill after completion of the work, payment is due to us within 14 days of our sending you a final bill. If you have a query about any bill which we send to you, you should contact us straight away. If you prefer, or if the amount of work required on your case is substantial or over an extended period of time, we may render interim bills periodically whilst the matter is in progress. Should an interim bill not be paid promptly (and in any event within 14 days), we reserve the right to suspend work until all amounts due are cleared. Any regular monthly payments you make to us will be applied to your account to clear amounts billed to you. We will always use any amounts received to clear the oldest bill.

We are entitled to retain any money, papers or other property belonging to you which properly came into our possession pending payment of our costs, whether or not the property is acquired in connection with the matter for which the costs were incurred. This is known as a “general lien”. We are not entitled to sell property held under a lien but we are entitled to hold property, other than money, even if the value of it greatly exceeds the amount due to us in respect of costs.

If you would like a third party to pay some or all of our bills, we will need the third party’s full contact details and request their identification documents before we can consider such a request. It is your responsibility to pay our bills, even if you have agreed for someone else to pay some or all of them, and our bills will still be addressed to you.

**If there is a problem with your bill:** You are entitled to complain about your bill if you think there is something wrong. There may also be a right to object to the bill by making a complaint to the Legal Ombudsman and/or by applying to the court for an assessment of the bill under Part III of the Solicitors Act 1974 (see ‘Complaints’ at Section 21 below).

**Late Payments:** In addition to the sum payable under our account you will be charged daily interest at 8% p.a. on the outstanding sum from 30 days after the date of a bill.

## 9. **RECEIVING AND PAYING FUNDS**

**Credit Card/Debit Card Payments:** There are no charges for Credit or Debit Card payments. There are some limits on card payments and we can give you those details on request

**Cash:** We will only accept cash paid at our offices or into our bank account of up to £500. If you deposit 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 and this could cause delays.

**Bank Transfers:** If you want to send money to us through the banking system or on-line we will provide our bank details on request. **We do not notify changes to important business information such as bank account details by email. If you receive any communications suggesting that our bank account details have changed, please inform us immediately.**

**Online payments:** We accept card payments up to a maximum of £5,000 through our website for our fees and disbursements only. If you make any other payment this way, for example payment of transaction money such as a deposit or completion money, it will be returned to the same payment card and we will not accept responsibility for any subsequent delay in completing your transaction as a result.

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

## 10. **MONEY HELD ON YOUR BEHALF**

We may ask you to pay one or more sums on account of any likely expenses, disbursements, costs and/or completion money during the course of your matter.

Unless agreed otherwise we hold client money in various accounts with UK banks which are regulated by the Financial Conduct Authority (FCA). We are not liable for any losses you suffer as a result of any bank in which we hold client money being unable to repay depositors in full. You may however be protected by the Financial Services Compensation Scheme (FSCS). More information is available here <https://www.fscs.org.uk/> The FSCS usually protects the first £85,000 deposited with a banking institution in the event of a banking failure. The limit is £85,000 per banking institution. If you hold other personal money in the same banking institution as our client accounts, the limit remains £85,000 in total per institution. Some banking institutions have several brands and this limit is per institution and not per brand. In some cases, short term high balances of up to £1million are protected by the FSCS. This is called the temporary high balance scheme and may protect certain deposits involving property, marriage, divorce, redundancy, unfair dismissal, personal injury, a legacy from an estate of a deceased person or money held on behalf of a deceased person for the purpose of administering their estate. Please ask for further details if you require them.

If a banking failure occurs in relation to any deposit provider which holds money that we have deposited on your behalf, you agree that we may, where applicable, disclose to the FSCS all relevant details in our possession about you and the money that we hold on your behalf with such a deposit provider. If you do not wish us to disclose information to our banks or the FSCS about you or the money that we hold for you, please notify us in writing. Please note that by withholding consent to our disclosure of your details to the FSCS in such circumstances, you may forfeit any right you may have to receive compensation from the FSCS where a banking failure occurs in relation to a deposit provider holding money which we have deposited on your behalf.

Any payments you make to us can be utilised to pay our invoices for our charges or expenses/disbursements after we have advised you of the charges, expenses/disbursements in question and we would not usually give separate notification of the application of the monies involved in this way. If our invoiced amounts at the end of the matter are less than the money we hold on account, we will refund the balance to you. Given the administrative costs of returning residual funds to you, by agreeing to these Terms of Business you authorise us to pay any balances of less than £30 to our chosen charity without further notice if we have made the payment to you by cheque and the cheque is not paid in to your own account within 6 months from the date it was written.

Any money we receive from you or on your behalf in connection with any matter shall be at your risk until applied by us in accordance with your instructions and/or the terms of our retainer, in accordance with any undertaking given by us in your matter, or against any costs, fees, expenses/disbursements or VAT due from you.

We will pay a fair sum of interest to you on the money we hold in our client account on your behalf. This will not necessarily reflect the highest interest obtainable on other bank or building society accounts. We will not pay interest where the amount of interest accrued is less than £50 or where we agree otherwise with you in writing. Where applicable we will usually account to you for interest at the conclusion of your matter.

## 11. **CANCELLATION RIGHTS**

If you are an individual Consumer (and not a business entity) within the meaning of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 then you may have a statutory right to cancel your agreement within us. This right will typically exist where we take instructions from you outside of our offices,

for example during a visit to you, or by a means of distance communication such as over the telephone or by email. However, if you are unsure whether these cancellation rights apply to you, please contact us immediately upon receipt of these terms. If applicable we will send you a Notice setting out your rights to cancel. You will have the right to cancel your contract with us within 14 days of first instructing us. You must inform us of your intention to cancel your instructions before the end of the cancellation period and we recommend that you do this in writing either by post, email or by completing the enclosed Cancellation Notice. If you have already asked us to begin work on your matter within the cancellation period, you will be responsible for our charges and disbursements for the work we have completed up to the date of the termination of instructions as set out above.

## **12. TERMINATING INSTRUCTIONS**

You can ask us to stop working for you at any time. We are entitled to keep all your papers and documents while money is owing to us. We will only stop acting for you with good reason, for example, if we think that our relationship has broken down, if you do not pay our bill, if you provide us with misleading information or you act in an abusive or offensive manner and in these circumstances we will give you what notice we reasonably can.

We have a right to cancel this contract on giving immediate written notice if our own interests conflict with yours, or a conflict of interests arises between you and any of our other clients in relation to the same or related matters, or there is a significant risk that this might happen or any instructions you give us conflict with our professional duties or obligations as solicitors or as officers of the court.

If instructions are terminated by either of us, you must pay our charges and disbursements up to the date of termination as set out in Section 8 'Billing Arrangements and Payments' above.

## **13. CLIENT VERIFICATION AND BACKGROUND CHECK**

The Money Laundering Regulations require solicitors to obtain satisfactory evidence of the identity of their clients and, in some cases their associated parties. This is because solicitors who deal with money and property on behalf of their clients 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. Our usual practice is to use an online verification service for which you will need your passport or photo driving licence and a recent utility bill or bank statement.

We will usually use Infotrack for online ID and Money Laundering verification checks. Please refer to our privacy and cookies policy for further information at <https://www.ellis-fermor.co.uk/privacy-cookie-policy/> or ask us for further details if you require them.

If you cannot provide us with the specific identification requested, please contact us as soon as possible to discuss other ways to verify your identity. Should you fail to provide this we may be unable to act or continue to act for you.

## **14. MONEY LAUNDERING AND TERRORIST FINANCING**

The Proceeds of Crime Act 2002 ("the Act") creates a number of offences relating to the proceeds of crime including, for example, monies (however low in value) saved as a result of tax evasion or benefit fraud, whether that money has been saved or spent.

If we ask you to provide details about the source of any money paid to us or if your money relating to your matter is received from an unexpected source, failure to provide any further information we require about the money may cause a delay in completing your work or mean we are unable to continue to act for you.

If you have any concerns about irregularities in your financial position, or that of other parties involved in the matter you may wish to seek specialist accountancy advice to correct those irregularities before proceeding. Please be aware that accountants are also required to comply with the provisions of the Act. If financial irregularities are not corrected before you consult us and/or you do not tell us the correct position about your financial affairs, then if we become aware of such irregularities during the course of the case, it is a requirement of the Act that the irregularities are disclosed to the National Crime Agency ("NCA").

We are professionally and legally obliged to keep your affairs confidential. However, we may be required by law to make a disclosure to the NCA 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. We will not accept any liability for any loss caused to you or any other party as a result of our refusal to proceed with a matter or transaction or otherwise complying with our legal obligations.

## **15. DISCLOSURE OF INFORMATION IN PROPERTY TRANSACTIONS**

Where we are also acting for your proposed lender in a transaction we have a duty to reveal to your lender all relevant facts about the purchase and mortgage. This includes any differences between your mortgage application and information we receive during the transaction and any cash back payments or discount schemes that the seller is giving you. If you tell us things that you do not want the Lenders to know and they are relevant to the Lenders, we may have to stop acting for the Lenders and possibly also for you.

You must disclose all information which may affect your liability for stamp duty land tax or other stamp duty (duty) as we can then ensure you pay the correct duty. If you fail to disclose all information (and if in doubt, please disclose it as it can be discounted if it is not relevant) you must accept full liability for any penalties or action or other proceedings that any authority may take against you for failing to disclose information which resulted in a duty or greater liability to pay such duty.

## **16. STORAGE OF DOCUMENTS**

At the end of your matter we will be entitled to keep all your papers and documents while there is still money owed to us for fees and expenses. We will keep your paper file for a minimum of 6 years from the date of the final bill except for those documents that you ask to be returned to you. Our standard retention periods can be found at <https://www.ellis-fermor.co.uk/client-file-retention-periods>. We keep archived paper files on the understanding that we can destroy them after 6 years from the date of the final bill. Alternatively, we may scan your file in to electronic format and destroy the paper file sooner. There may be occasions when it is necessary for us to keep archived paper files for longer periods. We will keep an electronic file which will contain digital copies of documents we have generated and documents we have scanned in relation to your matter. We will keep electronic files indefinitely to enable us to complete client conflict checks and for regulatory and insurance purposes. Our standard retention periods are reviewed annually.

Original Wills, deeds and other documents you ask us to deposit are retained in safe custody. We do not charge for Will storage but reserve the right to charge £50 per matter for any other important documents or deeds which you ask us to save on your behalf. We do not normally make a charge for retrieving stored papers or deeds in response to new instructions to act for you. If you require us to retrieve documents for some other purpose, we reserve the right to make a charge. If we are also acting for your lender or another client in the same matter, for example your spouse/partner or business partner, we may not be able to release our file without the consent of such organisation or person. We may transfer paper files held in storage to electronic or digital form. If this happens and we are subsequently asked to retrieve it, we will supply you with a reconstituted paper file or one in electronic/digital form.

## **17. CONFIDENTIALITY**

We will keep your information confidential unless you consent to your information being disclosed, or we are required or permitted by law to disclose your information. External firms or organisations may conduct audit or quality checks on our practice to ensure compliance with mandatory requirements such as regulatory standards and/or voluntary standards such as Lexcel by which this practice is certified. Outside auditors are required to maintain confidentiality in relation to your files. You can ask us to exclude your file from inspection at any time.

## 18. ELECTRONIC COMMUNICATIONS

We may communicate with you and anyone else involved in your matter by conventional (unencrypted) e-mail. You acknowledge that conventional email may present security risks in certain circumstances and you shall be taken to have accepted those risks unless you tell us not to use that means of communication. If you would like us to use additional protection for email communications, please notify us in writing. We will endeavour to do so, but this shall also be subject to us making the necessary arrangements with you and any other recipients.

Email communications will be dealt with by us in the same timeframe as post unless your lawyer assesses the nature of the e-mail to be urgent. In order to protect the integrity and security of our IT systems, we may prohibit the receipt and opening of certain types of electronic files by our staff and you should note that our internal IT procedures may also impose a delay on our ability to open and deal with certain types of electronic files.

We are not responsible for and cannot accept liability for any loss or damage of any nature caused by or resulting from the use of email or other electronic forms of communication. Clients or other parties wishing to share information with us using third party online storage or cloud services do so at their own risk.

## 19. UNDERTAKINGS

Nothing is to be regarded as an undertaking by us unless we have expressly stated that it is an undertaking and the undertaking has been signed by a Solicitor of the Company.

## 20. ENVIRONMENTAL SEARCHES

We have no expertise in understanding or in the interpretation of the results of environmental searches. These often contain technical and/or scientific information and you may need to consult a surveyor, engineer or appropriately qualified firm or individual concerning anything which is unclear to you from such a search.

## 21. COMPLAINTS

We are committed to high quality legal advice and client care. If you are unhappy about any aspect of the service you have received or about the bill, please raise them in the first place with the lawyer dealing with your matter. If that does not resolve the problem to your satisfaction please contact the Client Care Director, Simon Hale, who is based at our Beeston Office. We have a procedure in place which details how we handle complaints which is available at: <https://www.ellis-fermor.co.uk/our-complaints-policy/> or on request.

We have 8 weeks to consider your complaint. If we have not resolved it within this time you may be able to complain to the Legal Ombudsman. Normally, you will need to bring a complaint to the Legal Ombudsman within six months of receiving our final response to your complaint and no later than:

- one year of the act or omission about which you are complaining occurring; or
- one year from when you should reasonably have known there was cause for complaint.

The Legal Ombudsman will look at the complaint independently and any investigation by them will not affect how we handle your case. Before accepting a complaint for investigation, the Legal Ombudsman will check that you have tried to resolve the complaint with us in the first instance.

As well as your right to complain about any of our bills under our complaints procedure, you can also apply for the bill to be assessed by the court under Part III of the Solicitors Act 1974, in which case the Legal Ombudsman may not consider your complaint. You should be aware that, when your complaint relates to a bill, the Legal Ombudsman will not consider your complaint while your bill is being assessed by a court. A complainant to the Legal Ombudsman must be one of the following:

- a) An individual;
- b) A micro-enterprise as defined in European Recommendation 2003/361/EC of 6 May 2003 (broadly, an enterprise with fewer than 10 staff and a turnover or balance sheet value not exceeding €2 million);

- c) A charity with an annual income less than £1 million;
- d) A club, association or society with an annual income less than £1 million; or
- e) 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.

**Legal Ombudsman Contact Details:**

Address: PO Box 6167, Slough, SL1 0EH  
 Telephone: 0300 555 0333  
 Email: [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk)  
 Website: [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk)

In addition to the Legal Ombudsman, the Solicitor's Regulation Authority ("SRA") can help you 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. However, the SRA are not able to deal with issues of poor service.

**Solicitors Regulation Authority Contact Details:**

Address: The Cube, 199 Wharfside Street, Birmingham, B1 1RN  
 Telephone: 0370 606 2555  
 Email: [report@sra.org.uk](mailto:report@sra.org.uk)  
 Website: [www.sra.org.uk](http://www.sra.org.uk)

## 22. REGULATORY MATTERS

We are authorised and regulated by the SRA and are expected to observe the SRA's standards and regulations which can be found at [www.sra.org.uk](http://www.sra.org.uk).

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 complaints handling body.

**Financial Services:** We are not authorised under the Financial Services and Markets Act 2000 but we are able in certain circumstances to offer a limited range of investment services to clients because we are members of the Law Society. We can provide these investment services if they are an incidental part of the professional services we have been engaged to provide. If we think it is appropriate we may recommend you obtain advice from a third party financial planner or advisor. However, we are not in any way liable for any advice they may give you or for their charges.

**General Insurance:** We are not authorised by the Financial Conduct Authority ("FCA"). However, we are included on the register maintained by the FCA so that we can carry on insurance distribution activity which is broadly the advising on, selling and administration of insurance contracts. The register can be accessed via the FCA's website at <https://register.fca.org.uk/>. Please note however that if we arrange any insurance we do not do so on the basis of making a full assessment of the needs and benefits. This part of our business is regulated by the SRA and arrangements for complaints or redress if something goes wrong are subject to the jurisdiction of the Legal Ombudsman. If you are unhappy with any insurance advice you receive from us, you should raise your concerns with either of these bodies.

The limited regulated activities that we carry out are issuing certain insurance policies, such as after the event legal expenses insurance, defective title insurance and other property indemnity insurance. We source such policies from across the market but do not carry out a whole of market review. Any insurance policy arranged by us on your behalf, shall, in our opinion, be adequate to meet your needs, but you are hereby informed that we do not recommend any policy over and above any other and that it is your responsibility to check that you are satisfied with the excess levels, exclusions, limitations and other policy terms. We do not conduct a fair analysis of the insurance market prior to arranging insurance policies. You must provide us with details of any relevant

existing insurance policies you may have at the outset. We will not be liable to you for any losses you sustain as a result of your failure to provide us with such details. We are not contractually obliged to arrange an individual policy with any particular company and we receive no commission for doing so.

## **23. REFERRALS TO THIRD PARTIES**

If we recommend that you use a particular firm, agency or business, we shall do so in good faith and because we believe it to be in your best interests. However, if that particular firm is not another firm of solicitors, then you will not be afforded the regulatory protection of the Solicitors Regulation Authority (SRA), the SRA's Codes of Conduct and SRA Indemnity Insurance Rules, nor shall you be entitled to the benefit of the SRA Compensation Fund.

## **24. DATA PROTECTION**

Whilst we are acting for you we will collect certain personal information which will be held securely on our files and our database. We use the personal information we collect primarily for the provision of legal services to you and for related purposes including:

- Updating and enhancing client records
- Analysis to help us manage our practice
- Statutory returns
- Legal and regulatory compliance
- Processing payments from you
- For our own marketing purposes by post, phone and electronic means

Our use of your personal information is subject to your instructions, our duty of confidentiality, and other legal duties and data protection law. Our detailed Privacy Notice can be found on our website <https://www.ellis-fermor.co.uk/privacy-cookie-policy/> and is available at any of our offices on request. By agreeing to our Terms of Business and the accompanying letter of engagement you agree to the collection and processing of your personal information. Our work may require us to share your personal information with third parties, for example, referencing or fraud prevention agencies, expert witnesses, other professional advisors or service providers, or in connection with your Lender's or your Insurer's own requirements in conveyancing matters. Except in certain circumstances you have a right of access to the personal information that we hold about you. You should contact us should you need to access such information or require any further details about how your personal information is used by us.

In the event of our bank requesting information about the beneficial owners of our pooled client account, we have a legal obligation to disclose any information we have gathered as part of our client due diligence to them.

We may use your personal data to send you updates by email, telephone, text message or post about legal developments that might be of interest to you and/or information about our services, including offers, promotions or new services. You can ask us to stop sending you marketing information at any time by contacting the lawyer dealing with your matter or emailing us at [marketing@ellis-fermor.co.uk](mailto:marketing@ellis-fermor.co.uk).

## **25. LIMIT OF OUR LIABILITY**

Your contract is with Ellis-Fermor & Negus Limited which has sole legal liability for the work carried out and for any act or omission in the course of that work. No representative of this firm will have any personal legal liability for any loss or claim. 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 our Client Care Letter. It is an express term of our contract with you that our liability to you or any other person entitled to claim against us for any reason arising out of our acting for you in this matter and all related matters (including without limitation negligence, breach of contract, tort, statute or otherwise) will be a maximum of £3,000,000 (three million pounds) unless we expressly state a different figure in our Client Care Letter. By agreeing to these Terms of Business and the accompanying Client Care Letter you are accepting (for yourself and on behalf of any other person whose interests you are representing) that our liability is limited to this figure for each claim and in aggregate for related or connected

claims. If you wish to have a higher limit of liability for your matter, then this will only apply if agreed by one of our Directors in writing and on your payment of an agreed contribution to our insurance costs for that higher limit.

Unless we agree otherwise with you in writing, we do not accept liability to anyone other than you nor are we liable for the consequences of reliance on our advice by any person other than you. We will not be liable for any consequential, special, indirect or exemplary damages, costs or losses, or any damages, costs or losses attributable to lost profits or opportunities.

In addition to the other limitations in this document, where we and/or third parties are responsible for any loss suffered by you, our liability for that loss will be limited to a fair proportion of your total loss calculated by reference to the extent of our responsibility. If you have engaged others to represent or advise you on a matter in which we are involved and you agree with any of them that their liability to you will be limited, in order that our position is not adversely affected by any such limitation of their liability, you agree that our liability to you will not exceed the amount which would have applied in the absence of that limitation. If you start proceedings against us for loss or damage and there is another person (for example, another adviser) who is liable (or potentially liable) to you in respect of the same loss or damage, then you will (if we so request) join them into the proceedings. This is subject to any legal prohibition against your joining them in that way.

We can only limit our liability to the extent the law allows. In particular, we cannot limit our liability for fraud nor for death or personal injury caused by our negligence, nor for negligence in contentious business, insofar as the Solicitors Act 1974 s60(5) precludes the exclusion of such liability. Where you instruct us as a Consumer your statutory rights are not affected.