

# Slater and Gordon Standard Terms of Business (England and Wales)

## 1. General

1.1 These Terms of Business together with any letter which we may send you confirming your appointment of us and outlining your matter ('Engagement Letter'), and if applicable any Authority to Proceed or "Client Agreement" document, Funding Agreement Terms (such as conditional fee agreement terms) and any Litigation Management Agreement, are herein referred to as the 'Terms' and the Terms constitute the contract between you and Slater and Gordon UK Limited. In the case of any inconsistent or incompatible provisions, the Client Agreement, Engagement Letter, (any) Authority to Proceed Document, Litigation Management Agreement and Funding Agreement Terms documentation take precedence (in that order).

1.2 In these Terms 'Slater and Gordon' or 'we' shall mean the law firm of Slater and Gordon UK Limited a company registered in England and Wales (07931918) with registered address at First Floor, Lee House, 90 Great Bridgewater Street, Manchester M1 5JW, its associated companies and, in all relevant cases, any successor or assignee.

1.3 Slater and Gordon is authorised and regulated by the Solicitors Regulation Authority ('SRA'). The SRA is the independent regulatory body of the Law Society of England and Wales, and operates within the regulatory framework of the Legal Services Act 2007 (and any subsequent amendments). Slater & Gordon UK Limited is authorised and regulated by the Financial Conduct Authority for insurance distribution activity.

1.4 Slater and Gordon is part of a group of companies ('Group') whose ultimate parent company is Slater and Gordon UK Holdings Limited, a company registered in England and Wales (10977311) with registered address at First Floor, Lee House, 90 Great Bridgewater Street, Manchester M1 5JW. Slater and Gordon has a financial interest in group companies which may be regulated in a different way to us and which will affect the protections or type of recourse available to you. More information about our group can be found on our website or can be provided upon request. Our Group offers services which may be complementary to your matter including use of MiCase Portal (owned by Slater and Gordon (UK) 1 Limited). Any relevant additional services will be notified to you to ensure you can make an informed decision as to whether you wish to use these services.

1.5 The expressions 'you' or 'your' refer to you, our client.

1.6 We will carry out the Identity/Due Diligence checks referred to in the documents mentioned in clause 1.1. In the event that any of the relevant checks fail we reserve the right to terminate the contract/agreement with you and we will contact you to inform you of this.

1.7 These Terms are subject to change from time to time and are updated on our website at [www.slatergordon.co.uk](http://www.slatergordon.co.uk) and are correct at the time of issue 15 April 2025.

## 2. Provision of Advice

21. Our advice on any matter is confidential and is provided for your benefit alone and solely for the purpose of the matter set out by us in the Engagement Letter. Save with our prior written consent it may not be relied upon for any other purpose or by any other person. Our duty of care is to you as our client and does not extend to any third party.

22. We are not responsible for advising (or not advising) on matters outside the scope of the Engagement Letter, or for advising on changes in the law after we have delivered our advice, or if you act or refrain from acting on the basis of any draft advice before it has been finalised. We will advise on the law in England and Wales only.

23. You are responsible for providing us in a timely manner with all instructions, information and documents that we require in order to advise you on your matter and to ensure that such information is, and remains, true and accurate in all material respects and is not misleading. Unless we agree otherwise, we will not check the accuracy or completeness of such information. You should not assume that information or documents which have previously been given to us on matters on which we have previously advised will be known to those instructed on a new matter.

24. If now, or at any time in the future, any matter upon which we act for you is the subject of contested proceedings, whether in the courts or other tribunals,

you will almost certainly have to disclose documents, including electronic documents, relevant to the matter. You should ensure that you do not destroy or allow to be destroyed any documents that relate to such matter in any way as your position in such proceedings could be seriously compromised if you do so.

25. You are responsible for ensuring that you have all necessary rights to supply us with the information you provide and that our use of that information will not infringe the rights of any third party or result in a breach of any law, rule or regulation.

26. To enable us to continue to advise you on your matter effectively you are obliged to inform us, within 7 days, of any changes to your name, address, e-mail address or telephone number.

## 3. Duty of Confidentiality

3.1 Unless otherwise authorised by you, we will keep confidential any information which we acquire about you, unless it is information which is already in the public domain, or which is already lawfully in our possession at the time it is communicated by you to us or we are required to disclose any such information:

- To our auditors, external assessors or other advisors or for the purposes of our professional indemnity insurance; or
- By law or other regulatory authority to which we are subject;
- To any third party under the terms of an arrangement, authorised by you, regarding the

funding of our charges and disbursements.

- To any third party to assist in the recovery of costs from your opponent.

Any such disclosure shall of course be conducted in confidence.

32 We have attained the Lexcel quality standard of the Law Society, as a result of which we are subject to periodic checks by outside assessors. This could mean that your file is selected for checking. We assume that we have your consent but, if you prefer to withhold consent please notify us in writing. All inspections are conducted in confidence.

33 If you or we engage other professional advisers to assist with a matter we will assume, unless you notify us otherwise, that we may disclose information to such other advisers as necessary.

34 We may from time to time outsource some of our services, but only when it is cost effective to do so e.g. word processing/typing. We will assume, unless you notify us otherwise, that we may disclose information to such outsourcing agents as necessary. All of our outsourcing arrangements have express confidentiality agreements in place.

35 You acknowledge that we owe a duty of confidentiality to all our clients and, as a precondition to us acting for you, you agree that we shall have no duty to disclose to you information that we may learn or have learnt while acting on behalf of another client.

36 Under the principle of legal professional privilege, solicitor/client communications may enjoy special protection from later disclosure in litigation or in other circumstances. Legal professional privilege can be lost, and our advice is that you, and anyone else involved in matters with us or where you may need our advice, should treat all information and communications relating to those matters as confidential and avoid circulating those communications more widely than is necessary. If you are in any doubt about this, please ask us for advice.

#### **4. Conflicts of Interest**

4.1 Solicitors must not act where there is a conflict of interest and must have systems to identify conflicts. Our conflict procedures help us fulfil our professional obligation not to act for one client in a matter where there is an actual (or significant risk of a) conflict with the interests of another client for whom we are already acting. We have procedures in place to ensure that conflict checks are carried out on every matter as soon as practicable so that if an issue arises it can be discussed with you and dealt with as soon as possible. If at any time you become aware of an actual or potential conflict of interest, please raise it with us immediately.

4.2 Where our professional rules allow, you agree that after we cease to act for you, we may act or continue to act for another client in circumstances where we hold information which is confidential to you and material to the engagement with that other client. We will not, however, disclose your confidential information to that other client.

#### **5. Anti-Money Laundering Rules**

5.1 In some areas of our work, in order to comply

with the Money Laundering Regulations 2017 and the Proceeds of Crime Act 2002 (and any subsequent amendments) we are required to satisfy ourselves that we are not unwittingly involved in money laundering. The legislation is intended to provide a comprehensive system of client identification procedures, record keeping and mandatory reporting and provide a framework for our procedures.

5.2 To both satisfy our regulatory obligations and conduct our identification requirements, we will conduct an electronic verification of your identity. This process includes searching various data sets, including credit databases. We may additionally request you to provide evidence of your identity and address. When acting for a company or other organisation we will require evidence that the person providing instructions has the necessary authority to do so. It is important that you forward any requested evidence promptly, as we will not be able to act for you if we cannot comply with these obligations. We will retain copies of any identity documentation for at least seven years.

5.3 From time to time, we may require you to provide evidence of the identity of other connected parties so that we may comply with our statutory obligations.

5.4 If we have reason to suspect that there is an attempt to launder money, or that you or any other party connected with you is involved in activities prescribed by the Proceeds of Crime Act 2002 (and any subsequent amendments), then we have a positive obligation to notify the National Crime Agency of our suspicions. You acknowledge, as a condition of these Terms, that this obligation will in certain circumstances override our duty of confidentiality. We may not be permitted to advise you whether or not we have made or might intend to make such a report. If we were to do so we would ourselves be committing a criminal offence. In such circumstances we may cease acting for you or be instructed to do so by the relevant authorities, and we may not be able to communicate the reason for ceasing to act.

#### **6. Client Money**

6.1 It is a condition of these Terms that unless your contract specifies otherwise we are entitled to ask you to let us have money on account of costs to be incurred in the following weeks or months for both our fees and other disbursements.

6.2 Money held by us for you, whether on account or otherwise, will be administered according to the SRA Accounts rules and be held in a separate client bank account or (subject to your agreement) be held in our business account. You may be entitled to interest, details of which are available on request. In order to comply with our anti-money laundering obligations, where a transaction does not complete we will repay monies held by us, for you, to you alone and not to any third party on your behalf.

6.3 As required by the SRA Accounts Rules, money held by us will be taken in payment or part payment of our bills within 14 days of the date of the bill, unless that money is held for any other purpose.

6.4 We do not accept any payment in cash. If you deposit cash direct with our bank we reserve the right

to charge for any additional checks we deem necessary regarding the source of the funds.

6.5 Where we make payment of money to you it will usually be by cheque sent in the ordinary post or an electronic funds transfer e.g. via the clearing house automated payment system (CHAPS). Whichever payment method is used we do not accept any responsibility or liability for any losses arising in respect of any interception, appropriation, misuse or delay in receipt. You authorise us to send any cheque in the ordinary post and, on posting, property and risk in the cheque will pass to you. As a security measure and for your protection we ask that you tell us your bank account number in addition to the account name for inclusion in any cheque. Money received in respect of compensation, will only be paid to you. We are not permitted to make a payment to another person on your behalf.

6.6 You may be asked to disclose the details of the source of any funds paid to us and failure to do so may lead to us being unable to continue to act for you or a delay in us completing the work.

6.7 The Financial Services Compensation Scheme (FSCS) is the compensation scheme for customers of UK authorised financial services firms. The Scheme can compensate customers if a firm has stopped trading or does not have enough assets to pay claims made against it. The current maximum protection is £85,000. The FSCS advises that any monies transferred from a bank account to a client account are treated for the purposes of the FSCS limit (£85,000) as being in your bank account where the funds originated from. If the bank fails, and you have transferred to your client account £85,000 and you hold monies in your accounts with the same bank then you will only be able to recover £85,000 in total as the FSCS limit is for an amount per individual not per account.

The FSCS also provides a £1 million protection limit for temporary high balances held with a bank, building society or credit union if it fails. Further details relating to what constitutes a temporary high balance and the rules relating to the protection can be found at [www.fscs.org.uk](http://www.fscs.org.uk)

In the event of a bank failure you agree to us disclosing details to the FSCS.

## **7. Professional Charges, Expenses and Disbursements**

7.1 Save for where we have agreed a fixed fee, our basic charges are normally based on the time spent dealing with a matter. Time is recorded and charged on the basis of 6 minute units. Other factors may also be taken into account in accordance with Solicitors' Regulation Authority (SRA) requirements, for example, complexity, value, importance to the client and urgency. We may increase our rates if, for example, the matter becomes more complex than expected. Where appropriate and cost effective to do so, work may be carried out by a suitable qualified fee earner, subject to supervision, who is not a solicitor.

7.2 Our hourly rates are set out in your Engagement Letter or funding agreement documentation and vary

according to the level of seniority and expertise of each fee earner. VAT will be added where applicable. Our rates are reviewed from time to time and if they alter you will be notified of any increases.

7.3 Where we have provided an estimate of our likely charges and expenses we will keep that estimate updated and will inform you if any unforeseen additional work becomes necessary and before any additional expenses are incurred (for example, due to unexpected difficulties or if your requirements or the circumstances significantly change). However, we cannot provide a guarantee that the final cost will not be greater than the estimate.

7.4 By instructing us, you are authorising us to incur such charges and disbursements as we consider reasonable and necessary. We do not propose to seek your authority before incurring each disbursement. In some circumstances we may ask you to pay our charges and expenses before we commence work.

7.5 Disbursements are charges paid to external providers on your behalf and may include (although not an exhaustive list) the fees charged by Counsel and other experts, including medical experts, travel, couriers, court fees, search fees and stamp duty land tax. These items are charged at cost to you with VAT added where applicable.

7.6 By instructing us, you are authorising us to make any agreement with your opponent in respect of our professional charges and to appoint a third party as agent to recover such costs on your behalf. We do not propose to seek your authority before making any agreement with your opponent but please let us know if you would like us to do so.

7.7 We also reserve the right to charge for special bank transaction costs. VAT will be added where applicable.

7.8 We reserve the right to charge an administration and/or photocopying fee in the event that you or any person on your behalf requests the documents in our possession relating to your matter.

7.9 Certain employees are authorised to sign bills of costs on behalf of the firm. Electronic signatures may be used.

## **8. Payment**

We may issue interim bills during the course of your matter and a final bill will be sent to you at the conclusion of your matter. Our bills should be paid within 14 days of issue (unless otherwise stated) and if payment is not made we reserve the right to suspend acting for you until full payment is received or decline to act for you further. If we cease acting for you we will render a final bill for any work carried out to that point.

8.1 If a bill remains unpaid for one month after the date of the bill, we reserve the right to charge interest on a daily basis until payment is made.

- If you are a business purchasing our services, the daily interest rate will be charged at a rate equal to 8% above the Bank of England base.

- If you are an individual purchasing our services, then the daily interest rate will be charged at a rate equal to 4% above the Bank of England base.

82 We will also be entitled to retain property belonging to you, together with our own papers relating to the matter, until all sums outstanding to us are paid.

83 We may require payment of sums on account of anticipated fees or disbursements. When we put these payments towards your bill we will send you a receipted bill. We will offset any payments on account against your final bill, but your total charges and expenses may be greater than any advanced payments. We reserve the right to charge interest on any disbursements we pay on your behalf.

84 In order to comply with our anti-money laundering obligations, other than the usual charges incurred in connection with a matter, we will not pay any sums to a third party on your behalf, whether from proceeds of sale or funds provided by you (unless those sums are held on trust for those third parties). You will be responsible for making any such payments yourself.

85 In accordance with your rights under the Solicitors' (Non-Contentious Business) Remuneration Order 2009 (and any subsequent amendments) and Sections 70, 71 and 72 of the Solicitors Act 1974 (and any subsequent amendments) you have the right to apply to the court to have your bill formally assessed by the court. In the first instance we would suggest you use the S&G complaints process in order to try to resolve any areas of dispute.

86 We may send you interim bills with a statement of account detailing every bill which remains unpaid. You may also be contacted by our credit control team in relation to any unpaid bills which are older than 15 days.

87 We reserve the right to recover our costs incurred as a result of you not complying with our payment terms. These include charges for preparing and sending you reminder letters and the expense we incur in tracing you and enforcing our terms whether through the courts or not. These terms entitle us to recover from you any shortfall in costs arising following an assessment by the court.

88 We will send you a bill for our charges and expenses. Any query on a bill must be raised within 14 days of delivery and you should still promptly pay all other elements of the bill. If a bill is not paid within 30 days of the due date we may charge interest on the unpaid amount in accordance with sub-clauses 8.1.1 and 8.1.2 above.

## **9. Costs Recoverability in Criminal Litigation (where applicable)**

9.1 Where applicable some of our services are supplied under the legal aid scheme. Magistrates Court and Crown Court legal aid is means tested. Most people on benefits and all persons under 18 years of age are eligible for legal aid. If you are eligible for Magistrates Court legal aid then you will pay no legal costs in relation to those proceedings. In the Crown Court if you have disposable income in excess of £37,500 per annum it is unlikely that you will qualify for legal aid. The rules and calculations of income are complex and we will guide you through the application process. If you are eligible for legal aid in the Crown

Court then you may be liable to pay a contribution depending on your means which, in all but exceptional circumstances, will be refunded if you are found not guilty of all charges.

92 If the court refuse to grant legal aid, or if indeed you are not eligible for assistance under the legal aid scheme, we will be able to represent you on a privately paying basis. In the event that you are paying your own costs we will discuss our fees with you and provide you with a detailed estimate for each stage of the proceedings. If your case changes in any material respect then we will need to recalculate the costs estimate.

93 Recent legislation has made further changes to the eligibility of a successful defendant or appellant in criminal proceedings to recover costs incurred by them from central funds. Where recovery of such costs is available in the Magistrates Court it is capped at legal aid rates. In the Crown Court there is no entitlement to recover costs unless a legal aid application has been made and has been refused. In such circumstances the maximum that can be reclaimed will be limited to legal aid rates.

94 In the event that you plead guilty or are convicted of any matter, there may be compensation and/or prosecution costs to pay. Whether you will be ordered to pay prosecution costs depends on a number of factors and we will explain these more fully should the need arise.

## **10. Complaints**

10.1 We aim to deliver a first class service every time and want your experience with Slater and Gordon to be a positive one. Sometimes things don't go as expected though and we welcome complaints as an opportunity to review and improve our service. If something is wrong, we're committed to fairly and transparently investigating it in order to resolve matters to your satisfaction. Please raise any customer issues or service complaints, and we'll aim to resolve them as swiftly as possible for you. We have a comprehensive complaints procedure which is available on request or on our website.

10.2 In the first instance please contact the person dealing with your matter. They will look to resolve your concerns within five working days of you raising them. If they are unable to, you can formalise your complaint or speak with the matter Supervisor or the Client Care team, who will record everything you're unhappy with and recommend the best solution for you.

You can contact the Client Care team by:

- Phone: 0800 740 8596
- Email: [clientcare@slatergordon.co.uk](mailto:clientcare@slatergordon.co.uk)
- Post: Slater and Gordon UK Limited, The Plaza, 100 Old Hall Street, Liverpool, L3 9QJ

10.3 How we aim to resolve your complaint:

- If you telephone us, we'll endeavour to resolve the issue in that call.
- If you email or write to us, or if your complaint can't be resolved in a call, we'll acknowledge receipt of your complaint, confirm who'll be

investigating it and when they will reply to you. We will investigate and then contact you again to discuss how we aim to resolve matters. We may contact you during the investigation to discuss the complaint and/ or to suggest a resolution, before providing our final written response. The Legal Ombudsman Guidelines allow us eight weeks to resolve your complaint.

- It's important that we address all your concerns. If you remain unhappy after hearing from us again, please discuss any further issues with the Client Care team, who can provide guidance about whether you can refer your complaint to an Ombudsman.

10.4 If, after exhausting our escalation process, your complaint is not resolved to your satisfaction, or the eight week period has expired without our final response, you are entitled to refer your complaint to an Ombudsman Scheme or for Alternative Dispute Resolution (ADR). However, we will always be happy to discuss your issues further if you wish to do so, prior to taking this step.

10.5 For complaints about our service, including billing issues, you may contact the Legal Ombudsman:

- Phone: 0300 555 0333
- Email: [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk)
- Post: Legal Ombudsman, PO Box 6806, Wolverhampton WV1 9W

10.6 If your unresolved complaint relates to an insurance policy covering your case, you may contact the Financial Ombudsman Service:

- Phone: 0800 023 4567
- Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)
- Post: Financial Ombudsman Service, Exchange Tower, London E14 9SR.

10.7 Alternative Dispute Resolution (ADR) is a form of mediation similar, but separate to, the Legal Ombudsman. Companies exist who may be competent to mediate in some disputes but you would need to obtain our express prior permission to use such a company. This doesn't apply to contacting the Legal Ombudsman, which you can do at any time. You can find out more about ADR online.

10.8 The Legal Ombudsman aims to resolve complaints and assist clients and their solicitors to reach a mutual agreement. There are time limits for submitting complaints to them:

- Within six months of receiving our final response.
- Six months after lodging your complaint with us, if you haven't received our final response.
- Within one year of the date of the act/ omission if you haven't previously complained, or one year from the date that you should've known you had a complaint to pursue and hadn't complained previously (if the act/ omission occurred more than one year ago).

The Legal Ombudsman won't accept complaints where the act or omission or date of awareness was before 6 October 2010. The Financial Ombudsman also aims to resolve complaints and assist clients and their solicitors to reach a mutual agreement. There are time limits for submitting complaints to them:

- Within six months of receiving our final response or summary resolution communication to the person who complained.
- Six months after lodging your complaint with us, if you haven't received our final response.
- Six years after the event complained of; or, if later, three years from the date on which the complainant became aware.

If your complaint is about your bill, you may have a right to apply to the court for an assessment under Part III of the Solicitors Act 1974. There are strict time limits applicable and you may wish to seek independent legal advice:

- Within one month from the date of invoice you have an unconditional right to a detailed assessment.
- After one month the Court may impose restrictions.
- After one year from the invoice date, you will lose the right to a detailed assessment, except in special circumstances.
- The Legal Ombudsman may not consider a complaint about a bill if you have applied to the court for such an assessment.

## 11. Termination and Notice of the Right to Cancel

11.1 You may terminate our instructions in writing at any time by writing to the person dealing with your matter but we will be entitled to keep all your papers and documents while there is money owing to us for our costs and the provisions set out in the Funding Agreement terms will apply to any notice of cancellation received by us from you.

11.2 We may decide to stop acting for you only with good reason, for example, if you do not pay a bill, if you provide us with misleading information, or if you act in an abusive or offensive manner. We will give you reasonable notice in any situation where we will be ceasing to act for you.

11.3 If you, or we, decide that we will no longer act for you, we will charge you for the work we have done and, where appropriate, will charge for work done and disbursements incurred in transferring the matter to another adviser if you so request. Please note that we will not (to the extent permitted by the applicable rules of professional conduct) release your papers or property to you or any third party until you have paid all outstanding charges.

11.4 Should you decide to cancel your instructions with us, and your matter is funded by legal aid then we have a duty to make you aware that there would be potential difficulties in re-applying for legal aid for the same issue if the contract is terminated.

11.5 Notice of the Right to Cancel – If you have not attended our offices in person, and have entered into

an agreement for our services, then you have a right (under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013) to cancel that agreement within 14 days from the date of first instructing us, without any charge being made by us. You must give us notice in writing, either by post or electronically, or alternatively by sending us the cancellation notice slip which is enclosed with the Engagement Letter or Funding Agreement Terms (where applicable). The notice of cancellation will be deemed as having been served on us as soon as it has been posted or sent electronically. Please note that if you agree in writing that we should undertake work on your behalf before the end of the cancellation period, then even if you cancel your agreement with us you will still be required to pay for services supplied before the cancellation date.

11.6 If you have instructed us using a form of 'distance communication' such as telephone or email then you have (under the 2013 Regulations referred to in clause 11.5) a right to cancel the agreement and withdraw your instructions within 14 days from first instructing us without any charge being made by us. You must give us notice in writing, either by post or electronically. The notice of cancellation will be deemed as having been served on us as soon as it has been posted or sent electronically.

Please note that your right to cancel does not apply if we undertake work on your behalf with your prior consent, within the 14-day period.

## **12. Limitation of Liability**

12.1 All correspondence and other communications sent to you in the performance of our services shall for all purposes be assumed to have been sent on behalf of Slater and Gordon. Any liability arising out of these Terms, or otherwise arising out of or related to the performance of our services, shall be a liability of Slater and Gordon and not of an employee, member or consultant of Slater and Gordon. Accordingly, you agree that by engaging us you will not bring any claim arising out of or in connection with our engagement personally against any individual employee, member or consultant of Slater and Gordon. This restriction will not operate to limit or exclude the liability of Slater and Gordon.

12.2 Subject to clause 12.7, we shall have no liability to any parties except you and any third parties to whom our advice is expressly addressed.

12.3 Subject to clause 12.7, our liability for losses arising out of, or in connection with, our retainer (including the legal costs you incur in pursuing recovery of the losses and any interest) shall be limited to the sum of £3 million in respect of any claim against us. In defining what a claim is for the purposes of this clause, all claims against us arising from one act or omission, one series of related acts or omissions, the same act or omission in a series of related matters or transactions, similar acts or omissions in a series of related matters or transactions, and all claims against us arising from one matter or transaction, shall be regarded as one claim.

12.4 Subject to clause 12.7, if we are jointly, or jointly and severally, liable to you with any other party we shall only be liable to pay you the proportion of your losses which is found to be fairly and reasonably due to our fault. We shall not be liable to pay you the proportion which is fairly and reasonably due to the fault of another party.

12.5 We could be affected by any limitation or exclusion of liability which you agree with another of your advisers or any other third party in connection with a matter on which we are acting for you. This is because such a limitation or exclusion of liability might also operate to limit the amount which we could recover from that other person, for example by way of contribution. Subject to clause 12.7, you agree that we shall not be liable to you for any increased amount thereby payable by us, or for any amount which we would have been entitled to recover from another of your advisers or other third party by way of indemnity, contribution or otherwise, but are unable to recover because of that limitation or exclusion of liability.

12.6 Subject to clause 12.7, if there is another adviser or person who is liable (or potentially liable) to you in respect of the same loss as you claim from us then you will at our request join that person in any proceedings brought against us as soon as reasonably practicable following our request. This is subject to any legal prohibition against your joining them in that way.

12.7 Nothing in these Terms of Business excludes or restricts:

- Liability below the minimum level of cover required by the SRA Indemnity Insurance Rules from time to time. The amount of such minimum level of cover as at the time of issue of these Terms (see 1.7 above) was £3 million for an LLP or limited company;
- Liability for death or personal injury caused by breach of duty;
- Liability for losses caused by the fraud, dishonesty, wilful default or reckless disregard of professional obligations committed by any partner or member of staff within the course of practice or from liabilities which cannot be limited or excluded by law or by rules of professional conduct in force from time to time;
- Liability for losses caused when acting for you in a 'contentious business agreement' within the meaning of section 87 of the Solicitors Act 1974.

12.8 We believe the limitations on our liability we have set out are reasonable having regard to the likely level of the loss we would cause to you in the event that we incur a liability to you, and the availability and cost of professional indemnity insurance and possible changes in its availability and cost in the future. But should you consider them inappropriate we invite you to discuss the limits with us and we will then investigate the options with you, including the option of providing further cover at additional cost.

## **13. Intellectual Property Rights**

13.1. We retain copyright and all other intellectual property rights in all documents and other works we

develop or generate for you in providing our services (including knowhow and working materials as well as final documents). We grant you a non-exclusive, non-transferable, non-sub licensable license to use such documents or other works solely for the purpose of your matter. If you do not pay us in full in accordance with your obligations we may, on giving you notice, revoke the license and only re-grant it to you once full payment has been made.

13.2. We may retain, for our subsequent use, a copy of the advice or opinion of any barrister or other third party obtained in the course of providing the services. If we retain a copy of any such advice or opinion we will take all reasonable steps to conceal information which might reasonably enable you to be identified.

#### **14. Storage of Papers and Documents**

14.1. We normally keep our file of papers (except for any of your papers that you ask to be returned to you) for at least seven years, but we reserve the right to destroy a file at any time. We keep the file on the understanding that we have the authority to destroy it six years after the date of the final bill we send you for the matter. We will not destroy documents you ask us to deposit in safe custody, but we may send them to you for your retention.

14.2. If you request the return of your file or its transfer to a third party at any time within five years of completion of your matter then, in order to ensure our compliance with the anti-money laundering legislation, we will make and retain a copy of your file. Upon such a request we may charge for time spent retrieving or delivering papers and documents and for any reading, copying, correspondence or other work necessary to comply with your request.

#### **15. Data Protection and Electronic Communication**

15.1 We comply with the requirements of the Data Protection Act 2018 and the EU General Data Protection Regulation. A copy of our Privacy Policy which sets out how we collect, process and store your personal information, is included in this pack. It also sets out your rights in respect of your personal information we process. We may conduct some or all of our communication and send documents, including bills, by email. However, email is not fully secure, may be intercepted by third parties, and may not always reach its intended recipient. Where necessary, you should follow up all important communications with a phone call, fax or printed copy by post. If you do not wish us to use email, please let us know.

15.2 We shall use reasonable endeavours to ensure that emails we send are free from viruses and any other materials that may cause harm to any computer system. You undertake to act likewise with any email you send to us. We may monitor emails to investigate unauthorised use of our email system, or for any other purpose permitted by law. As a result, we may collect personal information about the senders and/or recipients of the email or which is contained in the email.

15.3 We may use the personal information that you provide us, or which we obtain through our dealings with you, for the provision of our services to you and for related

purposes such as administration, billing and record keeping and to inform you of our services and events that we think may be of interest to you.

15.4 If you are responsible for your fees, we may need to conduct a search with credit reference and fraud prevention agencies who may consult the electoral roll. These agencies will provide us with personal data and may make a record of this search. By instructing us you consent to us undertaking this search and authorise such agencies to disclose such information to us. If you do not wish us to do this, you must let us know in writing.

#### **16. Professional Indemnity Insurance**

16.1 We maintain professional indemnity insurance in accordance with the requirements of the Solicitors Regulation Authority. Details of the insurers and territorial coverage are available for inspection at our registered office.

#### **17. Tax Advice**

17.1. Unless you specifically instruct us to advise on tax planning, the advice we give will not include any consideration of, or advice concerning, the taxation implications or consequences of any course, or alternative course, of action and we will not be liable for any loss or disadvantage that may arise from the tax consequences of any matter.

17.2. If you do specifically instruct us to advise on tax planning we will provide you with a separate estimate. We may be required by law to notify HM Revenue & Customs with details of any tax planning you receive, even though we have not ourselves provided you with the tax planning advice.

#### **18. Regulation**

18.1 Slater and Gordon is authorised and regulated by the Solicitors' Regulation Authority (reference number 591058). The Solicitors Regulation Authority is the independent regulatory body of the Law Society of England and Wales, and operates within the regulatory framework of the Legal Services Act 2007 (and any subsequent amendments).

18.2 Slater and Gordon is authorised and regulated by the Financial Conduct Authority ('FCA') (reference number 579176) for the purpose of insurance distribution activities (broadly, advising on, selling and the administration of insurance contracts), and we are included on a register maintained by the FCA. This register can be accessed via the FCA website (<http://www.fca.org.uk/firms/systems-reporting/register/>). The FCA is an independent body which operates under the Financial Services Act 2012 (and any subsequent amendments).

#### **19. Equal Treatment**

19.1 We are committed to promoting equality and diversity in all of our dealings with clients, third parties and employees. In accordance with the Equality Act 2010 (and any subsequent amendments) we will not discriminate in the way we provide our services on the grounds of sex (including gender reassignment), marital status, sexual orientation, disability, race, colour, religion, age, nationality or ethnic or national origins.

## **20. Rights of Third Parties**

20.1 Nothing in these Terms confers any rights on any person pursuant to the Contracts (Rights of Third Parties) Act 1999 (and any subsequent amendments) and we shall not be liable to any third party for any advice or service we provide to you unless otherwise agreed in writing by a member. We may vary these Terms without the consent of any third party.

## **21. Severability and Good Faith**

21.1 If any part of these Terms is held to be illegal, invalid or otherwise unenforceable then that provision shall, to the extent necessary, be severed and shall be ineffective but the remaining terms will continue in force and effect.

## **22. Non-Waiver**

22.1 Any failure by Slater and Gordon to insist upon strict performance of any of the Terms, or any failure or delay by Slater and Gordon to exercise any rights or remedies whether under the Terms and/or at law or otherwise, shall not be deemed a waiver of any right of Slater and Gordon to insist upon the strict performance of the Terms or of any of its rights or remedies as to any default under the Terms.

## **23. Cyber Crime Alert**

23.1 Please be aware that we never send out important business information, such as our bank account details by email. Always speak to the lawyer dealing with your matter before transferring any money and be aware that a phishing email may contain a fraudulent telephone number for us. Accordingly, if you receive any communications confirming our bank account details or suggesting that our bank account details have changed, please contact us immediately via the number on our website or headed notepaper. Slater and Gordon will not accept any responsibility if you transfer any money into an incorrect bank account where you have acted on information which has not been provided by us.

23.2 Also, we will not ask you to advise of your bank account details by email. If you intend to inform us of your bank account details or change them at any point during the transaction, please advise us by telephone, post, fax or ideally in person rather than by email.

23.3 Please also be vigilant and ensure caution is exercised when opening any emails, attachments or links and when responding to any requests for personal or financial information which purport to come from us.

23.4 Finally, we advise you in the strongest terms to ensure that you have up to date and effective security software operating on your computer, ensuring that your passwords are changed periodically, kept secure and not passed to other persons who are not authorised users of your computer system. This advice is highly pertinent in relation to your email server.

## **24. Electronic Communications**

24.1 You warrant that any electronic signature you provide to enter into these Terms of Business, the Engagement Letter and/or any funding agreement documentation is authentic to you and confirms the authenticity of both your signature and these Terms. Your signature is the means by which you consent to these Terms. You also agree that at our request you will co-operate with us by providing

such certification as we may ask to verify the authenticity of your electronic signature, the Terms and your consent.

## **25. Governing Law and Jurisdiction**

25.1 These Terms and any dispute between us shall be governed by, and construed in accordance with, the laws of England and Wales and shall be subject to the exclusive jurisdiction of the English courts.

