

Terms of Business

Terms of Business

1. About us

1.1 Pepperells Limited trading as Pepperells Solicitors is a company incorporated in England and Wales with registered number 10244782. Its registered office is at 100 Alfred Gelder Street, Hull, East Yorkshire, HU1 2AE.

1.2 You can find details of the postal address telephone number and email address of each office on our website at www.pepperells.com.

1.3 Pepperells Solicitors is authorised and regulated by the Solicitors Regulation Authority (SRA), The Cube, 199 Wharfside Street, Birmingham, B1 1RN]. [The SRA is the independent regulatory arm of the Law Society of England and Wales, our professional body. Pepperells and our solicitors are governed by Codes of Conduct and other professional rules, which you can access on the SRA's website at www.sra.org.uk or by calling 0370 606 2555.

1.4 Our SRA authorisation number is 636188. All services provided by Pepperells Solicitors are regulated by the SRA.

1.5 We are registered for VAT purposes. Our VAT registration number is 365 058 936

1.6 Where we say 'we', 'us' or 'our' in these Terms of Business, we mean

1.7 Where we say 'you' or 'your' in these Terms of Business, we mean the client identified in the client care documentation and anyone authorised to give instructions on that client's behalf.

1.8 The SRA Indemnity Insurance Rules 2013 require us to take out and maintain Professional Indemnity Insurance with Qualifying 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 offices.

2. Terms of Business

2.1 These Terms of Business (as updated from time to time) apply to all work we do on your behalf. It is an important document—please read and keep it in a safe place for future reference.

2.2 These Terms of Business may not be varied unless agreed in writing and signed by a Director of Pepperells. They should be read in conjunction with our Client Care Letter which sets out the basis on which we act for you and any documents referred to in that letter. Together these form the 'Agreement' between us relating to each matter on which we advise you.

2.3 Although your continuing instructions will amount to your acceptance of these Terms of Business, we ask that you sign, date and return one copy for our file.

2.4 Unless otherwise agreed, these Terms of Business will apply to all future instructions you give us on this or any other matter.

2.5 These terms, including the limits on our liability in clause 13, shall apply to all work done by us for you (and any work to be done in the future) unless we otherwise notify you in writing. This includes any future transactions conducted for you.

2.6 If you are a business entity trading as a limited company or partnership, we will take instruction from a director(s) or an individual(s) authorised by the directors. By accepting these terms of business, the director(s) and/or authorised individual(s) providing instructions to us hereby irrevocably guarantees that in the event of default by the business to pay fees due to us and that they shall personally pay on demand to us all such amounts as have not been paid but should have been paid by the business.

2.7 If any term of this agreement is inconsistent with our legal obligations under the relevant laws then the relevant laws shall apply instead of those terms.

3. Excluded Advice

3.1 We do not advise on the laws and regulations of jurisdictions other than England & Wales (which for these purposes includes the law of the European Union as applied in England & Wales).

3.2 We do not advise on competition law or pensions, nor do we provide financial or taxation advice generally. We do not advise upon the commercial viability of any transactions in which we are instructed to act and we do not accept any liability where matters of opinion are expressed.

3.3 We will not advise on surveying, valuation, commercial viability, trading or marketability issues. We only advise on tax issues only when we have expressly agreed in writing to do so however, we do not provide financial services or advice.

3.4 Whilst we have a degree of understanding of financial matters and taxation relevant to an individual or corporate entity, we are not qualified to give any taxation or financial advice in any form and you should take the professional advice of a taxation accountant/financial advisor or your own accountant/financial advisor. If you authorise us to proceed with the transaction, we will proceed on the basis you have sought appropriate professional taxation advice. If you wish us to help you appoint an appropriate accountant or financial advisor then we can ask a member of our related company, Pepperells Wealth Limited, to assist.

4. Service Standards

4.1 We are normally open between 9.00 am and 5.30 pm from Monday to Friday.

4.2 We are closed on all bank holidays.

4.3 We will update you by telephone or in writing (including by email) with progress on your matter regularly and explain to you the legal work required as your matter progresses.

4.4 We will update you at appropriate intervals on the likely timescale for each stage of your matter and any important changes in those estimates. Whenever there is a material change in circumstances associated with your matter, we will update you on whether the likely outcomes still justify the likely costs and risks.

4.5 We will update you on the cost of your matter at the intervals set out in the Engagement Letter. If appropriate, we will continue to review whether there are alternative methods by which your matter can be funded.

4.6 We are committed to acting in a way that encourages equality, diversity and inclusion in all our dealings with clients, third parties and employees. Please contact us if you would like a copy of our equality and diversity policy [which is also available on our website].

5. Your Duty to Retain and Preserve Documents

5.1 If now, or at any time in the future, any matter on which we act for you is the subject of formally 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 (however slight you believe the connection may be), as your position in such proceedings could be seriously compromised if you do so.

6. Copyright

Terms of Business

6.1 Unless we agree otherwise, all copyright which exists in the documents and other materials that we create whilst carrying out work for you will remain our property. You have the right to use such documents and materials for the purposes for which they are created, but not otherwise.

6.2 If you use such documents for any purpose other than that for which they were created or amend or alter the same we are not responsible to you for any losses that you may suffer as a result.

6.3 Unless otherwise required by law or court order, you agree not to make our work, documents or materials available to third parties without our prior written permission. Our work is undertaken for your benefit alone and we are not responsible to third parties for any aspect of our professional services or work that you make available to them.

7. Client Satisfaction

7.1 We operate strict client care and quality policies and always aim to provide you with proper levels of legal expertise and to be available, approachable, understandable, prompt and courteous.

7.2 We want to give you the best possible service. However, if at any point you become unhappy or concerned about the service we have provided you should inform us immediately so we can do our best to resolve the problem. Our designated Complaints Handling Officer is Stephen Orridge. A copy of our complaints handling policy is available on our website and on demand.

7.3 We have eight weeks to consider your complaint. If we have not resolved it within this time you may be able to complain to the Legal Ombudsman. Generally, this applies if you are an individual, a business with fewer than 10 employees and turnover or assets not exceeding a certain threshold, a charity or membership organisation with a net annual income of less than £1m, a trustee of a trust with an asset value of less than £1m, or if you fall within certain other categories (you can find out more from the Legal Ombudsman). The Legal Ombudsman will look at your complaint independently and it will not affect how we handle your matter.

7.4 If you would like more information, you can contact the Legal Ombudsman by:

- (i) visiting www.legalombudsman.org.uk
- (ii) calling 0300 555 0333 between 10.00 to 16.00
- (iii) emailing enquiries@legalombudsman.org.uk
- (iv) writing to Legal Ombudsman PO Box 6167, Slough, SL1 0EH

7.5 The Legal Ombudsman expects that you will first seek to resolve any complaints with us first. If you have exhausted this, any complaint to the Ombudsman must be made to them:

- (a) within six months of receiving a final response to your complaint; and
- (b) no more than one year from the date of the act/omission you are concerned about; or
- (c) no more than one year from when you should reasonably have known there was cause for complaint.

7.6 We are committed to ensuring that all Directors, Consultants and Employees give their full co-operation to the Legal Ombudsman in the event of any dispute or complaint against our firm.

8. The Solicitors Regulation Authority

(a) The Solicitors Regulation Authority (SRA) can help if you are concerned about our behaviour. This could be for things like dishonesty, taking or losing your money or treating you unfairly because of your age, a disability or other characteristic.

(b) The [SRA's website](#) contains information raising concerns about solicitors and law firms.

8. Fixed Fee Services

8.1 Where our Client Care Letter states that we are charging on a fixed fee basis, additional services may be provided on request and (unless otherwise agreed by us in writing) will be charged at our standard hourly rates as set out in our Client Care Letter plus expenses/disbursements (if any) and VAT.

9. Hourly Rate Services

9.1 Where our Client Care Letter states that we are charging on an hourly basis, the hourly rate varies according to the experience and expertise of the person dealing with the matter. The rates which apply to each matter are set out in our Client Care Letter.

9.2 The time spent on your matter for which you will be charged includes but is not limited to: meetings with you and others; travelling; waiting; researching; considering, writing and receiving correspondence (including e-mails); making and receiving telephone calls; preparing and working on documents; attendance at court; and making file notes.

9.3 The time spent in dealing with the matters set out in clause 8.2 and on your matter is recorded as units of one tenth of an hour. Therefore, this is the minimum amount of time we will charge for any piece of work undertaken on your matter.

9.4 If we have provided to you a written cost indication of the total charges, it is given only as a guide to assist you in budgeting and should not be regarded as a fixed quotation or binding estimate unless otherwise agreed in writing. We will inform you if any unforeseen but significant additional work becomes necessary.

9.5 It is often impossible to tell at the outset what the overall cost of a matter will be. If this is the case we will provide you with as much information as possible at the start and keep you updated as the matter progresses. If a precise figure cannot be given at the outset, we shall explain the reason to you and give you the opportunity to set a ceiling figure beyond which you do not want us to act without your consent or we shall agree a review date with you on which we shall try to give you more information about the likely overall cost.

9.6 On or around the 1st June each year, we review our hourly rates. We will notify you in writing of any increase.

9.7 We will add VAT to our fees at the rate that applies when the work is done.

10. All Services

10.1 All expenses and disbursements which we incur in working on your matter will be payable by you in addition to our fees. Examples of these expenses and disbursements include but are not limited to Land Registry and Companies House fees; search fees; stamp duty (and similar taxes); fees charged by experts, agents, couriers and barristers; court fees; travel expenses and subsistence; faxes; international telephone calls; use of on-line databases; and bank credit transfers as well as any charges we may make for dealing with the same. In addition, We may also charge you for photocopying and other document production and will confirm the current charging rates with you if they become applicable. VAT is payable on certain expenses, which you will need to pay in addition.

10.2 We will usually submit bills monthly but may choose to submit bills at other intervals during the course of working on your matter. We may also submit a bill on or at any time after conclusion of the matter or at the end of this Agreement. Our bills are payable when they are submitted to you. Unless stated otherwise, all bills, whenever they are submitted, will be final bills for the period to which they relate but this does not prevent us from invoicing you for expenses or disbursements for that period on a subsequent bill. We may render bills to you electronically which bear an electronic signature.

Terms of Business

10.3 We may also ask you at any time to pay money in advance of any fees and expenses/disbursements being incurred by us (known as 'payment on account'). If we ask you to make a payment on account, we will not be obliged to undertake any further work on your matter until you have made that payment (and if you do not make the payment we may cease acting for you).

10.4 Where we decide to extend credit to you by carrying out urgent work on your matter after the money you have paid on account has all been used, you agree to remain liable for our fees regardless of whether or not we give you advance notification that we are going to extend credit to you.

10.5 It is your responsibility to tell us when first instructing us if you have any form of insurance cover (such as legal expenses insurance) that you think will pay our fees. You must also tell us when first instructing us if there is a third party who may pay our fees. If a third party agrees to pay all or part of our bills, you will remain responsible to us for payment until those bills have been paid in full.

10.6 If we are advising more than one person (usually individuals, companies or other entities) we will, unless otherwise agreed by us in writing, act for those persons jointly and severally. If we are asked to deliver bills only to one person, those bills will nevertheless be payable in full by all other persons we act for under this agreement.

10.7 If you are instructing us jointly in relation to any matter it is your responsibility to tell us at the outset of the Agreement if you require more than one person to give us instructions in relation to that matter. Otherwise, we will accept instructions from any one person and will not be responsible to any other person for any losses they may suffer as a result.

10.8 If you are a company or other commercial entity it is your responsibility to tell us at the outset of the Agreement if you require more than one Director (or equivalent) to give us instructions.

10.9 If we do not receive prompt payment of any bill, then:

- (a) we may charge you interest (on a daily basis) on the unpaid element of the bill at the rate payable on judgment debts (the current rate at the date of this agreement being 8% per year) from the date of the bill until payment, unless it is determined that you do not have to pay that element;
- (b) we may refuse to undertake any further work for you (whether in respect of the matter to which the bill relates or any other matter on which we are acting for you) until that bill is paid and/or we may stop acting for you; and
- (c) we may retain any papers or documents belonging to you, together with our own records.

10.10 Should you make a payment by way of cheque or credit card and that payment subsequently not be honoured then we will inform you in writing and request funds be made available for the payment to be re-presented. We reserve the right to charge you a fee for administration and any charge imposed by the bank for re-presenting your payment. Until such time as the payment is cleared into our accounts the provisions of clause 11.9 may apply.

10.11 If you have any queries in respect of any element of a bill, you should still promptly pay all other elements of the bill.

10.12 Where we hold money for you, whether because you have made a payment on account or we otherwise receive funds on your behalf, we may use this money toward payment of our bills. We will comply in that regard with the code of conduct under the SRA Accounts Rules and we will always advise you when this is being done. If we take any security for our fees, whether from you or any third party, this shall not affect any rights we have (or which we may have) to retain your papers.

10.13 If you wish to make a complaint about one of our bills, you may do so by using the firm's Complaints Procedure (copy available on

request). You may also have a right to object to a bill by making a complaint to the Legal Ombudsman and/or applying to the court for an assessment of the bill under part III of the Solicitors Act (1974).

11. Storage of Documents and Deeds and Controlling/Processing of Data

We will scan and store an electronic copy of all documents relating to your matter (other than those documents which are in your possession or which we have returned to you) for at least six years from the conclusion of our involvement unless there is a vital interest, or a reasonable, legal, or legitimate reason to maintain them for longer or if you have asked us to do so by providing consent. Unless otherwise specifically stated by you, you agree that we may destroy the hard copy documents and rely on the electronic copies only. We will not destroy any original documents you ask us to deposit in our deed storage facility and which we agree to store. Should you require any specific documents retained in hard copy please inform us and we will provide these to you on conclusion of our involvement in the matter.

11.2 If you ask us to retrieve and reproduce documents from our archive there may be a charge, the current amount of which we can advise you upon enquiry, although we will not normally charge any fee if we retrieve documents to enable us to carry out further work for you. We will charge, however, for any work necessary to comply with instructions given by you in connection with retrieved documents. Unless otherwise agreed with you in writing, those charges will be at our hourly rates applicable at the relevant time and those charges will be applied on the same basis as set out in clause 8.

11.3 It is an express term of business that our Privacy Policy (a copy of which is available at any time upon request) is incorporated into these terms as if the same had been set out fully in this document and you freely consent and/or have freely given consent to our processing of your Personal Data (as defined in Data Protection Act or any subsequent law amending and replacing this subject to your rights to withdraw that consent by written notice served upon us by you).

11.4 We may contact you to update our existing data in order to maintain accurate records relating to you or your matter and to comply with any legal obligations from time to time, subject to your withdrawal of consent.

11.5 By accepting these terms of business, you are deemed to have expressly accepted and agreed to opt in to receive all Pepperells marketing and mailshots.

11.6 You have the right to opt out of receiving promotional communications at any time, by contacting us by marketing@pepperells.com to opt out.

12. Termination

12.1 You may end this agreement (and therefore, your instructions to us) at any time by writing to us but we may be entitled to keep all of your documents and deeds while there is money owing to us (including fees and expenses which have not yet been billed).

12.2 We will only decide to stop acting for you with good reason, eg where we feel that the relationship has broken down, 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 before we stop acting for you.

12.3 If you or we decide that we should stop acting for you, we will charge you for the work we have done[and, where appropriate, for transferring the matter to another adviser if you so request]. This will be calculated on the basis set out in the Engagement Letter.

12.4 We are not responsible for reminding you about important dates and/or any deadlines after our appointment has been terminated

12.5 If your matter does not conclude, or we are prevented from continuing to act because of our legal obligations or our professional

Terms of Business

rules, we will charge you for any work we have actually done. Our charges will be based on our hourly rates set out in this Agreement (and where a fixed fee has been agreed, the charges will not exceed that fixed fee).

12.6 We may require that you sign a Notice of Discontinuance when you instruct us which will be retained on your file. If we cease acting for you, we shall (where relevant) inform any other party, the court or tribunal that we no longer act for you and shall date and serve the Notice of Discontinuance to apply to be removed as acting on record. We may charge you for doing so at our hourly rates applicable at the relevant time and those charges will be applied on the same basis set out in clause 8 and for any expenses which we incur on the same basis – also set out in clause 8.

12.5 If you are an individual consumer (not a business entity), the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (the 2013 Regulations) apply to our agreement where;

- (a) we enter into an 'Off-Premises Contract'; or
- (b) we enter into a 'Distance Contract'.

12.6 In clause 12.5 the following definitions apply;

12.6.1 An 'Off-Premises Contract' means a contract between Pepperells and you which is any of these;

- (a) a contract concluded in the simultaneous physical presence of Pepperells and you, in a place which is not our business premises;
- (b) a contract for which an offer was made by you in the simultaneous physical presence of Pepperells and you, in a place which is not our business premises;
- (c) a contract concluded on our business premises or through any means of distance communication immediately after you were personally and individually addressed in a place which is not our business premises in the simultaneous physical presence of Pepperells and you;
- (d) a contract concluded during an excursion organised by Pepperells with the aim or effect of promoting and selling goods or services to you;

12.6.2 A 'Distance Contract' means a contract concluded between you and Pepperells under an organised distance sales or service-provision scheme without the simultaneous physical presence of you or Pepperells, with the exclusive use of one or more means of distance communication up to and including the time at which the contract is concluded.

12.6.3 'Our business premises' means the offices specified in clause 1.

12.7 If we enter our agreement and clause 12.5 applies you have the right to cancel the contract within 14 days of instructing us (the cancellation period) under the 2013 Regulations without giving any reason.

12.8 You may exercise any right to cancel our agreement within the cancellation period, provided you make a clear statement to us by letter of your decision to cancel. You must send your communication to us before the cancellation period expires.

12.9 If you cancel this contract within the cancellation period, we will reimburse to you all payments received from you. We will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this contract. We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

12.10 By accepting these terms of business you expressly agree that you would like our service to start before the end of the cancellation period and you agree that your cancellation rights shall end as soon as we commence work on your matter.

12.11 If you cancel our agreement after the end of the cancellation period or after accepting these terms of business under clause 12.10 clause 12.1 of this agreement will apply in respect of payment of our fees.

13. Financial Services

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.

13.2 We are also not authorised by the FCA to provide investment advice services. If you need advice on investments, we may refer you to someone who is authorised by the FCA to provide the necessary advice. However, because we are regulated by the SRA, we may be able to provide certain limited investment advice services where these are closely linked to the legal work we are doing for you.

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

13.4 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 can request details of the insurance undertakings with which we conduct business at any time.

13.5 You hereby agree to provide us with details of any relevant existing insurance policies you may have and you agree that we shall not be liable to you for any losses you sustain as a result of your failure to provide us with such details.

13.6 We do work with a related company, Pepperells Wealth Limited whom you agree that we may refer to for advice or assistance upon any matter in which we act for you where this is considered relevant and appropriate or who we may ask to act for you where you agree and that company is competent and able to provide such financial or taxation services as we are not.

14. Limitation of Liability

You agree that the limitations on our liability as set out in these Terms of Business are reasonable having regard to the nature of your instructions and the work involved and the availability and cost of professional indemnity insurance. We are, however, happy to

Terms of Business

	consider options to increase these limitations, should you so require (which may result in an increase to our fees).	
14.2	We will undertake the work relating to your matter with reasonable skill and care.	
14.3	We accept liability without limit for the consequences of fraud by us or any of our Directors, Consultants or Employees which is affected in their capacity as Directors, Consultants or Employees and for any other liability which we are not permitted by law or rules of professional conduct to limit or exclude. If any part of this agreement which seeks to exclude, limit or restrict liability (including provisions limiting the amount we will be required to pay or limiting the time you have to bring a claim) is found by a court to be void or ineffective for any reason, the remaining provisions shall continue to be effective.	14.12 If we and any other party or parties are liable to you together in respect of the same claim, then we shall only be liable to pay you the proportion which is found to be fair and reasonable having regard to the level of our default. Therefore, we shall not be liable to pay you the proportion which is due to the fault of such party, even if you do not recover all or any money from such other party for any reason.
14.4	Your contract is solely with Pepperells Solicitors. No employee, agent or consultant will have any personal legal liability for any loss or claim.	14.13 If we are liable to you and any other party or parties would have been found liable to you together with us in respect of the same claim if either:
14.5	Unless explicitly agreed otherwise, in writing:	(a) you had also brought proceedings or made a claim against them; or
(a)	we do not owe, nor do we accept, any duty to any person other than you; and	(b) we had brought proceedings or made a claim against them for a contribution towards our liability,
(b)	we do not accept any liability or responsibility for any consequences arising from reliance on our advice by any person other than you.	then any sum due from us to you shall be reduced by the proportion for which such other party or parties would have been found liable had those proceedings been brought or those claims been made.
14.6	We are not responsible for any failure to advise or comment on matters falling outside the scope of our instructions, as set out in these Terms of Business and the Engagement Letter.	14.14 Nothing in this agreement excludes or limits our liability for:
14.7	We will not be liable under this agreement or laws of negligence for any deficiencies in the work we have undertaken if and to the extent that deficiencies are due to any false, misleading or incomplete information or documentation which has been provided to us (whether by you or any third party) or due to the acts or omissions of you or any third party. However, where any failure by us to identify any such false, misleading or incomplete information (or any failure by us to inform you that we have identified such information or any failure to act on your resulting instructions) constitutes negligence then we may, subject to the other provisions of our Agreement, be liable for such failure.	(a) death or personal injury caused by negligence;
14.8	Despite anything else contained in these Terms of Business, we are not under any obligation to act for you (or to continue to act for you) if to do so would breach any laws or professional rules. Therefore, we will not be responsible or liable to you for any loss which you or any other party may suffer as a result of our refusal to proceed with your matter where we would be in breach (or we reasonably believe that we would breach) of our legal obligations or our professional rules.	(b) fraud or fraudulent misrepresentation; or
14.9	Our total aggregate liability to you under or in connection with this agreement (including any addition or variation to it), whether for breach of contract, negligence, breach of statutory duty, or otherwise, shall not exceed £3,000,000.00 (three million pounds).	(c) any liability if and to the extent that it is not permissible in law for such liability to be limited or excluded.
14.10	Where we are instructed jointly by more than one party, the limit on our liability applies, in total, to all of you collectively (including anyone claiming through you or on your behalf).	14.15 Notwithstanding the foregoing provisions of this clause 14 we shall not be liable to you as a result of 'force majeure' that is to say for any failure to perform any obligations under our Agreement which is due to an event beyond our control including but not limited to act of God, war, insurrection, riot, civil unrest or act of civil or military authority. We shall notify you as soon as we are able to if we are affected by an event of force majeure.
14.11	Proceedings in respect of any claim against us must be commenced within six years after you first had (or ought reasonably to have had) both the knowledge for bringing an action for damages and the knowledge that you had the right to bring such an action and in any event no later than six years after any alleged breach of contract, negligence or other cause of action. This provision expressly overrides any statutory provision which would otherwise apply; it will not increase the time within which proceedings may be commenced and may reduce it.	14.16 Should you not keep us updated with your changes to Personal Data we limit our liability in relation to any legal obligations that may arise under these laws, and you agree to indemnify us against any direct or indirect losses or claims which may arise from the same.
15	Bank failure and the Financial Services Compensation Scheme	
15.1	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).	
15.2	The FSCS is the UK's statutory fund of last resort for customers of banking institutions. The FSCS can pay compensation up to £85,000 if a banking institution is unable, or likely to be unable, to pay claims against it.	
15.3	The limit is £120,000 per banking institution. If you hold other personal money in the same banking institution as our client account[s], the limit remains £120,000 in total. Some banking institutions have several brands. The compensation limit is £120,000 per institution, not per brand.	
15.4	The FSCS also provides up to £1m of short-term protection for certain high balances, eg relating to property transactions, inheritance, divorce or dissolution of a civil partnership, unfair dismissal, redundancy, and personal injury compensation (there is no financial limit on protection for personal injury compensation). This is called the temporary high balance scheme and, if it applies, protection lasts for a maximum of six months	

Terms of Business

15.5 The FSCS (including the temporary high balance scheme) will apply to qualifying balances held in our client account. In the unlikely event of a deposit-taking institution failure, we will presume (unless we hear from you in writing to the contrary) we have your consent to disclose necessary client details to the FSCS.

15.6 More information about the FSCS can be found at <https://www.fscs.org.uk>.

16. Client Money

16.1 Subject to certain conditions set out in the SRA Accounts Rules a sum in lieu of interest must be accounted to clients when it is fair and reasonable to do so in all the circumstances.

16.2 Our policy seeks to provide for a fair and reasonable outcome for both us and our clients.

16.3 Our policy on interest shall be kept under review. The policy may change if the Bank of England base rate increases or decreases. At the date of the preparation of this policy, the interest rates payable on client accounts were extremely low entailing that the sums of money involved are negligible.

16.4 The rate of interest available on client accounts is significantly lower than the rate of interest which can be obtained on other bank or building society accounts. This reflects the fact that immediate access is required to client accounts in order to comply with the SRA Accounts Rules and to facilitate the smooth completion of transactions. It is therefore unlikely that the funds will attract as much interest as if you had invested those funds yourself.

16.5 All interest arising from cleared funds held on behalf of a trust will be credited to the trust whether those funds are held in a general client account or a separate designated client account (formerly known as a Designated Deposit Account).

16.6 For cleared funds paid into general client accounts, we shall account for interest unless one of the following circumstances applies:

- (a) the amount of interest calculated on the balance held is £50.00 or less; or
- (b) the client money was held in cleared funds in client account for a period of five working days or less.
- (c) on money we are instructed to hold outside a client account in a manner that does not attract interest, eg cash held in our safe;
- (d) where we agree otherwise, in writing, with you or the third party for whom the money is held.

16.7 All other clients shall be paid interest at the rate payable upon our client account from time to time, unless there are specific circumstances which lead the client to contract out of the right to receive interest payments (for example where the client agrees we may keep interest payments to remunerate us for acting as stakeholder in the transaction or where the client's religious beliefs prohibit the receipt of interest).

16.8 In certain circumstances a separate designated client account will be opened on behalf of clients. All interest arising from funds held in separate designated client accounts will be credited to the client.

16.9 Where sums of money are held in relation to separate matters for the same client, the money relating to the different matters shall be treated separately unless it is fair and reasonable in the circumstances to consider the sums together.

16.10 Interest will not accrue on any advances from the practice under rule 14(2)(b) of the SRA Accounts Rules to fund a payment on behalf of a client or trust in excess of funds held for that client or trust.

16.11 Where a client fails to present a cheque to his or her bank for payment we will not recalculate any amount due to the client unless it is fair and reasonable to do so, for example if the cheque has been sent to an incorrect address.

16.12 We will usually account to you for interest arising under our policy at the conclusion of your matter, but may, in some cases, consider it appropriate to account to you at intervals throughout.

16.13 Unless otherwise agreed by us in writing, if we receive any sums to hold on your behalf (whether received directly from you or from a third party) then we may deposit such money into an account or accounts with any bank or financial institution (a "deposit provider" which expression shall include bank, financial institution or clearing house through which transfers are made) of our choosing. We confirm that we will comply with any applicable laws and any applicable rules of a regulatory authority in respect of the making of any such deposits.

16.14 For the purposes of the SRA Accounts Rules 2019, any reference to "promptly" is to be interpreted as not more than 14 days.

16.15 We shall not be liable for any loss which you or any third party may suffer in connection with an Insolvency Event occurring in relation to any deposit provider with whom we have deposited funds or through whom transfers are made, save if and to the extent that any such loss was caused by or contributed to by any breach by us of clause 14.

In clause 16.15 an "Insolvency Event" means:

- (a) any deposit provider is unable or admits inability to pay its debts as they fall due (or is deemed to be or declared to be unable to pay its debts under applicable law), suspends or threatens to suspend making payments on any of its debts or, by reason of actual or anticipated financial difficulties or commences negotiations with one or more of its creditors with a view to rescheduling any of its indebtedness;
- (b) the value of the assets of any deposit provider is less than its liabilities (taking into account contingent or prospective liabilities);
- (c) a moratorium is declared in respect of any indebtedness of any deposit provider;
- (d) any corporate or government action, legal proceedings or other procedure or steps taken in relation to:

 - (i) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of any deposit provider;
 - (ii) a composition, compromise, assignment or arrangement with any creditor of any deposit provider;
 - (iii) the appointment of a liquidator, receiver, administrator, administrative receiver, compulsory manager or other similar officer in respect of any deposit provider or any of its assets;
 - (iv) enforcement of any security interest (however so described) over any assets of any deposit provider; or
 - (v) the prevention or restriction (whether by way of freezing order or otherwise) of a deposit provider's ability to dispose of, deal with or diminish the value of its assets or any of them;

- (e) any event analogous to those set out in clause 16.16(d) occurs in any jurisdiction in respect of any deposit provider.

16.17 If an Insolvency Event 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 Financial Services Compensation Scheme ("FSCS") all relevant details in our possession about you and the money that we hold on your behalf with such a deposit provider. However, if you do not wish us to make any such disclosure, please notify us in writing addressed to our Data Protection Compliance Officer, Stephen Orridge, at our Hull Office. Please note that by withholding consent to our disclosure of your

Terms of Business

details to the FSCS in such circumstances, you may forfeit any right you may have to receive compensation from the FSCS where an Insolvency Event occurs in relation to a deposit provider holding money which we have deposited on your behalf. Compensation for deposits is limited to £120,000 for any individual's total deposit with that service provider, including any personal finances. Further information regarding the FSCS can be found at www.fscs.org.uk, telephone number 020 7892 7300.

17. Banking and related matters

17.1 Unless agreed otherwise, we hold client money in various accounts with UK banks regulated by the Financial Conduct Authority (FCA).

17.2 We will never tell you about changes to important business information, such as bank account details, by email. Please inform us immediately if you receive any email or other communication purporting to be from the firm stating that we have changed our bank details or payment arrangements.

18. Confidentiality, Privacy & Data Protection

18.1 We will keep your information confidential, unless:

- (a) you consent to the disclosure of that information;
- (b) disclosure of the information is required or permitted by law or regulatory requirements that apply to us; or
- (c) these Terms of Business state otherwise.

18.2 Examples of organisations we may be required to disclose your information to include:

- (a) the National Crime Agency;
- (b) domestic and international tax authorities;
- (c) regulatory authorities.
- (d) HMRC
- (e) HM Land Registry

18.3 Unless you instruct us otherwise, we may contact you or others by email. We deploy a range of information security measures, but we cannot guarantee the security of information or documents sent by email. If you do not wish us to communicate information by email, please let us know.

18.4 We ensure all outsourcing providers operate under service agreements that are consistent with our legal and professional obligations, including in relation to confidentiality.

18.5 External organisations such as the Information Commissioner's Office or Lexcel auditors and the SRA may conduct audit or quality checks on our practice from time to time. They may wish to audit or quality check your file and related papers for this purpose. We will require that these external organisations maintain confidentiality in relation to any files and papers which are audited or quality checked.

18.6 Your files may also be reviewed in a due diligence exercise relating to the sale or transfer of all or part of our business, the acquisition of another business by us or the acquisition of new business. If you do not wish your file to be used in this way, please let us know as soon as possible.

18.7 We use your personal data primarily to provide legal services to you, but also 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.

18.8 Our use of your personal data is subject to your instructions, the UK General Data Protection Regulation (UK GDPR), the EU General Data Protection Regulation (EU GDPR), other relevant UK legislation and our professional duty of confidentiality.

18.9 We may record telephone calls and monitor emails for training, regulatory and compliance purposes.

18.10 We use third party service providers (including 'cloud' service providers) to help us deliver efficient, cost effective legal services. This may include document/information hosting, sharing, transfer, analysis, processing or storage. We ensure all third party service providers operate under service agreements that are consistent with our legal and professional obligations, including in relation to confidentiality, privacy and data protection. If you instruct us to use an alternative provider for storing, sharing or exchanging documents/information, we are not responsible for the security of the data or the provider's security standards.

18.11 We may use your personal data to send you updates (by email, text, telephone or post) about legal developments that might be of interest to you and/or information about our services, including exclusive offers, promotions or new services. You have the right to opt out of receiving promotional communications at any time

18.12 Pepperells is registered with the Information Commission ("ICO") under reference ZA280409. Stephen Orridge is the appointed Data Compliance Officer which is recorded both internally and with the ICO.

18.13 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.

18.14 During the course of our conduct of your matter it may be necessary to discuss your case with cost specialists, experts or counsel. Your acceptance of these Terms of Business amounts to your consent to us to disclose information which we consider necessary to progress your case.

18.15 Where you provide us with fax or computer network addresses for sending material to, we will assume, unless you tell us otherwise, that your arrangements are sufficiently secure and confidential to protect your interests.

18.16 The Internet and emails are not secure and there are risks if you send sensitive information in this manner or you ask us to do so. Data we send by email is not routinely encrypted, so please tell us if you do not want us to use email as a form of communication with you or if you require data to be encrypted.

18.17 We will take reasonable steps to protect the integrity of our computer systems by screening for viruses on email sent or received. We expect you to do the same for your computer systems.

18.18 We promise to respect the data we hold on you. Your acceptance of these terms authorises us to keep your details on our database so that we can provide you with legal services and for administration and accounting purposes, so that we can make credit searches and send you relevant information on our services and on events that may interest you. All information that we hold concerning you as an individual will be held and processed by us strictly in accordance with the provisions of the DPA and the GDPR as per our Privacy Policy.

18.19 We will not, without your consent, supply your name and address to any third party except where:

Terms of Business

(a) It is necessary as part of the legal services that we undertake; or
 (b) we are required to do so by law or our professional rules.

19. Referrals to Third Parties

19.1 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. If we recommend that you use a particular firm, agency or business that can only offer products from one source, we shall notify you in writing of this limitation. We will pay to you any commission that we receive from any particular firm, agency or business that we recommend you use.

19.2 If we recommend that you use a particular firm, agency or business, we shall not be liable to you for any advice you may be given by that firm, agency or business and you are advised that if that firm, agency or business is not another firm of solicitors you will not be afforded the regulatory protection of the Solicitors Regulation Authority (SRA) or of the SRA's Code of Conduct and SRA Indemnity Insurance Rules, nor shall you be entitled to the benefit of the Solicitors' Compensation Fund.

20. Hours of Business

20.1 Our offices are open between 7.00am and 5.30pm, Monday to Friday and 9.00am and 1pm on Saturdays, excepting public or statutory holidays. We may be able to provide an out of office or emergency service to clients by mutual arrangement at agreed additional charge or rates. The person responsible for your matter may, at his or her absolute discretion, provide you with a mobile telephone number, and may endeavour to take your telephone calls outside of office hours, but nothing he or she says should be interpreted as an agreement to routinely deal with your matter or to take your telephone calls outside of office hours.

21. Other Parties' Charges & Expenses: Litigation/Contested Matters

21.1 We will discuss with you whether your charges and expenses or disbursements might be paid by or recovered from another person. Even if you are successful, the other party is very unlikely to be ordered to pay all of your costs and expenses; usually it will be only a proportion and you will have to pay the balance of our charges and expenses. In "small claims" cases you will not recover more than a nominal amount and in Tribunal cases or in any claim where your opponent has public funding, you may recover nothing at all.

21.2 If you are successful in court proceedings and the court orders the other party to pay some or all of our charges and expenses, interest may be claimed on them from the other party from the date of the court order. We will account to you for such interest to the extent that you have paid our charges or expenses/disbursements account, but we are entitled to the rest of that interest.

21.3 You will also be responsible for payment of the charges and expenses/disbursements of seeking to recover any charges and expenses the court orders the party to pay.

21.4 In some circumstances, the court may order you to pay the other party's legal charges and expenses; for example if you lose the case or lose on certain issues. In addition, the court has the power to assess costs and make orders for immediate payment during the course of a case. Such summary assessment may take place following any hearing, and will usually be made against the losing party at that hearing.

21.5 Any money so ordered or assessed by the court to be paid will in these circumstances be a liability payable by you in addition to our charges and expenses and in the case of summary assessment costs, within 14 days of making of the order. We will discuss with you whether our charges and expenses and your liability for another party's charges and expenses may be covered by insurance, and, if not, whether it would be advisable for you to have insurance to meet the other party's charges and expenses.

21.6 You remain liable to pay our bills in full to the extent that they have not been paid by any third party.

22. Funding Options – Litigation/Contested Matters Only

22.1 Our Policy

We recognise the need for flexibility in funding litigation, and at the outset we will investigate with you the best way of paying for your legal representation. The purpose of this statement is to set out the details of the various options, though not all may be available for your particular case.

22.2 You can explore the following ways to fund your case:

- (a) paying privately;
- (b) legal expenses insurance;
- (c) after-the-event insurance;
- (d) conditional fee agreement (CFA);
- (e) public funding.
- (f) Damages based agreement

22.3 Paying privately

If you pay privately you are responsible for paying our fees, including expenses/disbursements. A consequence of you funding the litigation is that you may also be responsible for paying the costs of your opponent. That liability can arise in two situations:

- (i) First, during the course of the case there may be 'interim' hearings and matters which you could win or lose. If you lose one of these, then you can be ordered to pay the costs associated with that interim/matter hearing (regardless of the outcome of the case as a whole), in which case the costs will be payable within a number of days as prescribed by the order;
- (ii) Secondly, at the end of the case, if you lose at trial or agree to pay your opponent's costs as part of the settlement.

22.4 Legal Expenses Insurance (LEI)

- (a) You may find that you already have an insurance policy to cover your legal costs. This can be part of your buildings and contents insurance (for example). We would recommend that you check those policies (and any other relevant policies of your own or your spouse or partner) to see if such cover is provided. If it is, you need to get in touch with your insurer straight away to see if they will cover your claim. Some insurers have their own panel of solicitors, so you will need to check that your insurers will cover us for acting for you.
- (b) Similarly, you be a member of a trades union or other affinity group, which may entitle you to have some or all of your legal expenses funded by a third party. We recommend that you check the terms of any such membership to see if you are so entitled.
- (c) Even if you have this type of cover or entitlement, any work which we do on your behalf prior to confirmation of cover from your insurer or other third party will be at your expense, regardless of whether cover is subsequently granted or not.
- (d) Often LEI covers not only the costs we incur acting for you, but also all or part of any costs that you are ordered to pay to the other side.

22.5 After the Event Insurance (ATE)

- (a) If you do not have LEI you may wish to consider taking out ATE.
- (b) ATE may cover you against just your opponent's costs or it may cover your opponent's costs and our costs. If you opt for insurance that covers your opponent's costs only, you will still be liable to pay our costs on an ongoing basis, whether you win or lose (unless we have entered into a Conditional Fee Agreement as set out below).

Terms of Business

(c) Before an application can be made for ATE, a proper investigation of your claim will need to be made, usually including obtaining advice from Counsel (and possibly expert evidence). This will need to be the subject of a separate funding agreement between us, as you will be liable for this preliminary work.

(d) There will usually be a fee payable to the insurer on making the application, which fee is non-returnable (though it may be set against the premium if cover is granted). You may have to pay the insurer additional costs to investigate your claim. The insurer will carry out its own assessment of your claim before deciding whether to grant cover or not. The premiums payable typically vary between 15% and 40% of the cover required.

(e) Should the circumstances of your case change (for example if something comes out as the case progresses which was not disclosed at the outset) you may find that the insurer withdraws cover.

(f) If you lose, or settle on terms that both sides pay their own costs (or the insurer withdraws cover) then you will be liable for our costs (including disbursements and VAT) unless you have a valid insurance policy in place that covers those costs. You should note that if you win and obtain a costs order against your opponent, unless you can and do recover those costs from the opponent you will still be liable to pay us in full because the insurance policy is unlikely to cover you in those circumstances. This is the case even if you have cover for your own costs under your insurance policy.

22.6 Conditional Fee Agreement (CFA)

(a) A CFA is an agreement between us under which we agree that you will not have to pay our costs if your claim is unsuccessful. You may know this as a 'no win, no fee' arrangement. If you win, whilst you are liable to pay all of our basic charges, disbursements and a success fee, you will normally be entitled to recover all or part of these sums from your opponent. If you lose, you do not have to pay any of our charges but you will have to pay disbursements and you will have to pay some or all of your opponent's legal charges and disbursements and their success fee if appropriate. If we are prepared to enter into a CFA with you in this case, we will set out the detail of this separately.

(b) As with ATE, we ask to be paid for the costs of investigating your claim to get to a stage where we are able to make proper assessment of its strengths and weaknesses. The costs of this exercise would therefore be the subject of a separate funding agreement between us. You may find a firm that would carry out this investigative work without making a charge for it.

(c) You may wish (and we may require you) to take out an insurance policy to cover your opponent's costs in case you lose (as you would be liable for these). This will be subject to an insurer accepting your application and the payment of a premium, which you may be able to recover from your opponent if you win.

(d) A CFA only works where you are likely to recover damages and/or costs from your opponent. It is therefore not appropriate for all types of cases, for example where there are any doubts about the ability actually to recover costs from the opponent in the event that they are ordered to pay them.

(e) As with ATE, if the circumstances of the case change, particularly if matters which were not disclosed at the outset, we (and any insurer) will reserve the right to withdraw from the CFA, in which case you may become liable to pay our past and future fees on a privately paying basis.

(f) Separate CFAs will be needed with any third party whose services are used in the case (such as a barrister), or you will be liable for their charges as and when they fall due. Expert witnesses are not able to enter into a CFA, because of their overriding duty to the court.

22.7 Cost Indications

(a) If we have provided to you a written cost indication of the total charges, it is given only as a guide to assist you in budgeting and should not be regarded as a fixed quotation or estimate unless otherwise agreed in writing. We will inform you if any unforeseen but significant additional work becomes necessary.

(b) It is often impossible to tell at the outset what the overall cost of a matter will be. If this is the case we will provide you with as much information as possible at the start and keep you updated as the matter progresses. If a precise figure cannot be given at the outset, we shall explain the reason to you and give you the opportunity to set a ceiling figure beyond which you do not want us to act without your consent or we shall agree a review date with you on which we shall try to give you more information about the likely overall cost.

22.8 Public Funding

(a) Community Legal Funding (commonly referred to as Legal Aid) is only available for individuals who meet certain criteria. We only offers Community Legal Funding for Family and Criminal matters. We will assess your eligibility for public funding and advise you of your options.

(b) All of our costs for publicly funded work are based on the current Legal Services Commission rates.

22.9 Funding Options Summary

The options available for funding litigation are numerous. If you have any questions arising from this document which we have not already discussed with you, please contact us.

23. Anti-Money Laundering

23.1 To comply with anti-money laundering, counter-terrorist financing and counter-proliferation financing requirements, we are likely to ask you for proof of your identity and we may conduct searches or enquiries for this purpose. We may also be required to identify and verify the identity of other persons such as directors, beneficial owners or giftors. If you or they do not provide us with the required information promptly, your matter may be delayed or we may not be able to act on your behalf.

23.2 You agree that we may make checks using online electronic verification systems or other databases as we may decide.

23.3 We may ask you to confirm the source of any money you have sent us or will send us. If you do not provide us with that information promptly, your matter may be delayed.

23.4 You must not send us any money until we have told you these checks have been completed.

23.5 All solicitors are obliged to carry out customer due diligence ("CDD") in accordance with the UK anti-money laundering and counter-terrorist financing regime. This includes us obtaining and keeping documentary evidence of the identity of clients and gaining an understanding of their financial status and normal business affairs.

23.6 In the case of individuals (including Directors, Secretaries and Share Holders of a Company or Members of a Limited Liability Partnership), we require to see and keep a photocopy of a Passport, Photo Driving Licence, or National Identity Card (or similar document) as evidence of your identity and a recent utility or council tax bill (or similar type of document) as additional evidence of your address. We need to see original documents and will discuss with you acceptable documents and methods of certification if the original is not available.

23.7 The Firm utilises InfoTrack in order to carry out Identity Checks and to investigate Proof of Funds (where appropriate). By accepting these terms of business, you agree to undergo and comply with all

Terms of Business

reasonable requests required of that service to satisfy the Firm's regulatory and compliance obligations.

23.8 For all companies we will carry out a search of Companies House (or similar registry in foreign jurisdictions) and may ask for further information.

23.9 For non-listed companies and other organisations, we will also require the evidence for individuals for one or more Directors, Company Secretaries, Shareholders, Partners or other persons authorised to represent the organisation.

23.10 For other legal entities we will inform you of the evidence required to confirm identity.

24. Disclosure to the Authorities etc.

24.1 We are professionally and legally obliged to keep your affairs confidential. However, we may be required by law to make a disclosure to the National Crime Agency where we know or suspect that a transaction may involve money laundering, terrorist financing or proliferation 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.

24.2 Please note that we shall not be liable for any loss arising from or connected with our compliance with any statutory obligation, or reasonable belief we may have, to report matters to the relevant authorities under the provisions of the money laundering, terrorist financing and/or proliferation financing legislation.

24.3 Subject to these terms of business, we shall not be liable for any loss arising from or connected with our compliance with any statutory obligation, or reasonable belief we may have, to report matters to the relevant authorities under the provisions of the money laundering, terrorist financing and/or proliferation financing legislation.

24.4 Cash Payments

(a) We will not accept payments from you in cash of over £500.00 regardless of whether the payment is to settle our bill, to pay money on account, or in respect of transactions we may be acting upon (such as sales and purchases of businesses or property).

(b) For the avoidance of doubt the £500.00 cash limit applies to each matter in which we are acting for you and not just to each transaction relating to that matter.

(c) We shall not be liable to you for any losses you may suffer as a result of any refusal by us to accept cash payments of over £500.00.

25. Equality & Diversity

25.1 We are committed to promoting equality and diversity in all of our dealings with clients, third parties and employees. Please contact us if you would like a copy of our Equality and Diversity Policy.

25.2 If you consider yourself to have a disability, or if you have any special requirements in relation to the way in which you would like us to handle your work, please let us know.

26. Rights of Third Parties

26.1 Except as stated otherwise in clause 13.8, a person who is not a party to this agreement shall not be entitled to enforce any of its terms.

27. Applicable Law, etc.

27.1 These terms and our Client Care Letter shall be governed by, and interpreted in accordance with English law. Any disputes or claims concerning this agreement and any matters arising from it shall be dealt with only by the courts of England and Wales.

27.2 If we or you do not enforce our respective rights under this agreement at any time it will not prevent either us or you from doing so later.

27.3 If any provision of this agreement is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this agreement which shall remain in full force and effect.