

**MOORE BLATCH LLP – TERMS OF BUSINESS:
PERSONAL INJURY, CLINICAL NEGLIGENCE AND EDUCATION**

1. Introduction

- 1.1. It is important that you have confidence in us when you seek our assistance. We therefore aim to give you reliable high quality professional services that demonstrate a thorough knowledge of the law and a clear understanding of your needs.
- 1.2. When you instruct us and we agree to act for you a contract is created between us, Moore Blatch LLP, and you which is subject to a wide variety of rules and regulations, both professional and statutory. In addition, we may work according to certain approved methods or standards.
- 1.3. All of this cannot be put into a single document and so we set out below what we think you might wish to know at this stage and what we need to agree with you. We may well need to provide further information to you depending on the nature of your instructions.
- 1.4. We specifically draw your attention to section 16 which sets out the scope of our liability.
- 1.5. If you have already asked us to start work for you, e.g. by giving you initial advice or by acting in an emergency, we have done so on the understanding that, unless otherwise agreed, these terms apply from your initial instructions.
- 1.6. This firm is committed to promoting equality and diversity in all of its dealings with clients, third parties and employees, and is required to produce a written equality and diversity policy. Please contact us if you would like us to send you a copy.

2. Responsibility for your work

- 2.1. At the time of instruction of each matter we will confirm the name and status of the person who will deal with the matter.
- 2.2. Where relevant we will also confirm the name and status of their supervisor and if appropriate which partner is responsible for your work either directly or with overall departmental responsibility.
- 2.3. To ensure your instructions are progressed it may be necessary for other members of the relevant department to work or assist on your matter. If they are to perform a continuing role, we will inform you who they are.
- 2.4. Your main point of contact will normally be the person named as dealing with your matter/s. In their absence, please refer to any member of their team or department for assistance.

3. Your Instructions and our advice

- 3.1. Your instructions are confirmed by these Terms of Business and the engagement letter you will receive, in some types of work referred to as the “What you need to know” document, together with associated documentation relevant to the type of funding being used. These together form the basis upon which we accept those instructions and our contract with you.
- 3.2. If you have any queries as to this please contact the person handling your matter.
- 3.3. It may be that we will exclude certain aspects from the scope of your instructions. If so these will be set out in the engagement letter.
- 3.4. Any advice we give will be provided solely to the entity which or individual who instructs us as our client and solely for the purpose for which we were instructed.
- 3.5. Our advice may not be used or relied on for any other purpose or by any other person without our express prior written agreement.
- 3.6. Our advice may not be disclosed to any other person without our express prior written agreement.

- 3.7. Unless expressly stated, the Contracts (Rights of Third Parties) Act 1999 shall not apply to the retainer. No person who is not a party to the retainer shall have the right to enforce any term of it.

4. Costs, fees, disbursements and funding

We need to provide you, at the outset, with important information about costs and funding. This includes information about how costs are incurred, how those costs may be funded, what “costs” are, the extent of your liability for our costs, any liability that might arise to pay the costs of the Opponent and measures that might be taken to obtain protection against any such liabilities.

That information will, we hope, allow us to agree the best way, for you, of funding the case and to help ensure the cost of carrying out the legal work is justified by the likely benefits of that work.

- 4.1. In general terms “costs” means the lawyers’ fees for doing the legal work involved in your case, plus the disbursements of others, such as Court fees, barristers fees and medical and other expert’s fees, plus VAT on the lawyers’ fees and VAT on some of the disbursements. The term refers to your Opponent’s costs as well as yours.
- 4.2. As our client you are responsible for our fees from when you first instruct us to act. Our fees are based on the amount of time we spend on your matter and the hourly rates we charge for our case handlers. We will confirm the specific hourly rate, or rates, applicable to your matter in the “What you need to know” engagement document or engagement letter.

4.3 Shortfall recovery and reservation

The hourly rate referred to in 4.2 above is the amount we charge for any particular case handler based on their skill, expertise and experience of the case handler, our base business costs and profitability. The charges we make to a client, using the hourly rate are called “solicitor and own client” costs, i.e. essentially what we choose to charge and what you choose to pay for the work we do.

The hourly rate that the Court allows a party to recover from the other party is not the same and is normally lower than the commercial rate. These are called “inter partes costs”, or the costs between the parties.

The result of this is that there may be a difference, or shortfall, between what the Court will require the Opponent to pay towards your costs if you win and what your costs are based on our hourly rates.

To the extent that a shortfall results and we therefore have unrecovered costs we expressly reserve the right to recover this from you and to deduct it from any damages you recover.

- 4.4. We are required to provide you with the best information possible about the likely overall costs for conducting your case and an estimate will be set out in the “What you need to know” engagement document or engagement letter. That initial estimate will be based on the information about the claim that we have at that time.
- 4.5. Any estimate will not be fixed and will be based on the current information we have. Various factors may increase the estimate and/or our hourly rate such as: - particular urgency, greater complexity, more work required than expected, unsocial hours of working, the value and /or importance of the subject matter involved.

In particular, while we will advise as to the steps to be taken and how the relevant documentation is prepared you may choose to deal with additional points. This will entail us in carrying out additional work. Similarly the position taken by the other parties and advisers may significantly affect the number of issues which we need to deal with and in the event that the other parties cause the matter to become protracted, our fees may reflect this.

We will advise you if and when any of these factors or events occurs.

- 4.6. The initial estimate will not include additional liabilities such as any success fee and insurance premium (please see paragraph 4.14.2. below), nor does it include any increase applicable due to unforeseen aspects or the complex nature of the case.
- 4.7. We keep the fees and disbursements under review and will update you when anything happens that alters the initial estimate and periodically and upon your specific request. Please note the provisions as to “Costs Budgeting below – paragraph 4.21.

At the beginning of your case and as it progresses whatever method of funding is used, the cost of pursuing it must be proportionate to the likely benefits of the proposed legal work. Not only is this in your interests, but the Court rules require that the costs involved must be proportionate to the claim, unless there are exceptional circumstances.

- 4.8. We have discussed with you the options available to you for the type of your case and, in relation to (most) personal injury claims, whether you have any legal expenses insurance, e.g. as an 'add on' to home contents, car insurance or other policy, or even as part of a credit card agreement, or membership of a Union or other organisation which might provide legal assistance and any other cover or support for the cost of legal work, or whether Public Funding (Legal Aid), available in only **very** limited circumstances, is relevant to you – see paragraph 4.14.3. below.

It is important that both you and we check whether you have such insurance cover or support in place as failure to do so may result in us not being able to recover all of the costs that we would expect to obtain from your Opponent and in those circumstances we reserve the right to look to you for payment of any costs not so recovered irrespective of any other costs for which you are liable to us to pay.

Accordingly, please check for and let us see all documentation relating to any insurance etc. you, your spouse/partner or anyone else in your household may have.

In road traffic accident cases, If possible, please try to obtain and let us have a copy of the motor insurance policy of the driver.

- 4.9. We will, therefore, check to see whether you do have any cover and, if so, what cover is provided so that we can assess that in the context of the options set out in these Terms of Business. We will ask for a prompt response to these enquiries which we hope will allow swift progress to be made with the necessary arrangements for funding.
- 4.10. If you should hear direct from any legal expenses insurers, or solicitors instructed through the insurers, suggesting your choice of solicitor is restricted, please let us know straightaway as, whatever may be said, you may well have the right to choose which representation you prefer.
- 4.11. We will go on to set out, in these Terms of Business, the funding options available, but you need to bear in mind that, if you do have cover, this may offer some protection against liability for your own costs, and any potential liability for the costs of the Opponent.
- 4.12. We will consider, with you, the best way to fund your claim to ensure that any liability you have for the costs of the claim are kept to the minimum, but you need to be aware that you will have some liability. The method of funding that we have agreed with you will be confirmed in the "What you need to know" engagement document or engagement letter.
- 4.13. Our fees and the disbursements are exclusive of VAT
- 4.14. Funding Options

We deal in turn with the options for funding legal work below.

4.14.1. **On a conditional fee (or 'no win–no fee') agreement**

If you decide to enter a conditional fee, or 'no win–no fee' agreement there are a number of important points to note:

(i) IF YOU WIN: You only pay us a fee if you win the claim. The meaning of 'win' is explained in the enclosed information about entering a conditional fee agreement and in particular details as to our success fee.

(ii) IF YOU LOSE: You would not, **provided you kept to the terms of the agreement**, pay a fee if you lost, but you would still potentially be responsible for:-

(a) The cost of reports or other disbursements incurred by us on your behalf (whether or not court proceedings were issued against the Opponent); and

(b) The costs of the Opponent **if** court proceedings had to be issued and then only if:

- Your claim was found to be fraudulent, or
- You fail to beat the Opponents Part 36 offer, or
- Your claim is struck out because it does not present a reasonable cause of action, where it is seen as an abuse of the court process or is likely to obstruct the just disposal of the proceedings.

(iii) To cover the risks if you lose a genuine claim, we will consider with you whether to arrange for an insurance policy to be taken out which will cover any liability you may have for disbursements and also the

costs of the Opponent if the claim is unsuccessful. This is known as “After the Event” insurance. Further information relating to such insurance is set out below under paragraph 4.14.2. If such insurance is arranged, the precise details of the insurer, cover and premium taken out for your case will be set out in the attached “What you need to know” engagement document or engagement letter and the Demands and Needs Statement.

(iv) Disbursements paid to others necessary to pursue the case, such as to experts or to the Court, are, strictly, payable by you as and when incurred as the case progresses. Disbursements of several hundred pounds can easily be incurred in the types of cases we deal with, although they will be recouped at the conclusion of the case either from the Opponent, if the case is successful, or under the After the Event insurance policy, if the case is not successful. We do not want you to be financing these disbursements as the claim progresses, even though they will be recovered one way or another at the conclusion of the case, we confirm they will be met by the firm, on your behalf, until such time as the claim is concluded unless we agree at the outset that you will fund them as we go along with the case.

4.14.2. After the Event Legal Expenses Insurance

It is often the case (but not necessarily always) that a conditional fee agreement is combined with insurance to cover any liability you may have for disbursements and also the costs of the Opponent if the claim is unsuccessful, as indicated above under paragraph 4.14.1. above. This is known as “After the Event” insurance.

If you win your claim you will not be able to recover the premium from your Opponent, except that in some clinical negligence claims you may be able to recover that part of the premium that relates to expert fees.

4.14.3. Public Funding

Public Funding (legal aid) is only available for limited types of personal injury claim. We will discuss this with you if it is appropriate and will explain this in more detail in the engagement documentation.

4.14.4. Contingency Fee Agreements

4.14.4.1. In Criminal Injury Compensation and Untraced Motorist claims we are able to offer you this type of funding. At the outset we would agree what percentage of your compensation award would be paid to us in respect of our fees and disbursements. In Untraced Motorist cases we would also be entitled to recover a contribution towards our fees and disbursements from the Motor Insurers Bureau. In both these cases our fees and disbursements are subject to a cap. Further details will be provided in the “What you need to know” engagement document or engagement letter.

4.14.1.2. In non-contentious work, e.g. cases where court action is not contemplated such as NHS Continuing Care Claims, or claims involving review by the Parliamentary and Health Service Ombudsman) we are also able to offer this type of funding, but in this type of work there is no cap on our fees and disbursements.

4.14.5. Trade Union support

You must tell us if you are a member of a Trade Union, or similar organisation, and if you have the benefit of a legal protection scheme with the Union, i.e. a scheme that provides help with legal costs. Often Unions would prefer their members to use the services of their panel solicitors, but you are not obliged to use them. We might still be able to deal with your claim using one of the other methods of funding available to you. If you have such Union membership it is important that you check with them whether, and if so what support is provided and let us know.

4.14.6. Legal Expenses Insurance

You may have an insurance policy with any of your household or motor policies or perhaps a credit card or bank account, that covers legal fees and disbursements and you might be able to fund your case using the policy.

Often legal expenses insurers prefer their panel solicitors to deal with the claims, although they are not permitted by law to insist that they chose the solicitor once proceedings are issued, but we might be able to act for you under the policy. If this is not possible we will be able to offer you another method of funding your case on similar terms which will be confirmed in the engagement documentation.

Such policies often have a relatively small limit of indemnity or cover, which may not be enough to cover all the costs of a personal injury claim. Where the cover is insufficient it is possible in certain cases to combine use of this method of funding with some other method of funding.

We generally find it works best if we correspond with your insurers with regard to any restrictions that the insurer may attempt to impose.

It is important that you check any insurance that you have and let us have copies of the documents so that we can confirm whether or not there is such insurance and the amount of the cover.

4.14.7. Damages Based Agreement

Under a damages-based agreement we effectively agree to risk recovery of our legal costs dependent upon a successful outcome of your claim.

If your claim is successful, our costs are calculated as a percentage of any damages awarded. The law imposes a cap on the maximum amount that can be payable in a personal injury case (including VAT) of 25% of damages awarded.

The only damages from which the payment can be claimed are any amount awarded for the pain, suffering and loss of amenity (injury compensation) and damages awarded for financial loss, but not any future losses. If the financial losses include any sums recoverable by the Compensation Recovery Unit, those sums are not included when making the calculation.

As with a conditional fee agreement it is important that you should realise that the contingency fee element relates only to this firm's fees and does not cover the ancillary disbursements of your claim such as any court fees and expert's fees.

The disbursements still have to be paid even if your claim is not successful subject to any insurance policy purchased to provide an indemnity, as in paragraph 4.14.2 above.

If a damages based agreement is appropriate you will be provided with full details of the agreement.

Any fees we do recover will be set off against any monies due or paid by you in relation to our fees.

4.14.8. On a private basis

These terms, in paragraph 4.14.8, apply where you have instructed us that you wish to fund your case yourself, without using any other means of funding your costs or protection against any liability for your Opponents costs either because such are not available, or you prefer to fund the matter yourself.

You thereby agree to pay for your legal representation and agree that you are personally responsible to pay all legal costs and the disbursements associated with your case. You would be personally responsible for payment of all of your Opponent's costs in the event that your case is unsuccessful to the extent that such liability is incurred.

- 4.14.8.1. Fees, disbursements are payable by you whether or not a case is successfully concluded. If any case does not proceed for any reason during the period in which we are instructed, then we are entitled to charge for work done on the basis set out below in these terms.
- 4.14.8.2. If you wish to agree limits on our fees and the disbursements which are not to be exceeded without your agreement, please contact the person dealing with your matter.
- 4.14.8.3. We reserve the right to:
 - (i) submit for payment interim bills for our fees and disbursements on a monthly basis unless otherwise agreed with you in writing;
 - (ii) ask you for money in advance to cover likely disbursements;
 - (iii) deduct, at any time, money you owe us from any money we receive for you and which is due to you;
 - (iv) stop acting if you fail to pay.
- 4.14.8.4. An interim bill is payable within 7 days of delivery to you. Our final bill is payable either on completion of the matter or within 28 days of delivery, whichever is the sooner. We will charge interest at the Court rate applicable at the time from the due date until full payment calculated on a daily basis.
- 4.14.8.5. If someone else has agreed to pay our fees and disbursements, but does not do so, you are still responsible for them.
- 4.14.8.6. We review our hourly rates annually in January. If this results in changes to the fees indicated to date, we will discuss this with you and confirm the position in writing.

4.14.8.7. Disbursements

We will usually pay small items of expense, e.g., travel, on your behalf and include them on our next bill. However, where the disbursements are more substantial, e.g. the fees of barristers, medical experts, accountants, we will ask for money in advance to cover the expense.

- 4.15. You have the right under the Solicitors Act 1974 to challenge the amount of our bill whether for non-contentious or contentious work. Details of your rights in this respect will also be given to you on the bill.
- 4.16. You are entitled to challenge our bill (as per paragraph 4.15 above), within one month (unless we agree otherwise with you in writing) of delivery of our bill, or notifying you of our costs, by applying to the Court under Part III of the Solicitors Act 1974.
- 4.17. You may also have the right to challenge our bill by making a complaint to the Legal Ombudsman as to which please see clause 18 below. The Legal Ombudsman may not deal with a complaint about a bill if you have applied to the Court for an assessment of it.
- 4.18. We are entitled to interest on the amount outstanding on any bill.
- 4.19. These provisions also apply where we deduct our costs (except disbursements) from money we hold for you.
- 4.20. We reserve the right to charge interest on any monies we loan to you to fund the payment of any disbursements, e.g. Court fees, experts fees.
- 4.21. **Costs budgeting**

With effect from 1 April 2013 all legal costs incurred in a case must be proportionate and reasonable. In deciding whether a party's costs are proportionate the Court considers whether they bear a reasonable relationship to:

- (a) the sums in issue in the proceedings;
- (b) the value of any non-monetary relief in issue in the proceedings;
- (c) the complexity of the litigation;
- (d) any additional work generated by the conduct of the paying party; and
- (e) any wider factors involved in the proceedings, such as reputation or public importance.

Further, if a Defence is filed by the Opponent after proceedings have been issued a Cost Budget must be sent to the Court setting out what steps need to be taken to pursue the claim up to and including the trial and the costs involved. The Cost Budget must be approved by the Court

From this point on the costs and steps involved are strictly controlled by the Court.

The effect of this is that if you instruct us to do work that falls outside the Cost Budget, we would have to apply to the Court on your behalf for permission to do so. It is more likely than not that the Courts will be reluctant to give that approval unless there is a very good reason for doing so, e.g. the other side submits a new argument to defend the claim that could not have been foreseen.

As such, in addition to there being a risk that the additional costs will not be approved, if the Court believes the application should not have been made, there is also a risk that it may award the costs of the application against you, i.e. you would have to pay the Opponent's costs of the application, even if you subsequently successfully settled your claim or won in Court.

If you instruct us to do work that falls outside the Cost Budget without the Court's permission, you may have to pay those costs and not be able to recover them from the Opponent.

5. Timescale

The timescale for each matter will be discussed with you at the time of instruction and where possible agreed with you. In certain cases, e.g. disputed cases, it may be too early to give an accurate timescale for the matter. If Court proceedings are issued, the timescale will be governed by the Court timetable. We will keep you informed as to progress.

6. Reporting

- 6.1. We will report to you on progress during the conduct of the matter. In particular, we will inform you when important stages are reached. If there is any particular aspect you wish to be notified of, please let us know.

- 6.2. Regrettably delays sometimes occur. In such situations, whilst we will do our best to expedite matters, there may well be unexpected changes or aspects of the matter that are outside our control and for which we cannot be held responsible.

7. Confidentiality

- 7.1. Solicitors are under a professional and legal obligation to keep the affairs of the client confidential. Whilst we will maintain strict confidentiality in regard to your work generally, we are subject to a number of legal and regulatory requirements and may be required, from time to time, to disclose information to certain authorities. In particular, the Solicitors Regulation Authority, the Law Society and HM Revenue and Customs have power to inspect our books, records or client files. In addition, our accountants are required to inspect our books for the purposes of regulatory compliance.
- 7.2. It may be necessary for us to instruct third parties, e.g. barristers, accountants, medical experts, enquiry agents, or to communicate with organisations such as the Courts or other official agencies, on your behalf and to disclose information about you, including your address and contact details, and your matter to enable us and the third party to deal with your instructions and to contact you direct if necessary. We will only do so for the proper conduct of your matter.
- 7.3. The extent of the information we will need to disclose will depend upon the services you require, e.g. in order to issue proceedings for you we will need to provide details to the Court; to advise you fully we may need to give detailed information to a barrister; to complete your matter we may need to provide information to the other party. In some situations, that may include sensitive information. All such instructions will be confirmed with you, unless we agree otherwise with you.
- 7.4. In the absence of instructions from you to the contrary, your agreement to this disclosure for the proper conduct of your matter is confirmed by these terms. And see below paragraph 8 below.
- 7.5. *Confidentiality and our other law practices*
- 7.5.1. Your contract for legal services is with Moore Blatch LLP. However, during the conduct of your matter it may be in your interests for the person dealing with your matter to consult with staff in Moore Blatch Resolve LLP and in so doing share information about you and your matter. Moore Blatch Resolve LLP also provides legal services in relation to personal injury and clinical negligence claims, education and public health.
- It is normal for colleagues to consult with one another on cases in order to ensure they are acting in your best interests. However, as these two practices are separate legal entities there is a strict issue of client confidentiality between them.
- 7.5.2. Both legal practices are authorised and regulated by the Solicitors Regulation Authority (SRA) and bound by the SRA Handbook and Code of Conduct (see also paragraph 22 below) and as such personnel in both entities have a duty and are bound to maintain client confidentiality.
- 7.5.3. As you are a client of Moore Blatch LLP and not Moore Blatch Resolve LLP we need your permission to discuss your case with staff in those organisations. We will only do so for the proper conduct of your matter. By signing the "What you need to know" engagement document or engagement letter you consent to this.
- 7.6. If you have any queries regarding this please speak to the person handling your matter.
- 7.7. Specific requirements are set out below in relation to data protection, money laundering and email communication.
- 7.8. If you are not a personal client or trustee of a private trust, we shall also be permitted, unless you instruct us to the contrary, to disclose when offering our services to others that we have acted for you.
- 7.9. We outsource the provision of IT support and our administration operations. We also outsource the typing and production of some documentation. We may, on occasion, need to outsource other work to people outside Moore Blatch, e.g. copying and sorting medical records. Our agreements with suppliers are subject to confidentiality requirements to protect your information.
- 7.10. We may, from time to time provide some information about you and your matter to suppliers of business management services or computer software to help us develop our management systems and maintain our high standards of service. If you would like more information about what details are disclosed, or if you would prefer us not to share your information with suppliers please let us know. We may also carry out

client satisfaction surveys using specialist outsourced services. If you would prefer us not to, please let us know.

- 7.11. See also paragraph 8 below in relation to our Privacy policy and our duties under the Data Protection Act 1998.

8. Privacy

- 8.1. We may process your personal data (as defined by the Data Protection Act 1998 (the "Act") for the following purposes:

- 8.1.1. verification of your identity or of officeholders of your organisation;
- 8.1.2. the provision of legal services;
- 8.1.3. the payment of legal services;
- 8.1.4. the administration of files and records;
- 8.1.5. trust administration;
- 8.1.6. property management;
- 8.1.7. transfers of data between other professionals and advisers notified to us by you;
- 8.1.8. the marketing and promotion of our services; and
- 8.1.9. legal compliance.

- 8.2. We may also process your sensitive personal data (defined by the Act) for the purposes specified above. If we process your sensitive personal data for any other purpose, we will only do so as permitted or required by law or other regulatory requirements.

We may collect and process the personal data about you that we receive via telephone, letter, email or via any other method of communication and via documents or other materials that are provided by you or on your behalf in connection with your matter. This will include (amongst other things) your name, address, date of birth and details of your case, e.g. details of any accident and injury; details connected with education in education cases. Some personal data that you provide will be sensitive personal data such as details about your health, racial or ethnic origin or religious beliefs. We need your express consent to process this data and by signing the accompanying engagement documentation you provide that consent.

8.3. Data Sharing

We may share your personal data (including sensitive personal data) with suppliers of services connected with the conduct of your case for the purposes set out in paragraph 8.1 above, e.g. for the purposes of instructing a medical expert.

In addition, we may also send to and receive reports from some introducers of work which provide updates and further details about your case. We use these reports to manage your ongoing case and to measure the quality of the service that you receive. The introducers will use these reports to monitor the quality of the service you receive from us and to communicate with you.

The introducers are also required to comply with the Act and should inform you of how they will process your data and with whom they will share it. Introducers only share data with those involved in your case, e.g. the lawyers, ATE insurers and medical agencies. Neither Moore Blatch LLP nor its suppliers will pass on or sell your personal data (including sensitive personal data) to any third parties.

We only process your personal data when a condition set out in the Act applies. This will normally be because of the contract between us. This does not mean that we do not require your consent to process your personal data for the provision of services to you (see paragraph 8.2 above) and we may continue to process your personal data following the end of our retainer when legally permitted to do so.

- 8.4. Depending upon the nature of the work carried out for you, your personal data may be transferred outside the European Economic Area ("EEA") where the data protection regulations may not offer the same protection as within Europe. In some circumstances you may have a right to prevent the transfer of your personal data outside of the EEA. If you would prefer that we did not transfer your personal data outside of the EEA, please write to the Client Care Partner set out in the engagement letter.

- 8.5. A more detailed list of the purposes for which we may process personal data can be obtained from the Information Commissioner or from the website www.ico.gov.uk.
- 8.6. We may send you electronically information and promotional material about our services. If you do not wish us to process your personal data for marketing purposes, please write to the Client Care Partner set out in the engagement letter.
- 8.7. The Act gives you the right to access and the right to rectify information held about you. Your right of access can be exercised by sending a written request to the person named in the engagement documentation as handling your case with a fee of £10 to meet our costs in providing you with details of the information we hold about you.
- 8.8. See also paragraph 7. above in relation to our duty of confidentiality to you.

9. Email communications

- 9.1. We are able and willing to communicate with you regarding your matter/s via e-mail. However, it is important that you take into account the following and understand the basis on which we are prepared to do so.
- 9.2. Email communications with you are on the basis that you accept the risks involved, including that our messages to one another could be read, changed or deleted by third parties without either your or our knowledge; there may be delay in receiving e-mail and receipt is not guaranteed. Differences between our systems may cause text to be indecipherable or lost.
- 9.3. Email is not a secure means of communication and accordingly we accept no liability for any loss caused as a result of communication via e-mail, including for breach of confidentiality.
- 9.4. To protect our computer system certain types of attachment may be caught in our firewall. If you wish to send attachments, please ensure they are of a size and type that will not be caught, as delay may occur in these circumstances. No liability is accepted by us in such circumstances.
- 9.5. We reserve the right not to give undertakings on your behalf, nor accept them from other solicitors, in either case by email.
- 9.6. There may be certain instructions from you that we will not accept from you by email. We will advise you accordingly in such a situation.
- 9.7. We make every effort to ensure that we do not transmit viruses through the use of virus checking software and a computer firewall system. However, we do not accept liability for any loss caused by any virus transmitted to our clients' systems. Please ensure you have appropriate virus protection in place to safeguard your systems.

10. Money Laundering

- 10.1. The obligation to keep the affairs of the client confidential (see paragraph 7 above) is, however, subject to a statutory exception: legislation on money laundering and terrorist activities requires us to report to the National Crime Agency certain information acquired in the course of acting for a client that gives rise to knowledge or suspicion of money laundering or terrorist activities. If this happens, normally we will not be able to inform you that a disclosure has been made or of the reasons for it because the law prohibits us from doing so. In extreme circumstances we may be required to stop acting for you without giving a reason for doing so. Provided our decisions are made in good faith we will not be liable to you for any loss arising from us acting in accordance with these legal requirements. Where the law permits us to do so we will tell you about any potential money laundering problem and explain what action we may need to take.
- 10.2. Our firm's policy is not to accept cash from, or on behalf of clients.

11. Anti-bribery and corruption laws

- 11.1. We have an anti-bribery and anti-corruption policy and associated procedures which apply to all our employees or third parties working on our behalf and to all our business dealings and relationships, including those with our clients.
- 11.2. The policy prohibits the giving of, offering, promising to give or offer, receiving or agreeing to receive a payment, gift or transfer of anything of value, including the provision of any service, hospitality or entertainment, on our behalf, for the purpose of improperly obtaining or retaining business or for any improper purpose or business or personal advantage or with the expectation or hope that such an advantage will be obtained, or to reward an advantage already given.

- 11.3. The policy specifically prohibits such payments, gifts or transfers of anything of value and dealings with government officials or representatives, politicians or political parties.
- 11.4. We expect anyone providing services to or seeking to win business from us, to have similar policies.
- 11.5. A copy of our anti-bribery and anti-corruption policy is available on request.

12. Investment and insurance mediation activities

Investment

- 12.1. We are not authorised by the Financial Conduct Authority, but we are able, in certain circumstances, to offer a limited range of investment services to clients because we are members of the Law Society, which is a designated professional body for the purposes of FSMA and we are authorised and regulated by the Solicitors Regulation Authority. We can provide these investment services if they are an incidental part of the professional services we have been engaged to provide.
- 12.2. As we are not authorised by the Financial Conduct Authority we may refer you to someone who is authorised to provide any necessary advice. If and when appropriate we will inform you accordingly.

Insurance mediation activities

- 12.3. 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 mediation 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.gov.uk/register.
- 12.4. Insurance mediation activities include arranging, advising and assisting in the administration and performance of contracts of insurance.
- 12.5. We are not contractually obliged to do a full market analysis in providing recommendations for insurance products. A list of the insurers we conduct business with is available on request.
- 12.6. The Law Society of England and Wales (The Law Society) is a designated professional body for the purposes of the Financial Services and Markets Act 2000. The Solicitors Regulation Authority is the independent regulatory arm of the Law Society. The Legal Ombudsman deals with complaints against lawyers.
- 12.7. If you are unhappy with any investment or insurance advice you receive from us you should raise your concerns with either the Solicitors Regulation Authority or the Legal Ombudsman.

13. Papers and documents

- 13.1. We are entitled to keep all your papers and documents until our final bill is paid. Generally you may then collect your papers.
- 13.2. After each matter is completed the file will be kept in certain cases for up to 7 years and will then be destroyed, unless you give us written instructions not to.
- 13.3. Files for matters that do not proceed may be destroyed immediately.
- 13.4. There are no storage charges. We may charge you if you ask for any retrieval from storage based on the time spent to deal with your query. We may charge you if additional copies are required.
- 13.5. Unless we agree otherwise, we retain the copyright in any documents we prepare for you. You may use such documents only for the purposes for which they were prepared for you.

14. Holding money for you

- 14.1. Any funds held by us on your behalf will be held for you in a separate account reserved for clients' money, and will usually attract interest. We will account to you for the interest when it is fair and reasonable to do so bearing in mind all the circumstances. In some instances we are required to settle outstanding fees out of money held for you and we reserve the right to do so. There may be an administration charge for certain transactions where it is fair and reasonable bearing in mind all the circumstances, e.g. large numbers or complex transactions.

- 14.2. Interest on funds deposited with us will be paid gross. You are responsible for accounting for any tax liability on interest received by you on funds deposited with us.

15. Management system

- 15.1. We are committed to quality and hold BS EN ISO 9001 certification. To ensure the quality of service we offer is maintained and improved our procedures are approved by Lloyds Register Quality Assurance (LRQA).
- 15.2. To check the operation of our procedures, LRQA need to carry out audits on a random selection of our clients' files. LRQA are not concerned with any confidential aspects of those files and have given an undertaking to keep matters confidential. We will assume that you are happy for LRQA to have access for these purposes unless you advise us otherwise by writing to the person handling your matter/s.

16. Scope of liability

- 16.1. Despite our best efforts we may make a mistake, by which we mean any breach of our duties to you. If we do, and are liable to compensate you, you agree that our liability is limited in the following respects:
- 16.1.1. it is Moore Blatch LLP that is liable, not an individual partner or member of staff; you agree to make no claim against an individual except for fraud;
 - 16.1.2. our maximum liability for any mistake (except for fraud) is £10 million (unless a different amount is agreed with you in writing);
 - 16.1.3. this overall limit applies whether the mistake affects just one piece of work we do for you or several, so long as it is the same or a similar mistake;
 - 16.1.4. for the purpose of the overall limit, more than one mistake on a matter or transaction is considered as one mistake;
 - 16.1.5. we are liable for loss that we directly cause and for any indirect or consequential loss or loss of anticipated profit or other benefit, where that total liability does not exceed £10 million. Otherwise we have no liability for any direct, indirect or consequential loss or loss of anticipated profit or other benefit;
 - 16.1.6. we are not liable to the extent that our mistake results from something you do or fail to do (such as giving us the wrong information, or not giving us information at the time we ask for it);
 - 16.1.7. if others are also responsible for your loss, our liability is limited to our fair share, whether or not you are able to recover the rest from the others; and
 - 16.1.8. we are not liable for acts or omissions of agents appointed by us in good faith.
- 16.2. The limits in paragraph 16.1 apply to the extent that they are permitted by law. We cannot, for example, avoid full liability for fraud or if our mistake causes death or personal injury.
- 16.3. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from our relationship with you.
- 16.4. If you think we have made a mistake we have no liability for any breach of our duties to you unless you let us know in writing about the mistake within 24 months of becoming aware of it, and start any legal proceedings about it within 12 months of giving us that written notice.
- 16.5. Nothing in these terms shall restrict or limit your general obligation at law to mitigate a loss which you may incur as a result of any mistake we make.
- 16.6. We are required to hold professional indemnity insurance. Details of that insurance its scope and the insurer are available on request made in writing to our Managing Partner.
- 16.7. This paragraph 16 will survive the termination of our appointment.

17. Variation of these terms and other changes

These terms may be supplemented or varied at the outset in correspondence with you or subsequently by agreement with you in writing, but cannot be varied verbally. Other changes to our relationship may occur by law, changes to our rules of professional conduct, or other regulation.

18. Comments and problems

- 18.1. If you feel there is any way in which we can improve our service to you, please let us know. We keep under review our service to our clients and your suggestions may be very helpful. We also use surveys to obtain client feedback and would ask you to complete any such survey if you receive one from us or any agency on our behalf.
- 18.2. We aim to offer all clients a friendly and efficient service and we hope you will be pleased with the work we do for you. However, if any difficulty should arise, including any in relation to our fees (as to which see also paragraph 4.15 - 4.19 above), please first raise the matter with the person responsible for your matter and, failing that, with the supervising partner who has ultimate responsibility for your work. Should you still have any queries or concerns about the service provided by us then it would be appropriate for you to contact the Client Care Partner set out in the engagement letter.

You may do this in writing (by email or letter), at a meeting or by telephone. In this latter case, we may ask you to put your concerns to us in writing to ensure we fully understand the position.

- 18.3. If for any reason we are unable to resolve the problem between us you may raise your concerns with the Legal Ombudsman which is an independent complaints handling body set up under the Legal Services Act 2007. It deals with complaints of poor service by certain legal professionals, including solicitors.

You may contact the Legal Ombudsman via their website at www.legalombudsman.org.uk or Helpline: 0300 555 0333/minicom call 0300 555 1777 or via the websites of the Solicitors Regulation Authority at www.sra.org.uk or Law Society at www.lawsociety.org.uk. The Legal Ombudsman website contains information as to how they deal with complaints.

- 18.4. As a general rule the Legal Ombudsman will require you to have first raised your concerns with us **before** they become involved and you should do so as soon as you become concerned. If, at the end of using our internal complaints handling process, you are not satisfied with how we have dealt with the matter you may raise your concerns with the Legal Ombudsman. Normally you will need to do so within 6 months of receiving our final written response regarding your complaint.
- 18.5. On request we will provide you with a copy of our internal complaints procedure.

Instruction of barristers

Clauses 18.7 to 18.10 only apply when we instruct a barrister on your behalf.

- 18.7. Barristers are regulated by the Bar Standards Board and must act in accordance with the Board's Code of Conduct. That Code contains similar provisions in relation to client complaints as the SRA Code requires of us.
- 18.8. As such all barristers chambers are required to have an internal complaints handling system and to ensure you are informed that you have the right to complain about the service provided by the barrister either direct to the chambers or via ourselves.
- 18.9. As part of our normal instructions to counsel we provide your name and contact details to the chambers and in order for the chambers to comply with their regulations and inform you direct of your rights in relation to them.
- 18.10. If, at the end of using their internal complaints handling process, you are not satisfied with how the Chambers has dealt with the matter you may raise your concerns with the Legal Ombudsman in a similar way as is outlined above in paragraphs 18.3, and 18.4 above.

19. Termination

- 19.1. This sub-paragraph applies only if you did not instruct us face to face. You may withdraw any new instructions within 7 working days of giving them without incurring any fee. This right will cease if we start to act on those instructions with your consent within that time.
- 19.2. This sub-paragraph applies only if you and we have entered into the contract for our services either at your home or place of work. In this case you have the right to cancel this contract if you wish to do so. That cancellation must be provided to us in writing within 7 days of receiving our engagement letter. If this applies, our engagement letter will confirm this and provide a Notice of Cancellation for your use. However, if you would like us to start work straightaway then, even if you cancel the contract, you agree to pay for time spent and any work undertaken by us before the cancellation. In this case we will not start

work until we have received the enclosed duplicate of the engagement document (either "What you need to know" or letter) duly signed by you.

- 19.3. Otherwise although you may terminate our appointment at any time, you will be liable for our fees up to that point.
- 19.4. Our rules of professional conduct govern in what circumstances we may terminate the contract between us including without limitation the non-payment of bills or payments on account, or where a conflict of interest arises, either between you and us, or you and another party in the matter that was not present at the beginning of your matter. If we terminate the contract between us we will notify you and give reasons unless we are prohibited by law from doing so.

20. Severance

- 20.1. If any court or competent authority finds that any provision of these Business Terms (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these terms shall not be affected.
- 20.2. If any invalid, unenforceable or illegal provision of these terms would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

21. Governing law

The law of England and Wales will govern our professional and contractual relationship with you notwithstanding that you may be based, or our services provided to you, in Scotland or elsewhere.

22. Regulatory body and professional rules

We are authorised and regulated by the Solicitors Regulation Authority (SRA). As such we are required to comply with the SRA's professional rules, including the SRA Code of Conduct. You may access these rules, in English:

- 22.1. On the SRA website at www.sra.org.uk,
- 22.2. By calling 0870 606 2555 (inside the UK), 09.00 to 17.00, Monday to Friday,
- 22.3. By writing to the Solicitors Regulation Authority, The Cube, 199 Wharfside Street, Birmingham, B1 1RN or DX 720293 BIRMINGHAM 47.

23. Agreement

- 23.1. Your continuing instructions will be acceptance of these terms.
- 23.2. In order to progress your matter we need your help and therefore ask that you:
 - 23.2.1. give us clear instructions,
 - 23.2.2. respond to our communications promptly,
 - 23.2.3. provide money in advance when requested,
 - 23.2.4. tell us your contact details if they change,
 - 23.2.5. tell us if you will be unavailable for any reason.
 - 23.2.6. send us any evidence of identification that we may require.

If you do not, this may cause delay, increases in costs or prejudice your matter if deadlines are missed.

Moore Blatch is the trading name of Moore Blatch LLP, which is a limited liability partnership registered in England and Wales, registration number OC335180. The registered office is 11 The Avenue, Southampton, SO17 1XF. Our VAT registration number is: 188 6831 09.

We use the word 'partner' to refer to a member of the LLP, or an employee or consultant who is a lawyer with equivalent standing and qualifications (a non-member). A list of the members is open to inspection at our registered office, together with a list of those non-members who are referred to as partners.

Moore Blatch services

For Business

Commercial Property
Corporate & Commercial
Credit Management
Defendant Insurance Services
Dispute Resolution
Employment
Health, Safety & Environmental
Insolvency & Business Recovery
Intellectual Property
Land Development
Landlord & Lettings Services
Marine
Professional Negligence
Transport

For Individuals

Clinical Negligence
Community Care/Health Care
Disputes & Court Work
Education
Employment Problems
Estate Management
Family & Divorce
Landlord & Lettings Services
Notarial Services
Personal Injury
Powers of Attorney
Residential Property
Services for the Elderly
Tax Planning
Tax & Trusts
Will & Probate

Offices

Southampton The Avenue Office

11 The Avenue – Southampton – Hampshire – SO17 1XF – Tel: 023 8071 8000 – Fax: 023 8033 2205 – DX 38507 Southampton 3

London Court Office

London Court – 64 London Rd – Southampton – Hampshire – SO15 2AH – Tel: 023 8071 8000 – Fax: 023 8033 3104 – DX 38524 Southampton 3

Richmond Property Office

2 Friars Lane – Richmond – Surrey – TW9 INL – Tel: 020 8332 2995 Fax: 020 8940 0261– DX 100252 RICHMOND 2

Richmond Office

3 Castle Yard – Richmond – Surrey – TW10 6TF – Tel: 020 8744 0766 – Fax: 020 8332 8630

Lymington Office

48 High Street – Lymington – Hampshire – SO41 9ZQ – Tel: 01590 625800 – Fax: 01590 671224 – DX 34050 Lymington 1

Whiteley Office

Turnberry House, The Links, Fareham, Hampshire, PO15 7FJ – Tel: 023 8071 8000. Fax: 01489 880683. DX 45254 Parkgate

London Office

6th Floor, 125 Old Broad Street, London, EC2N 1AR– Tel: 023 8071 8000. Fax: 023 8071 8116

www.mooreblatch.com
www.mooreblatchresolve.com