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## **TERMS OF BUSINESS**

**v.1 June 2021**

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## OUR CONTRACT

### 1.1 Extent

These Terms of Business issued by **Axiom DWFM Limited, trading as Axiom DWFM** (Company Number 09601776) whose registered office is Axiom House, 1 Spring Villa Park, Edgware, Middlesex, HA8 7EB ("the Firm"), as supplemented and/or amended by any relevant Client Care Letter; apply to each Matter we work on for you.

### 1.2 Variation

No variation of these Terms shall be effective, unless it is in writing and is signed by one of our Partners.

## 2. DEFINED TERMS

In these Terms of Business:-

<b>"the Firm"</b>	the Firm means <b>Axiom DWFM Limited</b> and any successor practice and any service company owned or controlled by or on behalf of the Firm or any of it's partners;
<b>"Associated Entities"</b>	means (where you are a body corporate) your shareholders, directors (as individuals not acting together as the Board), officers and employees, subsidiaries, parent companies, and subsidiaries of parent companies, and (where you are a trade association) your individual members;
<b>"Documents"</b>	means Documents Held For You, Our Documents and Your Documents;
<b>"Documents Held For You"</b>	means documents we create or receive on your behalf (including communications from or with third parties, notes of conversations and meetings, draft and final documents, and instructions to and opinions of barristers);
<b>"Client Care Letter"</b>	means, in relation to any Matter, the letter (or other agreement) recording the basis

of our engagement;

### **"Force Majeure"**

means any circumstance beyond the reasonable control of the party affected by it and includes telecommunications and computer system failure, power supply failure, terrorism, fuel strikes, severe weather, computer breakdown, failure of suppliers to meet delivery requirements, pandemic, epidemic, industrial disputes and absence of personnel due to illness or injury;

### **"Matter"**

means any specific transaction, dispute or issue in relation to which you ask us to provide Services whether or not it has been defined in a Client Care Letter or other agreement;

### **"Money Laundering Regulations 2017"**

means the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017, as amended from time to time;

### **"Our Documents"**

means documents (other than Documents Held for You) which we create or receive for our benefit (including copies of our letters to you, your letters to us, notes of telephone conversations and meetings with you for which we have not charged you, and our preliminary drafts, research materials and internal notes);

### **"Partner"**

means a Director of Axiom DWFM Limited;

### **"PEP"**

means a Politically Exposed Person ("PEP") is an individual who is entrusted with prominent public functions, other than a middle-ranking or more junior official.

### **"Personal Data"**

means any information relating to an identified or identifiable living individual. For this purpose, identifiable living individual has the meaning given in section 3(3) of the DPA 2018;

### **"Services"**

means all services we provide to you in relation to the relevant Matter;

"We", "us", and "our" means or refers to the Firm;

"You" includes the addressee of the relevant Client Care Letter and any other person identified in the Client Care Letter as our client and "your" shall have a cognate meaning; and

"Your Documents" means documents which you give or lend to us to enable us to provide the Services.

### 3. OUR AUTHORITY AND SERVICES

#### 3.1 **Our Authority**

- 3.1.1 You give us full authority to act for you to the fullest extent necessary or desirable to provide the Services. In particular, we may engage barristers and other third parties and otherwise incur on your behalf reasonable expenses of a type which is necessary or desirable to incur in relation to the Services in question.
- 3.1.2 If we so require, you will contract directly with any third party so engaged by us and assume direct responsibility to them for the payment of their fees and expenses, otherwise you will fully indemnify us if it is necessary for us to engage the third party on your behalf.

#### 3.2 **Our Services**

- 3.2.1 The Partner at the Firm named in any Client Care Letter as the "Supervisor" will be the Partner primarily responsible for the provision of our Services. That Partner has complete discretion to deploy such of our lawyers, trainee lawyers, paralegals or other staff as she/he deems necessary or desirable to ensure appropriate delivery of the Services.
- 3.2.2 We only advise on the Laws of England and Wales. If you require advice on the laws of other jurisdictions, we will, with your agreement, instruct lawyers practising those laws to give such advice, on the same basis as we engage other third parties on your behalf.

### 4. YOUR RESPONSIBILITIES

You will (so far as you are practicably able to do so):-

- 4.1 provide us with timely instructions, information and materials necessary or

desirable for us to perform the Services for you;

- 4.2 notify us promptly of any changes or additions to instructions, information and materials previously provided by you or on your behalf; and
- 4.3 ensure that all information provided to us is complete in all material respects and not misleading.

### 5. CLIENT CARE CODE

We set out below our complaints handling procedure. Thankfully, this has rarely been of interest to our clients, but we take this opportunity to ensure that you are fully acquainted with it.

#### 5.1 **Code**

We want you to be happy with every aspect of our Service. We therefore operate a Client Care Code, the principles of which are as set out below:-

- 5.1.1 We are committed wholeheartedly to the professional standards laid down by the Solicitors Regulation Authority.
- 5.1.2 You will be told clearly at the outset the issues and how we advise they be dealt with, and the immediate steps we will take on your behalf.
- 5.1.3 The Client Care letter referring to these Terms of Business notifies you of the following details:-
- 5.1.3.1 the name of the person or persons who is/are dealing on a day to day basis with your matter; and
- 5.1.3.2 the name of the Supervising Partner;
- 5.1.4 You will be told the name of the new fee earner if the matter is transferred from one fee earner to another.
- 5.1.5 We cannot guarantee that the fee earner or Supervising Partner will be available on demand, but we will do our best to get back to you promptly and efficiently.
- 5.1.6 You will be informed of the progress of your matter and the reason for any serious delay.
- 5.1.7 We will update you by telephone or in writing with the progress of your matter regularly.
- 5.1.8 We will explain to you the legal work required as your matter progresses.
- 5.1.9 We will update you on the likely cost of your matter and update you on any increase in estimates provided before the

work is carried out. Please refer to paragraph 8.4 below.

- 5.1.10 We will update you on the likely timescales for each stage of your matter and any important changes in those time estimates.
- 5.1.11 If you do not understand anything it is important that you raise this with us so that we can explain matters further for you. You may wish to prepare a list of any questions you wish to raise to ensure that nothing is missed.
- 5.1.12 There may be certain preparatory tasks that you ought to consider carrying out yourself, such as putting the papers in order and flagging material items to avoid the costs of us doing this on your behalf.
- 5.1.13 At the end of your case we will provide you with your final bill together with details of any continuing requirements, as appropriate.
- 5.1.14 The Firm's policy is to only accept up to **£500** in cash payments from clients. Please discuss directly with **Pragnesh Modhwadia**, the Managing Director of the Firm, if you are not able to pay the balance of the fees / disbursements via your bank account / cheque. If you try to avoid this policy by depositing cash directly with our bank, we may charge you for any additional checks we decide are necessary to prove the source of the funds. Where we have to pay money to you, it will be paid by cheque or bank transfer once we are satisfied as to the source of the funds. It will not be paid in cash or to a third party and there may be a delay in returning the funds if we are not provided with all the information and documentation we have requested.
- 5.1.15 We will not accept any liability for any loss or otherwise if you transfer money to an incorrect or fraudulent bank account. If you receive an email purportedly from us requesting your bank details, passwords or other personal or financial information you should immediately contact the person at the firm who is handling your matter to verify whether it is legitimate or not. If you have any doubts whatsoever about transferring money to our account, please contact us using a trusted source that you verify before doing so.

## 6. **COMPLAINTS PROCEDURE**

We hope that you will not have any reason to make a complaint about our Services. To underline

how seriously we take complaints, we have a set Complaints Procedure. Please refer to Paragraph 24 entitled "Dispute Resolution".

## 7. **HOURS OF BUSINESS**

The normal hours of opening at our offices are between 9.00 a.m. and 5.30 p.m. Messages can be left on the answerphone outside those hours and appointments can be arranged at other times when this is essential.

Please note that our firm runs an appointment system for seeing clients, which works for the benefit of all our clients. Please contact us should you wish to arrange an appointment. We are unable to see clients without an appointment.

## 8. **FEES AND EXPENSES**

### 8.1 **General**

- 8.1.1 Unless otherwise agreed in the Client Care Letter, our fees will be calculated principally by reference to the time spent by us in providing the Services at the fixed hourly rates applicable to the relevant staff.
- 8.1.2 We may, in accordance with professional guidelines, also charge a premium (where reasonable to do so) to take account of the nature, responsibility, complexity, value and urgency of the Services and other criteria specified in those guidelines.
- 8.1.3 The fixed hourly rates of each of our Partners, Solicitors, Trainee Solicitors, Case Handlers, paralegals and other staff are reviewed from time to time and we will inform you of any variation in these rates and the date upon which they take effect.
- 8.1.4 You will be responsible for paying the expenses we incur in the course of providing the Services (including travel and subsistence expenses, search and filing fees, court fees and barristers', foreign lawyers' and other third parties' fees and expenses). We have no obligation to pay for or incur such expenses unless you have provided us with the funds for that purpose.
- 8.1.5 VAT will be charged at the appropriate rate on all fees and expenses unless there is UK law applicable to enable this to be alleviated. The rate of VAT is subject to alteration by the government from time to time and the prevailing rate will be applied. Our VAT number is contained within the Regulatory section of these Terms.

### 8.2 **Limited Companies**

When accepting to act on behalf of a limited company, we may require a Director and/or Controlling Shareholder to sign a form of personal guarantee in respect of our fees and expenses. If such request is refused, we will be entitled to stop acting and require immediate payment of our fees on a time spent basis and expenses as set out above.

### 8.3 Payments on Account

8.3.1 We may require you to make a payment to us on account of our fees and expenses at any time and on more than one occasion. Money paid on account which is not subsequently required for fees and expenses will be returned promptly.

8.3.2 It may not be possible for us to make further progress in relation to your matter until such time as we receive your payment on account. We are not obliged to credit payments on account against interim invoices but may do so at our sole discretion.

### 8.4 Quotations and Estimates

8.4.1 The provision of figures (orally or in writing) from time to time for the likely cost of a piece of work is an estimate only and does not constitute a contract to carry out the work at that cost.

8.4.2 The provision of a written quotation for work constitutes an offer to carry out the work at that cost and does not become a contract until you accept the quotation or a defined part of it.

8.4.3 Unless stated in writing to the contrary, any quotation or estimate does not include any expenses or VAT.

8.4.4 Where we carry out work which falls outside the scope of an accepted quotation (or of an estimate which is subsequently incorporated into a contract between us) we may charge fees at our fixed hourly rates, in addition to the quoted or estimated fee. We may also charge additional fees on the same basis for work within the scope of such a quotation or estimate which is made more time consuming, onerous or urgent as a result of:-

8.4.4.1 circumstances or information which we did not know or could not reasonably have anticipated at the time of the quotation or estimate (whether or not you were aware of them/it); or

8.4.4.2 your, or your agents', act or omission.

8.4.5 In addition to the time spent, we may take into account a number of other factors. This will include the complexity of the issues, the speed at which action must be taken, whether work is completed outside of office hours or during annual leave and the expertise or specialist knowledge that the case requires and if appropriate, the value of the transaction or subject matter involved. You may instruct us to act on your Matter urgently and/or during outside normal business hours, for example, on evenings, weekends or during annual leave. It may also be that we have no option but to work on your Matter outside of our normal business hours, Monday to Friday. In these circumstances, we can at our discretion, increase our hourly rate by 50%. If required to work on your matter during weekends and Bank Holidays, we will increase our hourly rate by 100%.

8.4.6 We may either quote you a fee which, if applicable, will be stated in the Client Care Letter. This will only increase where the matter has elements to it that were not as described at the outset or where unexpected matters have arisen, or, alternatively, we will endeavour to give you an indication of the likely cost of the matter on which you have instructed us based on an hourly rate, sometimes incorporating a value based element as described in paragraph 8.4.8 below.

8.4.7 In some matters we will charge more than our hourly rate to reflect either specialist knowledge, complexity or high value transactions, urgency or other non-standard situations when we will build in a value element (i.e. "uplift") to our charges. Charges on this basis will always be confirmed to you in writing in advance. Where transactions abort we shall charge you for the actual time we have spent until then.

8.4.8 Time is charged in units of 6 minutes, so that any item of work which takes 6 minutes or less will be charged as one chargeable unit.

8.4.9 We add an administration charge to each bill of between 4% and 6% (plus VAT at 20%) at our discretion of the total amount of our professional charges as a contribution to the cost of postage, telephone calls, printing and photocopying. Delivery charges, binding of documents,

external printing and copying charges, bank telegraphic transfer fees and courier deliveries are all charged separately at cost. Disbursements (sums we pay to third parties on your behalf) plus VAT at 20%, where appropriate, are also added to each bill.

8.4.10 The cost of standard length telephone calls (national and international) is not usually charged separately but is included in the administration charge in paragraph 9.2.8, but where there is exceptional use of international calls or faxes these will be logged and a separate charge made for the actual cost. Photocopying is charged on a similar basis and the cost recovered in paragraph 8.4.9 save for those items copied externally which are separately charged for.

8.4.11 The hourly charge-out rates currently applicable for all relevant fee earners are shown in the associated client care letter. Our charge-out rates are increased from time to time and we will notify you in advance of increases when they are announced. You may instruct us not to incur costs above a set limit without reference to you.

## 8.5 Commissions

If we receive a commission from a third party arising from work we are doing for you, we will credit you with the commission unless you have agreed otherwise or the amount is less than twenty pounds (£20) (excluding VAT).

## 9. OUR INVOICES

### 9.1 Frequency of Invoices

9.1.1 Unless otherwise agreed in the Client Care Letter, we will be entitled to invoice you in respect of our fees and expenses monthly, on completion of each Matter or upon receipt of invoices received from third parties in relation to disbursements or expenses incurred on your behalf. At the end of our financial year we shall be entitled to bring up to date our invoicing in respect of all your then unbilled work. In relation to any property transactions where we instruct searches on your behalf, we will be entitled to invoice you in respect of the searches (including VAT) upon receipt of an invoice from the search provider.

9.1.2 Our invoices are payable upon presentation.

9.1.3 Unless otherwise stated, monthly or other interim invoices are a final account of our fees for all work done during the period to

which they relate. You agree that we may bring proceedings on interim invoices which are not final bills where we have provided Services and the amount of the invoice does not exceed the cost of the Services provided at the applicable fixed hourly rates.

9.1.4 There may be a delay in invoicing expenses incurred on your behalf pending our receipt of the relevant invoices from suppliers. Unless otherwise stated, such invoices are not a final invoice in relation to such expenses.

9.1.5 You may pay by cheque or directly into our client account. Please contact the fee earner dealing with your matter for our bank details.

### 9.2 Payment Terms

9.2.1 Interest will accrue on all debts over 7 days until the time they are paid at the rate of 8%. Any debts that have to be chased will incur an initial additional charge of £100 plus VAT. Any further legal costs or the recovery of any outstanding balances will be charged at our hourly charging rate as advised in our Client Care Letter (or as advised from time to time).

9.2.2 If you do not pay any invoice or the sum we have requested on account within fourteen days (14) days (or such period as we may specify), we may suspend or terminate the provision of all or any Services (and instruct any third parties engaged by us to suspend the provision of their services) and may invoice you for all accrued fees and expenses.

9.2.3 If you have any query or dispute our invoice please contact the fee earner for your Matter.

9.2.4 If you dispute our invoice, you are entitled to make a complaint to us. Please see paragraph 24 on Dispute Resolution for further information.

9.2.5 We may at any time as a pre-condition to Us undertaking work on your behalf require you:

9.2.5.1 to discharge all or part of any sums outstanding to us under any of our invoices relating to any matters being handled on your behalf; and/or

9.2.5.2 to pay to us by immediate bank transfer an amount generally on account of costs, disbursements and professional undertakings in accordance with your

instructions. If we do not receive any such payment from you within 14 days after requesting it, we may immediately regard our retainer as terminated by you and we shall be entitled to decline to undertake any further work on your behalf from that date.

9.2.6 You agree that where we hold funds for your credit in our client account we shall on the delivery of an invoice utilise those funds (to the extent of such funds) in settlement of that invoice including disbursements shown thereon which have been paid or are to be paid or any other monies or sums due to us that are outstanding.

### 9.3 **Third Party Payments**

In some circumstances, you may have a right of recovery or indemnity against a third party in respect of all or part of our invoices, but we are not permitted to issue a VAT invoice to any person other than you in any circumstances, and you remain liable to us to pay our invoices notwithstanding such a right.

In limited situations we may agree to address the invoice to you, but marked "payable by another" who may not be able to recover VAT at 20% as you are the party chargeable. However, you will remain personally liable for our fees if that party fails to discharge them in accordance with the payment terms. Please also see **Criminal Finances Act** paragraph of these Terms.

If you believe that a third party (such as an insurance company) may cover all or some of our costs then you must tell us at the outset and we may at our discretion agree to make enquiry on your behalf. It is always your personal responsibility to pay our costs whether or not you have the right to reclaim them later from someone else.

### 9.4 **Right to Retain Money, Documents and Property**

As a contractual right, in addition to any right to retain money, Documents and property available to us under the general law (lien), we have the right to retain your money, Documents and property (whether held in relation to the Services for which payment has not been made or any other Services) until you have paid us in full.

## 10. **INTEREST POLICY**

10.1 As part of carrying out your instructions to us, we may need to hold your money in our client account. In holding clients' money, we have an obligation to pay interest on that money at a fair and reasonable rate and are required to put in

place an interest policy; this policy sets out the guidelines for when interest will be paid and is summarised below.

10.2 We aim to account to you for interest at a reasonable rate of interest, however as the holding of your funds is incidental to the carrying out of your legal instructions, the rate is unlikely to be as high as the rate you may be able to obtain when depositing the money with your bank.

10.3 Where amounts are held outside of a general client account or separate designated deposit account, the rate of interest and date that interest is credited will depend on the relevant institution where the funds are held, and as such fall outside of the requirements of this policy. The relevant interest information can be obtained at your request.

10.4 Where your money is held in our general client account, any interest paid to you is paid without deduction for income tax (unless you are resident overseas – see below). As such it is your responsibility to inform HMRC of interest amounts received from us and the implications of this will depend upon your own financial circumstances. Where interest is held on a separate designated deposit account, interest is usually paid net of tax (unless you have signed a declaration confirming your entitlement to receive bank interest gross). The same rate of interest will be paid on money held in general client account as will be paid on money held in a separate designated deposit account (assuming that this will offer a fair and reasonable outcome for the client and the firm).

10.5 Under the European Savings Directive regulations 2003/48/EC we are required to inform HMRC of payments of interest to relevant payees and residual entities in prescribed territories. Where you reside outside of the UK and EC, we are required to deduct income tax at the current basic rate and account for this interest to HMRC directly and pay you the net amount.

10.6 Interest will be calculated from the time the funds become cleared for interest purposes, on cheques or banker's drafts this will be 7 days after the cheque or draft has been deposited with our bank. For amounts received by debit or credit card, interest will start to accrue from the date of the actual receipt, usually 3 days after the transaction has been authorised. For direct transfers or same day payments the funds become cleared on the day after receipt. Interest will be calculated on a daily basis and calculated on amounts held



overnight from the day the funds become cleared for interest purposes.

10.7 Interest is added to each client account quarterly and/or at the end of each case if sooner. Interest will not be paid if the sum of money held is not exceeding the amount shown in the left column below for a time not exceeding the period indicated in the right column. Interest will only be paid if the amount is £20 or more.

Amount	Period
£1000	8 weeks
£2000	4 weeks
£10 000	2 weeks
£20 000	1 week

10.8 The rate of interest is based on our current bank rate which is currently 0.1% and is monitored regularly.

10.9 As the rates change the interest is applied which duly calculates the various rates applicable as per length held.

## 11. **CONFLICT OF INTEREST**

### 11.1 **Definition**

“Conflict of Interest” means any situation where:-

- 11.1.1 we owe (or, if we accepted your instructions, would owe) separate duties to act in the best interests of two or more clients in relation to the same or a related matter and those duties conflict, or there is a significant risk that those duties may conflict; or
- 11.1.2 our duty to act in your best interests in relation to a matter conflicts, or there is a significant risk that it may conflict, with our own interests in relation to that or a related matter; or
- 11.1.3 we have confidential information in relation to a client or former client, and you wish to instruct us on a matter where:-
  - 11.1.3.1 that information might reasonably be expected to be material; and
  - 11.1.3.2 you have an interest adverse to our other client or former client, and for the purposes of this paragraph “you” does not include Associated Entities.

### 11.2 **Similar Activities**

We may act for parties engaged in activities similar to or competitive with yours.

### 11.3 **Third Parties**

Once we have agreed to act for you in relation to a Matter, we will not act for a third party in relation to the same Matter if there is a Conflict of Interest between that third party’s interests and your interests.

### 11.4 **Instructions Creating a Conflict of Interest**

We may decline to act for you where accepting your instructions would create a Conflict of Interest or cause us to break an existing agreement with a third party.

### 11.5 **Consent**

Where our professional rules allow, and subject to satisfying the requirements of those rules (for example by implementing an information barrier), we may act for you and another client where a Conflict of Interest would otherwise exist, provided that we have the consent of both parties. We do not require your consent to act against an Associated Entity.

### 11.6 **Cessation of Services**

If, whether through a change in circumstances or otherwise, we find that we have agreed to provide Services to you in circumstances which give, or could give, rise to a conflict of interest we will discuss with you how to deal with the conflict and may, be obliged to stop providing Services to you and/or to all other clients affected by the Conflict of Interest.

## 12. **INFORMATION AND CONFIDENTIALITY**

### 12.1 **Information About You**

12.1.1 We may use the information which you provide, or which we obtain through our dealings with you, or others for the provision of Services to fulfil our contractual obligations to you or the legitimate interests of you, ourselves and others. We may give it on a confidential basis to our Partners, employees and agents. We may use it to administer your account with us, including tracing and collecting any debts. Further information is provided within our Privacy Policy that is referred to in your Client Care Letter, is available upon request and can be found on the firm’s website.

12.1.2 We may also use it to ensure legitimate interests in the safety and security of our premises (where we may also use CCTV); for fraud prevention purposes (including verification checks for our money

laundering obligations); to assess client satisfaction (such as by asking you to participate in surveys); and to help improve our services generally.

12.1.3 We may also use it to contact you by letter, telephone, e-mail or otherwise about our services and about events such as seminars and conferences and to send you briefings and similar material. Contacting you by electronic means requires your specific and verifiable consent. By signing and returning a copy of the Instruction Form in a conveyancing matter, the Client Care Letter or by way of your continued instructions in any other matter you are agreeing that we may use your contact details and information in this way. If you do not wish to be contacted, or having provided consent previously, you wish to withdraw or amend it, please confirm so in writing when returning the copy of the Client Care Letter/ the completed Instruction Form. Please follow the instructions in the relevant section of the Instruction Form/ Client Care Letter.

12.1.4 Sometimes we ask other companies or people to do typing/photocopying/other administration duties on our files to ensure this is done promptly. We believe we have a legitimate interest in doing this. We will always seek a confidentiality agreement with these outsourced providers. If you do not want your file to be outsourced, please tell us as soon as possible.

12.1.5 We may store information about You, Your Matter or any other Documents and correspondence relating to Your file(s) using cloud based technology. Again we believe we have a legitimate interest in acting in this way and take every possible precaution to protect your personal information. If you do not wish for your file(s) or other information to be stored in this way, please inform Us in writing before we commence work on Your Matter.

## 12.2 **Our Duty of Confidentiality**

12.2.1 Please refer to our Privacy Policy when reading this section. We will treat any information which is confidential to you and which we obtain as a result of acting for you as strictly confidential, save:-

12.2.1.1 for the purpose of acting for you; or

12.2.1.2 for legitimate interest disclosures to our auditors or other advisers or for the

purposes of our professional indemnity insurance; or

12.2.1.3 for legitimate interest disclosures to any successor firms we acquire or merge with; or

12.2.1.4 as otherwise required by law or other regulatory authority to which we are subject.

12.2.2 If you do not wish to disclose Your Details and file to be released You must notify Us in writing when signing and returning the Instruction Form/ Client Care Letter sent to you at the start of the matter; We may be unable to act for you in such circumstances.

12.2.3 We may refer publicly to your name as a client of ours, which we believe is a legitimate interest in collecting and promoting client feedback provided we do not disclose any information which is confidential to you.

12.2.4 We may consider it appropriate to seek publicity on our involvement with your Matter rather than the details of the Matter itself. By Accepting these Terms of Business you give your consent to such publicity other than where the material includes details that could be harmful, and which are not already a matter of public record.

12.2.5 We shall be under no duty to disclose to you (or take into account in the course of providing the Services) any information acquired by us in acting for any other client or any information in respect of which we owe a duty of confidentiality to a third party.

## 12.3 **Your Duty of Confidentiality**

12.3.1 Our advice and other communications with you are confidential and may not, without our consent, be disclosed by you to any third party (other than to your employees and agents who require access and who do not disclose it further) or otherwise made public except as required by law or other regulatory authority to which you are subject.

12.3.2 If, as a result of our acting for you, you acquire any information in respect of which we notify you that we owe a duty of confidentiality to a third party you will keep it confidential and not use it without our consent.

## 13. **CUSTODY, RETENTION AND TRANSFER OF DOCUMENTS**

- 13.1 We will, at your request, either during the provision or after completion of any Services, release to you or to your order Your Documents and Documents Held For You, provided that we are not at the time exercising our right to retain documents pending payment of outstanding fees and expenses or are prevented by any court order, undertaking or other legal constraint from doing so. We may copy all of Your Documents and Documents Held for You before releasing them, including any electronic correspondence submitted by You.
- 13.2 We may at any time scan, microfilm, or otherwise make electronic copies or images of any Documents, including electronic Documents or correspondence e.g. emails (other than Documents held in safe custody), destroy the originals and thereafter hold the Documents only in such copy or image form. Unless expressly agreed otherwise in writing we will keep all Documents whether in original, copy or imaged Form for a minimum of six (6) years (up to 15 years), after which we may destroy them and any copies or images of them. Our Privacy Policy has more information on our retention periods.
- 13.3 We may agree to store title deeds, wills and other especially valuable documents in safe custody for you if you require and, if we do, we will not, without your consent, destroy any such documents.
- 13.4 We do not accept responsibility for the loss or damage of any item which we hold on your behalf unless we expressly agree in writing to the contrary.
- 13.5 After completing the work, we will be entitled to keep all your papers and document whilst there is still money owed to us for fees, recharges, disbursements and expenses. We will keep our file of your papers including emails and any hard copies thereof, for up to seven (7) years, except those that you ask to be returned to you. We keep files on the understanding that we can destroy them seven (7) years after the date of the final bill (and up to 12 years in respect of some regulatory transfers), with the exception of Wills files that will be retained in perpetuity until the Estate Assets in respect of the individual have been distributed. We will not destroy documents you ask us to deposit in safe custody. If we take papers or documents

out of storage in relation to continuing or new instructions to act for you, we will not normally charge for such retrieval. However we will charge you £100 plus VAT both for time spent producing stored papers that are requested as well as reading correspondence or other work necessary to comply with your instructions in relation to the retrieved papers. We will ask you to confirm that any personal data we have retrieved remains current and up to date if we are to act upon such data as part of our duties under Data Protection legislation.

## 14. **INTELLECTUAL PROPERTY RIGHTS**

### 14.1 **Copyright**

We retain copyright and all other intellectual property rights in all documents and other works we develop or generate for you in providing the Services (including know-how and working materials as well as final documents). We now grant you a non-exclusive, non-transferable, non-sub-licensable licence to use such documents or other works solely for the Matter to which the Services of developing or generating them relate and not otherwise. If you do not pay us in full for our Services in relation to that Matter we may, on giving you notice, revoke that licence and only re-grant it to you once full payment has been made.

### 14.2 **Opinions from Barristers and other Third Parties**

14.2.1 We may retain, for our subsequent use, a copy of the advice or opinion of any barrister or other third party given in written form (or any note of any advice or opinion) obtained in the course of providing the Services. Any barrister or other third party will be instructed on the basis that any such advice or opinion will be so retained.

14.2.2 If we retain a copy of any advice or opinion in this manner we will take all reasonable steps to conceal information (such as names, addresses or descriptions) which might reasonably enable you to be identified.

## 15. **JOINT INSTRUCTIONS**

15.1.1 Where we agree to work on a Matter for more than one client jointly, the rights and obligations of the joint clients to us in relation to the Services will be several (save for obligations to pay money to us, which will be joint and several).

15.1.2 Each joint client irrevocably permits us to disclose to any other of the joint clients at

any time any information which we would otherwise be prohibited from so disclosing by virtue of our duty of confidentiality. If any joint client ends this permission during the provision of the relevant Services, or if a conflict of interest otherwise arises between joint clients, we may suspend or terminate the provision of Services related to that Matter to one or more of the joint clients.

- 15.1.3 If any joint client asks us to transfer documents we will deliver Your Documents to, or to the order of, the joint client who delivered them to us. We will retain any Documents Held For You and will supply copies to each joint client, making the originals available at one of our offices for inspection by any joint client on reasonable prior written notice.

## 16. **FORCE MAJEURE**

Neither You nor We shall be liable for any failure to perform, or delay in performing, any obligations (other than payment and indemnity obligations) if and to the extent that the failure or delay is caused by Force Majeure and the time for performance of the obligation, the performance of which is affected by Force Majeure, shall be extended accordingly.

## 17. **LIABILITY**

### 17.1 **Duty of Care**

- 17.1.1 We will use reasonable skill and care in the provision of the Services. Where we make an assessment for you, either expressly or by implication, of the likely level of risk associated with different potential courses of action, you accept that such assessment is made relying only upon the information and documents then available to us and cannot, therefore, be definitive.
- 17.1.2 Accordingly, such an assessment should only be used as one element in the making of any practical or commercial decision. You accept that the magnitude or acceptability of a risk is a matter for you.
- 17.1.3 The aggregate liability of the Firm (or of any service company owned or controlled by or on behalf of any of the Partners) and of all Partners, consultants to and employees and agents of the Firm and any service company owned or controlled by or on behalf of any of the Firm or the Partners in any circumstances whatsoever, whether in contract, tort, under statute or otherwise, and howsoever caused (including but not

limited to our negligence or non-performance), for loss or damage arising from or in connection with the Services provided shall, in relation to each Matter, be limited to the sum, unless otherwise agreed, of three million pounds (£3 000 000.00).

### 17.2 **Third Parties**

- 17.2.1 The Services are provided to and for the benefit of you as our client and you alone. No other person may use or rely upon the Services nor derive any rights or benefits from them. The provisions of the Contracts (Rights of Third Parties) Act 1999 are to that extent excluded.
- 17.2.2 The Firm alone will provide the Services and you agree that you will not bring any claim whether in contract, tort, under statute or otherwise against any Partner, or any consultant to, or employee or agent of the Firm or any service company owned or controlled by or on behalf of any of the Partners and those Partners, consultants, employees and agents shall be entitled to rely on the terms of this agreement insofar as they limit their liability.

### 17.3 **Drafts**

Where we provide draft or provisional advice or other materials, that advice or those materials are not to be relied upon as constituting our final view.

### 17.4 **Current Law**

The Services are provided in accordance with professional practice requirements and the proper interpretation of the law, as each exists on the date on which the relevant Service is provided. If there is any change in such requirements or the law, or their interpretation, after the relevant Matter has been concluded (or before that time but which could not reasonably be known by us at that time), we have no responsibility to notify you of, or of the consequences of, the change.

### 17.5 **Communication**

- 17.5.1 We shall communicate with you at the postal and email addresses and the telephone and fax numbers which you publish unless you ask us to use other addresses and numbers. You will notify us if you regard any communications from us as particularly confidential, and the means by which you require us to make such communications. We shall have no liability to you arising out of your failure so to notify us.

17.5.2 Subject to any notification you may make to us under the previous paragraph, we shall not be required to encrypt, password-protect or digitally sign any email, or attachment, sent by us. We shall not be responsible for any loss or damage arising from the unauthorised interception, re-direction, copying or reading of e-mails, including any attachments. We shall not be responsible for the effect on any hardware or software (or any loss or damage arising from any such effect) of any e-mails or attachment, which may be transmitted by us (save to the extent caused by our negligence or wilful default).

#### 17.6 **Deadlines**

We will try to meet any deadline we agree with you for the performance of any Services but, unless we agree otherwise in writing in relation to any time, date or period for delivery or performance by us, time shall not be of the essence

#### 18. **PROPORTIONATE LIABILITY**

If you accept or have accepted any express exclusion and/or limitation of liability from any of your other professional advisers, our total liability to you arising out of the Services will not exceed the net aggregate of the amount for which we would otherwise have been liable after deducting any amount which we would have been entitled to recover from such adviser as a matter of law whether pursuant to statute or otherwise, but are prevented from doing so as a result of any such exclusion and/or limitation of liability.

#### 19. **EXCLUSION**

We shall not be liable for:-

- 19.1 any loss, damage, cost or expense arising from any breach by you of your agreement with us or any act or omission of any other person; or
- 19.2 any advice or document subject to the laws of a jurisdiction outside England and Wales; or
- 19.3 any advice or opinion given to you by any third party (whether or not nominated or recommended by us).

#### 20. **LOSS OF PROFIT**

We shall not be liable for any indirect loss or damage or any loss of profit, income, production or accruals arising in any circumstances whatsoever, whether in contract, tort, under statute or otherwise, and howsoever caused

(including but not limited to our negligence or non-performance).

#### 21. **EXCEPTIONS**

Nothing in this agreement exempts us from liability arising from our fraud or reckless disregard of our professional obligations; or from our negligence resulting in death or personal injury; or where, in the case of a contentious business agreement, law or regulation prohibits the exclusion of such liability.

#### 22. **TERMINATION**

##### 22.1 **Completion of Services**

An agreement between you and us for the provision of defined Services ends on the completion of the provision of those Services. An open-ended agreement for the provision of Services ends three (3) months after the last date on which we provided Services to you. Unless new or different terms are agreed, our acceptance of instructions to perform Services for you subsequent to the ending of any agreement gives rise, from the time of acceptance of the instructions, to a new agreement on these terms. If we provide you free of charge with any seminar, information, or other document after the ending of an agreement, such provision does not give rise to a new agreement.

##### 22.2 **Early Termination**

Either you or we may terminate the provision of all or any of the relevant Services at any time by giving written notice to the other. We will not do this without good and substantial reason, such as:-

- 22.2.1 the threat or risk of violence, injury or other danger to the physical, psychological or moral well-being of any of our personnel; or
- 22.2.2 the discovery or creation of a Conflict of Interest; or
- 22.2.3 your failure to provide appropriate documentation concerning your identity or source of funds to a standard acceptable to us; or
- 22.2.4 you requesting us to break the law or any professional requirement; or
- 22.2.5 the relationship of trust and confidence necessary between solicitor and client ceasing to exist between us; or
- 22.2.6 your failure to pay to us any amount due, or money on account requested; or
- 22.2.7 your insolvency; or
- 22.2.8 your failure to give us adequate instructions; or

22.2.9 our being forbidden to act by the National Agency; or

22.2.10 our reasonable belief that our continuing to represent you may cause damage to the professional or personal reputation of our firm or any of its personnel; or

22.2.11 any other breach by you of these terms.

### 22.3 Rights on Early Termination

On early termination, by either you or us, you will remain liable to pay all fees, recharges, disbursements and expenses incurred before termination and due under our contract or due on the basis of the time spent at our usual hourly rates, whichever is the less, together with any further fees and expenses for work necessary to transfer our files to another adviser of your choice, including the cost of making an application to the Courts to file a Notice of Change to be removed from the Court record. All our rights set out in these terms shall continue to apply even if we terminate the agreement.

## 23. GENERAL

### 23.1 Money Laundering Regulations / The Proceeds of Crime Act 2002

In accordance with the requirements of the Data Protection Act and the Money Laundering Regulations, we confirm:

23.1.1 Axiom DWFM Limited is the data controller;

23.1.2 Pragnesh Modhwadia is the nominated representative / data protection manager; and

23.1.3 We will only process any documentation or personal data received from you in respect of client due diligence for the purposes of preventing money laundering and terrorist financing unless

23.1.3.1 use of that data is permitted by or under any enactment or

23.1.3.2 to identify you for regulatory purposes

23.1.3.3 you give your express consent for the documentation or personal data to be used for other forms of processing.

23.2 We are required to comply with the Money Laundering Regulations and in particular to identify and verify the identity and permanent address of all new Clients. This is to ensure that the policy adopted worldwide by Financial and Government Authorities to prevent the use of laundering systems to disguise the proceeds of crime is achieved.

### 23.3 Individual Clients:

23.3.1 If you are a new client or an existing client who has not previously supplied information, you are requested to supply the following; one item from List A and one item from List B (please note we require certified copies if you are sending these by post or if you are bringing in the original documents to our offices – we will make certified copies here).

#### LIST A – Proof of Identity

1. Current fully signed Passport
2. Current full UK Photocard Driving Licence (not provisional).
3. Valid National ID Card

#### LIST B – Address Verification

1. A bill for the supply of electricity, gas, water or telephone services (provided it is fewer than three (3) months old). Mobile phone bills are not acceptable.
2. Council Tax bill (provided it is fewer than three (3) months old).
3. Recent Tax Coding Notice.
4. Recent Mortgage Statement (not more than 3 months old).
5. Credit Card/Bank/ Building Society Statement (provided it is fewer than three (3) months old) showing current address.
6. National ID Card (provided address is shown and not used as evidence of identity)

### Body Corporate:

If you are a new or existing body corporate client not listed on a regulated market who has not previously supplied information, we will require the following:

1. Company / organisation full name;
2. Company or other registration number;
3. Registered address and, if different, principal place of business address;
4. Memorandum of association or other governing documents;
5. Names of the Board of Directors or members of your management body and its senior management;
6. Documentation in accordance with lists A and B above for any beneficial owners and individuals with significant control or

influence over the body corporate including any individual that has:

- a. Direct or on direct company shares or voting shares of 25% or more.
- b. Direct or indirect right to appoint or remove a majority of the body corporate directors; and or
- c. Otherwise the right to exercise or exercises, significant influence or control over the body corporate.

23.3.2 Please note we require certified copies if you are sending these by post or if you are bringing in the original documents to our offices – we will make certified copies here.

23.3.3 We will conduct additional electronic ID searches as part of our due diligence checks where you provide certified/ original identity and proof of address documents. The organisations we use to carry out these checks will place a soft footprint on your credit record. We may also conduct these searches for others involved in your matter, including beneficial owners and parties that provide money/ funds for your matter. The cost of conducting the search will be noted in your estimate or Client Care Letter as an administrative fee for arranging these checks.

23.3.4 We may invite you and other third parties including those involved in your matter, beneficial owners and parties providing money to progress your matter to use the services of Thirdfort Limited, a company registered in England and Wales with Company No. 10757456, whose registered office is Belle House, Platform 1, Victoria Station, London, SW1V 1JT to provide your identity and address documentation via their App. You will be provided with information regarding their service including their Privacy Policy when you are invited to use their App. The cost of using the App will be included in your estimate and invoice as an administrative fee for arranging these checks.

23.3.5 We may invite you to use the services of other providers such as LegL and Infotrack to provide your identity, proof of address and source of funds documents. You will be

provided with information regarding their service including their Privacy Policy when you are invited to use their system to upload your documents. The cost of using the services will be included in your estimate/ fee information contained in your Client Care Letter and Invoice as an administrative fee for arranging these checks.

23.3.6 Additional fees will be charged to you where the results of any electronic checks are incomplete or inconclusive on a time spent basis.

23.3.7 We may ask you to update the documentation we hold for you from time to time to comply with the Money Laundering Regulations.

23.3.8 We will retain copies of all documentation concerning identity, address, source of funds and wealth documentation for the duration of your engagement with Us and in accordance with the file retention policy in operation as confirmed in our Privacy Policy.

23.3.9 Under the provisions of the Proceeds of Crime Act 2002 ("POCA"), we may be required to make a report to the relevant authorities if at any time we become aware of or suspect (whether from you or any other person) the existence of the proceeds of crime in relation to any Services on which we are engaged. Our obligation to make such a report will, in certain circumstances, override our duty of solicitor/client confidentiality and we may not be permitted to inform you whether or not we have made, or might intend to make, such a report.

23.3.10 We may terminate the provision of any Services to you, or be instructed to do so by the relevant authorities, if you fail to comply with your obligation to provide evidence of identity or we suspect that you or any other party connected with you or with the Matter is involved in activities prescribed by POCA.

23.3.11 We will not commence, or continue work on your Matter until we have the documentation requested from you concerning identity, verification and, where appropriate source of funds and wealth documentation. We cannot accept funds until we have completed our enquiries satisfactorily. Failure to provide satisfactory documents may result in Us terminating our

engagement with you, or delays in your Matters. We will not accept responsibility for any losses arising from delays in connection with this.

23.3.12 The anti- money laundering guidance which UK banks and other finance services firms must adhere to is issued by the Joint Money Laundering Steering Group ("JMLSG"). The JMLSG considers all clients with funds deposited in a law firm's pooled client account to be beneficial owners of that account. The JMLSG does not require banks to routinely identify the beneficial owners of law firm's pooled accounts, as they do with most other accounts they issue. Pooled client accounts are granted this exemption on the proviso that this information is available upon request. In the event of our bank requesting information about the beneficial owners of our pooled client account, you agree to us disclosing your details to them.

#### 23.4 Politically Exposed Persons

23.4.1 The Money Laundering Regulations 2017 impose on the Firm a requirement to identify clients that are PEPs or Known Close Associates of PEPs.

Examples of a PEP would include:

- 23.4.1.1 Heads of State, Heads of Government, Ministers and Deputy of Assistant Ministers;
  - 23.4.1.2 Members of Parliament;
  - 23.4.1.3 Members of Governing Bodies of political parties;
  - 23.4.1.4 Members of the Supreme Court, constitutional courts or any judicial body whose decisions are not generally subject to appeal;
  - 23.4.1.5 Members of courts of auditors or boards of central banks;
  - 23.4.1.6 Ambassadors, Charges d'affaires and high-ranking officers in the armed forces;
  - 23.4.1.7 Members of the administrative, management or supervisory bodies or State-owned enterprises; or
  - 23.4.1.8 Directors, deputy-directors and members of the board or equivalent function of an international organisation.
- 23.4.2 If You are or think You may fall into one or more of the above categories or have done so in the last 12 months or if You are the spouse, partner, child or spouse/partner of

a child or the parents of a person who currently falls or may fall into one or more of the above categories as a Known Close Associates of PEPs, please confirm by providing details when signing and returning the signed instructions confirming Your instructions to Us.

23.4.3 If You are unsure whether any of the above applies to You, please speak to the lawyer who will be dealing with the Matter to enable Us to investigate further.

#### 23.5 Companies House Notification(s)

23.5.1 Under the Money Laundering Regulations (as amended) we are obliged to inform Companies House if there is any discrepancy between the information that they hold about a beneficial owner of a company, limited liability partnership or Scottish Limited or qualifying partnership and the information that is on the public record of people with significant control (PSC) register.

23.5.2 Our obligation to make such notification will, in certain circumstances, override our duty of solicitor/client confidentiality and we may not be permitted to inform you whether or not we have made, or might intend to make, such notification.

#### 23.6 HM Revenue & Customs

23.6.1 We are obliged, in accordance with the EU Directive on administrative cooperation (DAC6) to notify HMRC of any cross border arrangements.

23.6.2 Our obligation to make such notification will, in certain circumstances, override our duty of solicitor/client confidentiality and we may not be permitted to inform you whether or not we have made, or might intend to make, such notification.

#### 23.7 Severability

Each of these terms shall be severable and distinct from the others and if any term is held to be illegal, invalid or unenforceable, in whole or in part, the remaining terms shall not be affected.

#### 23.8 Equal Treatment / Equality and Diversity

Consistent with our internal policies and procedures, we will not discriminate in the way we provide our Services on the grounds of age, disability, gender re-assignment, marriage and civil partnerships, pregnancy and maternity, race (including colour, nationality (including citizenship) ethnic or national origins), religion or belief, sex, sexual orientation.



### 23.4 Financial Services

If during the course of the matter upon which we are advising you, you need advice on investments, we may have to refer you to someone who is authorized by the Financial Conduct Authority, as we are not. However, as we are regulated by the Solicitors Regulation Authority, we may be able to provide certain limited investment services where these are closely linked to the legal work we are doing for you.

If you have any problem with the services we have provided for you, then please let us know. We will try to resolve any problem between ourselves. If for any reason we are unable to resolve the problem between us, then we are regulated by the Solicitors Regulation Authority and complaints and redress mechanisms are provided through the Solicitors Regulation Authority and the Legal Ombudsman.

The Law Society is a designated professional body for the purposes of the Financial Services and Markets Act 2000, but responsibility for regulation and complaints handling has been separated from the Law Society's representative functions. The Solicitors Regulation Authority is the independent regulatory body of the Law Society and the Legal Ombudsman is independent and impartial complaints handling body established by the Legal Services Act 2007.

### 23.5 Insurance Distribution

As we have said, we are not authorized 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](http://www.fca.org.uk)

The Law Society is a designated professional body for the purposes of the Financial Services and Markets Act 2000, but responsibility for regulation and complaints handling has been separated from the Law Society's representative functions. The Solicitors Regulation Authority is the independent regulatory body of the Law Society and the Legal Ombudsman is the independent and impartial complaints handling body established by the Legal Services Act 2007.

## 24. DISPUTE RESOLUTION

### 24.1 Scope

All claims, complaints and disputes arising out of or in connection with the Services ("Disputes") will be resolved pursuant to this paragraph.

### 24.2 Complaints Procedure

24.2.1 We hope you will have no complaint. To underline how seriously we take complaints, we have a set Complaints Procedure which can be summarised as follows: (a copy of our full complaints procedure is available on request)-

24.2.1.1 If you have any complaint or observation (good or bad) about our service, please communicate this to us.

24.2.1.2 Raise any complaint first with the Fee Earner assigned to your matter, including any complaint about your bill.

24.2.1.3 If this does not resolve it satisfactorily, tell the Supervising Partner responsible for your case.

24.2.1.4 If this does not resolve it satisfactorily, contact **Elizabeth Johnson** the individual nominated by the practice to ensure prompt and thorough investigation of any complaint. In her absence you may contact Idran Liaquat.

24.2.1.5 If still unresolved at this stage, you may take your complaint to the Legal Ombudsman. Normally, you will have to bring your complaint to the Legal Ombudsman within 6 months of receiving a final response from us about your complaint and 6 years from the date of the act or omission giving rise to the complaint or alternatively 3 years from the date you should reasonably have known there are grounds for complaint (if the act/omission took place before 6 October 2010 or was more than 6 years ago).

#### 24.2.2 Contact details:

24.2.2.1 The address of the Legal Ombudsman is: PO Box 6806, Wolverhampton, WV1 9WJ; telephone, 0300 555 0333; or view their website at [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk), email enquiries to: [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk). A complaint to the Legal Ombudsman can only be made by one of the following:

24.2.2.1.1 An individual;

24.2.2.1.2 A micro- enterprise as defined in European Recommendation 2003/361/EC of 6 May 2003 (broadly, an enterprise with fewer than 10 staff

and turnover or balance sheet value not exceeding 2 million Euros;

- 24.2.2.1.3 A charity with an annual income less than £1 million;
  - 24.2.2.1.4 A club, association or society with an annual income less than £1million;
  - 24.2.2.1.5 A trustee of a trust with a net asset value less than £1million; or a personal representative or the residuary beneficiaries of an estate where a person with a complaint died before referring it to the Legal Ombudsman.
- 24.2.2.2 If you do not fall into one of these categories, you should be aware that you can only obtain redress by using our Complaints Handling Procedure or by mediation or arbitration, or by taking action through the courts
- 24.2.3 Kindly note that you have the right to object to your bill by making a complaint to the appropriate body referred to above and/or by applying to the Court for an assessment of the bill under Part III of the Solicitors' Act 1974 and, if all or part of our bill remains unpaid, we may be entitled to charge interest.

#### 24.3 Exclusions

We shall not be obliged to comply with paragraph 23 above in relation to any Dispute in which we seek:-

- 24.3.1 an order or award (whether interim or final) restraining you from doing any act or compelling you to do any act; or
- 24.3.2 a judgment or award for a liquidated sum to which here is no arguable defence (provided that the exception shall cease to apply and the Dispute may be referred to arbitration on the application of either party if the court decides that you should have permission to defend the claim); or
- 24.3.3 the enforcement of any agreement reached or any binding order, award, determination or decision made pursuant to paragraph 23 above,

nor shall anything in this paragraph inhibit us at any time from serving any form of demand or notice or from commencing or continuing with any bankruptcy, winding up or other insolvency proceedings.

#### 24.4 Regulator

Nothing in this Terms of Business shall prevent you at any time from referring any Matter to the body

or bodies for the time being charged with the regulation of solicitors.

#### 25. LAW AND JURISDICTION

The terms on which we provide Services to you are governed by, and shall be construed in accordance with, English law. You and we each agree to submit to the exclusive jurisdiction of the English courts, provided that we may in our sole and unfettered discretion commence proceedings against you in any other Court.

#### 26. QUALITY STANDARDS

Due to our own internal quality standards and us achieving CQS, the Candor Certified, Legal 500 and Lexcel accreditations, we are subject to periodic checks by outside assessors. This could mean that your file may be selected for checking/auditing, in which case we would need your consent for inspection to occur. All inspections are, of course, conducted in confidence and all external firms and organisations working with Us are required to maintain confidentiality in relation to any files and papers that are audited/ checked by the. Your file(s) 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 a new business. If you prefer to withhold consent, work on your file will not be affected in any way. Since very few of our clients do object to this we propose to assume that we do have your consent unless you notify us to the contrary. We will also assume, unless you indicate otherwise, that consent on this occasion will extend to all future matters which we conduct on your behalf. Please contact us if we can explain this further or to advise us if you do not want your file to be reviewed.

#### 27. DISCLAIMERS

##### 27.1 Tax

We are not qualified to advise you on the tax implications of transactions you instruct us to carry out, or the likelihood of them arising.

We are not qualified to give you formal taxation advice and we will not do so at any stage. Any work we agree to conduct for you **does not** extend to giving taxation advice and it should not be construed as doing so.

Any information provided during the course of our business relationship is designed as guidance only to try and assist your decision as to whether or not to seek formal taxation advice from an appropriate source. If you are in any doubt, we recommend that you seek professional taxation advice.

Stamp Duty Land Tax is a self assessment tax and you are therefore liable for the responses given on your return.

Unless instructed otherwise we will complete and submit the SDLT return on your behalf. The duty to ensure the information on that return is correct to the best of your knowledge remains with you.

## 27.2 Taxes

27.2.1 In relation to monies due to you which are received by or through us, you undertake to indemnify us for any liability we may incur under the tax laws of any territory which require us to withhold tax or render us liable to account to any authority for tax (including penalties, fines and interest) on monies due to you (whether or not our liability arises from a default in payment of tax on your part).

## 27.3 Property transactions

We will not advise you on the planning implications of your proposed purchase, unless specifically requested to do so by you, otherwise than by reporting to you on any relevant information provided by the results of the "local search".

## 27.4 Other property disclaimers / Environmental

It is not our responsibility to carry out a physical inspection of the property nor advise on the valuation of the property nor the suitability of the property nor of your mortgage nor any other financial arrangements. We shall not advise generally on environmental liabilities where we shall assume that you are making your own arrangements for any appropriate environmental survey or investigations.

We may, however, need to obtain on behalf of your lender, at your expense, an environmental search. However, we will not advise you about any issues relating to the possible contamination of any land which may be relevant to your purchase. We have to tell you that we are not qualified to advise on the results of any search made in that respect and would only be able to report to you the actual results of such a search.

If we are instructed on purchase and we are also acting for your proposed lender, we have a duty to fully reveal to your lender all relevant facts about the purchase and the mortgage. This includes any differences between your mortgage application and information we receive during the transaction

and any cash back payments or discount schemes that a seller is giving to you

If you have any queries or concerns regarding the property after we have reported to you on title, contract, searches, lease (if appropriate) and mortgage you must raise these with us in writing prior to exchange of contracts. Following exchange of contracts you will be legally committed to purchasing the property.

## 28. DATA PROTECTION

You have a series of rights outlined under Data Protection legislation over how your personal data is used, including erasure in specific circumstances. However, we may not always be able to agree with the exercise of such rights, as often your personal data remains necessary in relation to the purpose for which it was originally collected and processed. Further information is available in our Privacy Policy, which can be viewed on our website at any time.

### **What personal information we process**

The categories of personal data we process include general personal data (which includes normal personal data, personal identity, email addresses and personal financial data) and special categories of personal data if these have been voluntarily provided to us (which includes ethnicity, nationality and medical history).

### **How we use your personal information**

When your file is open, the personal data is necessary in relation to the purpose for which it was originally intended. We process your personal information to fulfil our contract with you, or where you or we have a legitimate interest in doing so, where otherwise permitted by law, or to comply with applicable law and regulation. We use your personal information for:

- Service provision and internal processing (i.e. to assess and/or provide and to service your matter).
- Management of relationship (e.g. to develop your relationship with us).
- Resolving queries.
- Training and service review (e.g. to help us enhance our services and the quality of those services).
- Statistical analysis (e.g. to help us enhance our products and services or delivery channels to keep costs down).
- Complying with legal obligations (e.g. to prevent, investigate and prosecute crime, including fraud and money laundering).

When your matter is completed and / or your file is closed, we may still process your personal information where we have a legitimate interest in doing so, where we are permitted by law, or to comply with applicable laws and regulation.

Examples of such instances will include:

- Complying with legal obligations for statutory and regulatory requirements including for example, HMRC Returns, complaint handling, anti-money laundering, reporting to our regulatory body – the Solicitors Regulation Authority;
- Archiving and Storage of your file for the periods outlined in our Retention Policies – see section 13 of these Terms of Business. (Archiving and Storage of personal data is still classed as a processing activity even though it is not being regularly accessed and remains securely locked away); and
- Our legitimate interests to conduct conflict of interest checks, statistical analysis and research to help us enhance our products and services.

#### **How We Share Your Information**

- We may share your personal data with a range of organisations which enable us to fulfil our contract with you, or where we have legitimate interests to do so, or otherwise are required by applicable law and regulation. We can provide more details specific to your personal data on request.
- For further information on how we use your data please see our Privacy Policy which is available on request or can be viewed and downloaded at [www.axiomdwm.com](http://www.axiomdwm.com)

You have a right to complain to the Information Commissioner's Office (<https://www.ico.org.uk>), which regulates the processing of personal data. You may also seek a judicial remedy.

#### **29. PROVISIONS RELATING TO LITIGATION AND OTHER WORK IN RELATION TO DISPUTES**

This paragraph contains further contractual provisions and important information which we are professionally obliged to give you where the Matter relates to litigation or the resolution of disputes by other means (including a non-contentious Matter which becomes contentious, or gives rise to further instructions on a contentious Matter).

##### **29.1 Costs Risk**

29.1.1 In litigation matters, the Court may decide to order one party to pay the costs of the other. The Court usually orders the unsuccessful party to pay all or a part of the successful party's costs, although there is no certainty about this. The successful party usually recovers a proportion of its costs from the unsuccessful party, although there is no certainty about this. You should be aware that:-

- 29.1.1.1 If you make an interim application to Court which does not succeed, you may have to pay the other side's costs, usually within two (2) weeks.
- 29.1.1.2 If you lose the case, you may have to pay the other side's costs and it is not usually possible for you to withdraw from the case without dealing with the issue of those costs.
- 29.1.1.3 Costs awarded have to be proportionate to the value of the dispute and, in the ordinary course, recovered costs from the other side rarely exceeds sixty to seventy per cent (60-70%) of actual expenditure.
- 29.1.1.4 You will still be liable to pay our costs in full, even if the other party fails to pay the costs awarded to you by the Court.
- 29.1.1.5 Issues which the Court may take into account in assessing the costs payable or recoverable include:
  - 29.1.1.5.1 efforts made before and during the proceedings to try to resolve the dispute, including the appropriate use of mediation and other alternative dispute resolution procedures;
  - 29.1.1.5.2 the effects of payments into court and offers of settlement;
  - 29.1.1.5.3 the complexity and size of the Matter and the difficulty or novelty of the questions raised;
  - 29.1.1.5.4 the skill, effort, specialised knowledge and responsibility involved;
  - 29.1.1.5.5 the time spent;
  - 29.1.1.5.6 the place and Circumstances in which the work was done.
- 29.1.2 if the other side is or becomes legally aided, it is highly unlikely that you will recover your costs, even if you are successful.
- 29.1.3 If you are unsuccessful, or the Court so orders for some other reason, you may be ordered to pay the other side's costs. We

will discuss with you whether the likely outcome will justify the expense/risk.

## 29.2 Funding

29.2.1 Where you are funding your Matter privately we will provide you with an estimate of the likely costs involved in your case. We will ensure that you are provided with interim bills, as noted above, during the conduct of your case, which will enable you to budget effectively.

29.2.2 In some circumstances where you are funding your Matter privately you may be able to arrange a loan via a third party to cover the cost of legal fees, expenses, recharges and disbursements. There are various companies in the market place that may be able to assist. If you would like us to recommend a company that may be able to assist please ask the fee earner dealing with your Matter. You should note that we are not Authorised and Regulated by the Financial Conduct Authority (see Financial Services section of these Terms of Business). Any recommendations we make will be from one of a number of recognized providers but we will not have trawled through the market. Any recommendations will be based on companies that provide specialist funding for your type of Matter.

29.2.3 In certain routine matters we may be prepared to act on your behalf on a fixed fee basis. We will discuss the work you need us to do and agree a fee to complete the work. For example litigation where the work is capable of being broken down into separate stages and can agree a fixed fee for each stage of the work.

29.2.4 Legal expenses insurance may be included in your contracts of insurance and you should check your policies to see if you are covered. Your policy may cover your costs and/or your liability to pay the other side's costs. If you believe you are covered, please discuss this with us so that we can assist you in notifying your insurer. If you do not have legal expenses insurance, you may be able to purchase insurance to cover you in the event that you have to pay the other side's costs.

29.2.5 If you do not have the benefit of legal expense insurance with an existing policy you can now take out an after the event insurance policy to assist in funding your case. The premiums for these policies are high. It is unlikely that you will be able to

recover the cost of the premium from your opponent if you are successful. We can help you to obtain quotations for such insurance from companies providing such cover, some of whom offer deferred premium and disbursement payment schemes. The deferred premium means that you do not have to fund from the outset high premiums.

29.2.6 You may be a member of a Trade Union that offers to fund it's members legal costs in cases arising out of a member's employment. If you think this is likely to be the case, we can find out for you and secure agreement for your fees.

29.3 A conditional fee agreement is an agreement whereby we would be entitled to charge you an increased fee if you were successful, and would charge you no fee or a reduced fee if you were not successful. You might be able to take out an insurance policy to cover you in the event that you were ordered to pay the other side's costs. You would usually be able to recover this insurance premium and any sums you paid to us from the other side if you were successful. Not all Matters are suitable for this type of conditional fee arrangement but we are happy to discuss this further with you at your request.

## 29.4 Statements of Truth

Under the Civil Procedure Rules, all statements of case (the term for pleadings which includes documents such as claim forms, defences and witness statements) and certain other documents, must be verified by a statement of truth, to the effect that the party putting forward the document believes the facts stated in it are true. Making a false statement of truth is potentially a contempt of Court.

Whilst a statement of truth can be signed by you or your legal representative, it is our policy that you should sign your own Statement of Truth.

## 29.5 Attendance at Hearings

Please be aware that, under the Civil Procedures Rules, the Court can Order you to attend hearings. We will discuss this with you further as your case progresses.

## 29.6 Documents

29.6.1 If we are acting on your behalf in connection with any dispute resolution matters you are required by the Civil

Procedure Rules (CPRs), which govern the conduct of civil proceedings in England and Wales, to ensure that you preserve disclosable documents, including electronic documents which would otherwise be deleted in accordance with a document retention policy or otherwise deleted in the ordinary course of business. This obligation arises as soon as litigation is contemplated and therefore you should take steps now (and, where appropriate, instruct your staff/agents) to preserve any potentially disclosable documents.

29.6.2 The scope of disclosure in civil proceedings can vary depending on: the specific matter; any Court Orders made during the course of the litigation regarding disclosure; and any relevant provisions of the CPRs. However, as a general rule documents will be “disclosable” under the CPRs if they:

29.6.2.1 Support your case

29.6.2.2 Support another party’s case;

29.6.2.3 Adversely affect your case; or

29.6.2.4 Adversely affect another party’s case.

29.6.3 For the purpose of disclosure under the CPRs:

29.6.3.1 a “document” means anything in which information of any description is recorded, whether in hard-copy or electronic form;

29.6.3.2 a “copy”, in relation to a document, means anything onto which information recorded in the document has been copied, by whatever means and whether directly or indirectly; and

29.6.3.3 an “electronic document” includes, for example, email and other electronic communications such as text messages and voicemail, word-processed documents and databases, and documents stored on portable devices such as memory sticks and mobile phones. In addition to documents that are readily accessible from computer systems and other electronic devices and media, it includes documents that are stored on servers and back-up systems and documents that have been deleted. It also includes metadata and other embedded data which is not typically visible on screen or a printout.

## 29.7 Alternative Dispute Resolution

As part of the active management of a case under the Civil Procedure Rules, both the Courts and the parties in a dispute are required to consider the use of alternative dispute resolution (“ADR”) if it is considered appropriate to help to resolve the dispute. ADR includes methods of dispute resolution such as mediation, adjudication and expert determination.

There have been occasions when the Courts have imposed costs penalties on parties who unreasonably refuse to consider ADR. I will discuss both the methods of ADR and any possible costs implication further with you if and when it becomes appropriate.

## 30. REGULATIONS AFFECTING YOUR CANCELLATION RIGHTS

### 30.1 **The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013**

If we have not met you either in person (because, for example, instructions and signing of the contract documentation is taking place by telephone/mail, e mail or on-line – ie: by way of a “distance” contract) or we have taken instructions and a contract has been concluded away from our business premises (because, for example, we have met with you at home - ie: by way of an “off-premises” contract) and the contract was entered into on or after 14 June 2014, you have the right to cancel this contract within 14 calendar days of entering into the contract without giving any reason.

The cancellation period will expire after 14 calendar days from the day of the conclusion of the contract.

To exercise your right to cancel, you must inform us by post: Axiom DWFM, Axiom House, 1 Spring Villa Road, Edgware, HA8 7EB, telephone, 020 8951 6989, email [info@axiomdwm.co.uk](mailto:info@axiomdwm.co.uk) or fax: 020 8951 0999 of your decision to cancel this contract by a clear statement (eg: a letter sent by post, fax or e mail). PLEASE DO NOT SEND YOUR CANCELLATION NOTICE TO OUR MAYFAIR OFFICE. You may use the model cancellation form attached to your Client Care Letter, but it is not obligatory. To meet the cancellation deadline, you must send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

Should you require the work to be commenced within the 14 calendar day cancellation period, you must provide your agreement to that in writing, by

e mail, post or fax to enable us to do so. By signing and returning a copy of the Client Care letter, Conditional Fee Agreement, or the Instruction Form sent to you with your Client Care letter, you are providing your agreement in writing to enable us to commence work within the 14 calendar day cancellation period. Where you have provided your consent for work to commence within the 14 calendar day cancellation period and you later exercise your right to cancel, you will be liable for any costs, VAT and disbursements incurred up to the point of cancellation. Unless you make an express request for us to commence work within the 14 day period (i.e. by signing and returning a copy of the Client Care Letter, Conditional Fee Agreement or signed Instruction Form, we will not be able to undertake any work during that period.

### **31. NON CONTENTIOUS BUSINESS AGREEMENT**

These Terms of Business constitute our entering into a “non-contentious business agreement” with you made in England and Wales and governed by English law. Our charge out rates will be as set out in our client care letter to you and your right to challenge those rates will be restricted.

We ask that you sign and return the Client Care Letter or Instruction Form by way of confirmation only, but compliance with this formality will not affect the legality of this non-contentious business agreement which shall be deemed to be in place 48 hours after we have sent the Client Care Letter to you, or in reliance upon these terms of business have commenced work on matters in accordance with your instructions (whichever is the sooner).

### **32. INSURANCE**

We have a legal duty to tell you about our professional indemnity insurance. We have an obligation to carry such insurance and our qualifying insurers are:-

Travelers Insurance Company Limited  
whose registered office address is One  
Creechurch Place, Creechurch Lane,  
London, EC3A 5AF. Our insurance policy  
number is UC SOL 3991878. The insurance  
covers our practice carried on from our  
offices in England and Wales and will extend  
to acts or omissions wherever in the world  
they occur.

### **32. FINANCIAL SERVICES COMPENSATION SCHEME**

The Financial Services Compensation Scheme “FSCS” is the UK’s statutory compensation scheme for customers of financial services firms. The FSCS can pay compensation to consumers if a company

is unable, or likely to be unable, to pay claims against it.

In the event of a banking failure it is unlikely that the firm would be held liable for any losses of client account money.

We currently hold our client account funds in Barclays Bank Plc. The £85,000 Financial Services Compensation Scheme (FSCS) limit will apply to each individual client so if you hold other personal monies yourself in the same bank(s) as our client account, the limit remains £85,000 in total, so it may be advisable to check with your own bank as some banks now trade under different trading names.

Since July 2015, the FSCS provides a £1 million protection limit for temporary high balances held with a bank, building society or credit union if it fails. Further details relating to what constitutes a temporary high balance and the rules relating to the protection can be found at [www.fscs.org.uk](http://www.fscs.org.uk)

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

### **33. LEGAL AID**

We **do not** undertake legal aid work and it is important that you are aware of Legal Aid. Legal Aid is useful to a litigant because if he loses, his liability is limited to his means-tested contribution, and it is unlikely the Court will allow the successful party to recover any costs against him. Legal Aid is not free. In most cases it is only a loan repaid from the awards made from the action. If the assisted party succeeds and recovers or preserves any asset (except for some exemptions for maintenance and family proceedings), it is subject to the statutory charge. The statutory charge operates to put the recovery or the preserved asset first towards payment of the assisted party’s legal costs, and the assisted party only gets the net balance (if any) – often much later because of the time taken in quantifying the final costs. If money is recovered, it has to be paid to the assisted party’s solicitor who has to pay it into the Legal Aid Fund who carry out the accounting and pay out the balance. The Legal Aid Agency has no power to reduce or waive the effect of the statutory charge. If a home is involved, it is sometimes possible to delay payment, but the statutory charge then operates like a mortgage and attracts interest until everything is repaid on sale. For more information please discuss this with the person attending to your case (they will be able to confirm if Legal Aid will be relevant to your type of case and if you may

qualify) / alternatively go to the LAA website [www.gov.uk/legal-aid](http://www.gov.uk/legal-aid) or telephone them directly on 0300 20 2020.

#### 34. **HELP TO BUY ISA SCHEME INFORMATION**

The Help to Buy ISA Scheme was launched by HM Treasury on 1st December 2015. If you have taken out a Help to Buy ISA, then you may be eligible for a bonus payment of up to 25% of the closing balance of the Help to Buy ISA subject to a minimum bonus payment of £400 and a maximum of £3000 and provided that you and the property you are purchasing meet the eligibility criteria set out in HM Treasury ISA Scheme Rules. The fee earner with conduct of your matter (who under the Help to Buy ISA Scheme is known as the Eligible Conveyancer) will be able to advise you on eligibility and, if appropriate, will undertake the necessary process to apply for any bonus payment.

If you are purchasing a property through the Help to Buy ISA Scheme, HM Treasury will be the Data Controller of any relevant personal data that is given, via the Eligible Conveyancer, to HM Treasury and to the Administrator and / or any sub-contractor of HM Treasury or of the Administrator, for the purposes of the Help to Buy: ISA Scheme.

The information will be disclosed to HM Treasury and the Administrator for the purposes of verifying the eligibility of a Help to Buy: ISA Bonus payment and payment of Bonus funds, carrying out audits of Eligible Conveyancers and any investigations or compliance work in accordance with the Scheme Rules.

By signing and dating the Instruction Form sent to you, you agree to us providing all necessary Relevant Personal Data to HM Treasury and to the Administrator and / or to any sub-contractor of HM Treasury or of the Administrator and to the processing of your Relevant Personal Data by any or all of the aforementioned parties.

#### 35. **CONSUMER PROTECTION REGULATIONS**

The Consumer Protection from Unfair Trading Regulations (as amended) regulate transactions between traders and consumers and prohibit trading practices that amount to unfair commercial practices and misleading acts and omissions. Neither You, the client, or Us, your legal representative, must mislead a buyer or tenant either by providing incorrect or ambiguous information, or by omitting to provide material information about the property You are selling.

Certain information will be revealed through

searches and other enquiries of public databases, surveys and valuation reports. However, You must disclose to Us any known defects and other material adverse matters relating to the property known to You and failure to do so may mean that, in certain circumstances, the buyer or tenant would have rights of redress against You.

We encourage You to make all known disclosures as early in the transaction as possible to prevent delays.

If we become aware of any such existence of material information, and you decline to authorise disclosure to the buyer or tenant, then we would have to consider whether it was possible to continue to act for you as the cpr's impose a duty to act fairly towards you as our client and also towards third parties, especially those that are unrepresented.

#### 36. **CRIMINAL FINANCES ACT 2017**

The firm is committed to promoting compliance with the requirements of the Criminal Finances Act 2017 within its practices as well as in those areas in which it has influence.

The firm does not tolerate tax evasion, or the facilitation thereof in any circumstances, whether committed by or facilitated by a client, personnel or associated persons/companies.

#### 37. **REGULATORY INFORMATION**

Axiom DWFM Limited is Authorised and Regulated by the [Solicitors Regulation Authority](http://www.sra.org.uk) . A list of directors is available for inspection at the Registered Office. Please note that the term "partner" or "partners" of Axiom DWFM indicates a Director of Axiom DWFM, or an employee who is a lawyer with equivalent standing and qualifications. We do not accept service by email. Our VAT Number is 247442696.