

RDP LAW LIMITED

TERMS OF BUSINESS

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1. INTRODUCTION

- 1.1 These Terms of Business together with any Legal Services Agreement provided to you at the commencement of a matter set out the terms on which RDP Law Limited accepts instructions and charges for its services and together form the basis of the agreement between you and the firm (the “Agreement”). If there is any conflict between these Terms of Business and the Legal Services Agreement, then the Legal Services Agreement will take precedence. If any provision or part of these Terms of Business or the Legal Services Agreement is held to be invalid for any reason, such invalidity will not affect the rest of these Terms of Business or the Legal Services Agreement.
- 1.2 Where we carry out work for you, upon your instructions, following receipt by you of these Terms of Business and any associated Legal Services Agreement, you will be deemed to have agreed to them unless you notify us otherwise.
- 1.3 Any reference in these Terms of Business or otherwise within any correspondence or document or in your dealings with the firm to:
 - a) “you” means the company (including, where applicable, other group, subsidiary or associated companies), person or organisation that is our client and instructs us;
 - b) the “firm” is a reference to RDP Law Limited;
 - c) a person being a “director” or “partner” is a reference to a shareowner or director of the firm or an employee or consultant with equivalent standing and qualifications. A list of the directors is available from our office together with a list of those persons who are designated as partner;
 - d) a “lawyer” includes any member or employee of the firm undertaking legal work; and
 - e) a “matter” is a reference to the transaction, assignment or other work which you have instructed the firm to undertake.

2. RDP LAW LIMITED

- 2.1 RDP Law Limited is registered in England and Wales (Registered Number 09488211) whose registered office is at Wentwood House, Langstone Business Village, Newport, South Wales, NP18 2HJ. A list of directors and members may be inspected at the registered office.
- 2.2 RDP Law Limited is regulated by the Solicitors Regulation Authority (the “SRA”) (SRA number 627948).

3. PLACES OF BUSINESS

The firm’s offices are at:

Wentwood House
Langstone Business Village
Newport
South Wales
NP18 2HJ.

4. SERVICE STANDARDS AND CLIENT CARE

4.1 It is the firm’s desire to provide a high-quality, friendly and efficient service to meet all client needs and to ensure that we comply with the SRA Standards and Regulations which contain our professional rules and regulations (details of which can be found on the Solicitors’ Regulation Authority website: www.sra.org.uk). All directors and employees are aware of the need to keep clients regularly informed of progress and, at all relevant times, to provide appropriate information on the issues involved. In addition, all firms of solicitors are obliged to attempt to resolve problems which clients may have with the service provided.

4.2 If, at any time, you believe that the firm’s service to you could be improved, or if you are dissatisfied with an aspect of the firm’s service, please raise the issue immediately with the director responsible for the overall supervision of your matter. However, if that director cannot resolve the issue to your satisfaction or you would prefer to raise the issue with someone other than the supervisor, please contact Michelle Watts-Curnow, the firm’s Compliance Officer for Legal Practice, at the address set out at paragraph 3. Should you remain dissatisfied, the firm has a Complaints Procedure, which is available on our website (www.rdplaw.co.uk) or on request. This would also be sent to you should you make a complaint. Your right to complain might relate to the way in which your matter is being handled, or a bill that we issue. In the case of a complaint about a bill, there might also be a right to object to the bill by applying to the court of an assessment of the bill under Part III of the Solicitors Act 1974. However, we would point out that if all or part of a bill remains unpaid, we may be entitled to charge interest – any such entitlement would be set out in our Terms and Conditions of Business and / or on the reverse side of the bill.

4.3 Our Complaints Procedure sets out that we have eight weeks to consider your complaint. If you remain dissatisfied at the end of our complaints process, you may be able to ask the Legal Ombudsman or the Solicitors Regulation Authority to look into your complaint (please see below). Contact details are:

<p>The Legal Ombudsman PO Box 6167 Slough SL1 0EH</p> <p>Telephone: 0300 555 0333 Email: enquiries@legalombudsman.org.uk Website: www.legalombudsman.org.uk</p>	<p>The Solicitors Regulation Authority The Cube 199 Wharfside Street Birmingham B1 1RN</p> <p>Telephone: 0370 606 2555 Email: report@sra.org.uk Website: www.sra.org.uk</p>
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4.3.1 The Legal Ombudsman is an independent organisation which investigates complaints about poor legal service provided you are an individual, a personal representative of a deceased person (on whose behalf you are making the complaint), a “micro-enterprise” (having fewer than 10 employees and an annual turnover or assets not exceeding 2 million Euros), a charity or club/association with an annual income net of tax of less than £1million, or a trustee of a trust with assets of less than £1million.

The Legal Ombudsman expects complaints to be made to them within **one year** of the date of the act or omission about which you are concerned or within **one year** of you realising there was a concern. You must also refer your complaint to the Legal Ombudsman within **six months** of our final written response to your complaint.

- 4.3.2 RDP is regulated by the Solicitors Regulation Authority (the “SRA”) and we are duty bound to comply with the SRA Standards and Regulations which includes a set of Principles and various codes of conduct. If the complaint is about RDP or the relevant fee earner’s conduct and you consider we have acted in breach of our regulatory obligations set out by the SRA, if you are not happy with the outcome of your complaint, you can refer the matter to the SRA to review.
- 4.4 Alternative complaints bodies (such as Ombudsman Services: <https://ombudsman-services.org> and Small Claims Mediation: www.small-claims-mediation.co.uk) exist which are competent to deal with complaints about legal services should both you and RDP wish to use such a scheme. We have, however, chosen not to adopt an alternative dispute resolution process. If, therefore, you wish to complain further you should contact the Legal Ombudsman or the SRA (as appropriate).
- 4.5 To help ensure that we have the necessary procedures in place to achieve our aim of providing a high standard of client care, the firm may be audited by various third parties. In particular, an assessment by an independent consultant may be undertaken and as part of this, it may be necessary for any assessor / auditor to have access to a number of our client files. Unless you tell us to the contrary, we will assume that you have no objection to our disclosing your file to any independent assessor for this purpose. Any inspection of your file will be in relation to systems we use and will not involve looking at the circumstances of your case.

5. CALCULATION OF FEES

- 5.1 Unless agreed with you to the contrary in the Legal Services Agreement or otherwise, the firm’s fees will be calculated by reference to the time spent on a matter. The time of each lawyer is charged at an hourly rate which reflects both the overhead costs of the firm and the experience of that lawyer. These rates do not include payments made on your behalf to third parties (“disbursements”) or charges for any sums the firm incurs on a matter in the provision of our legal advice to you, such as search fees, TT / bank transfer fees, travelling expenses, photocopying charges and the postage charges for special / recorded delivery (“expenses”) and which are payable by you in addition to the fees. VAT, where appropriate, will be added to the fees, disbursements and expenses, together referred to as our “charges”, at the appropriate rate which is currently 20%. The firm’s VAT number is 615600961.
- 5.2 Unless agreed with you to the contrary in the Legal Services Agreement or otherwise, the hourly rates referred to in paragraph 5.1 above shall be the firm’s standard hourly rates from time to time. The hourly rates are regularly reviewed and may be increased bi-annually in May and November of each year. Details of any revision of rates occurring during a matter will be given to you before the revised rates are applied. If a lawyer undertaking any work for you is promoted at any time during the year, with the result being that their hourly rate increases, you will be informed of this before the increased rate is applied.

- 5.3 Routine telephone calls (incoming and outgoing) and routine correspondence (received or sent) which take less than 6 minutes are charged at the minimum unit rate of 6 minutes. Other work is charged on the basis of time actually spent rounded up to the nearest 6 minute unit. The firm maintains a detailed record of time spent on a matter.
- 5.4 Where work is carried out necessarily outside normal office hours the firm reserves the right to increase the applicable hourly rates by 50% for work carried out between the hours of 7:00 p.m. and 12 midnight and by 100% for work carried out between the hours of midnight and 8.00 a.m. or on weekends or on a bank or public holidays.
- 5.5 In matters involving substantial financial consideration or benefit, fees may be calculated by reference to a number of other elements in addition to the time spent on the matter, including the value, the importance of the matter, the responsibility falling upon the firm, and the speed, complexity and expertise required. If it is the firm's intention to charge by reference to any of these elements, other than simply the time spent on the matter, this will be discussed with you before such an element is included in a bill.
- 5.6 If, at any time, you would like to be provided with a statement of account for your matter, setting out all fees, disbursements and expenses incurred to date, please contact the relevant fee earner.
- 5.7 Unless otherwise agreed with you, fees, disbursements, expenses and VAT are payable whether or not a matter is concluded and the firm shall be entitled to charge for work done in connection with any matter which is not concluded. If the firm has agreed a fixed fee with you and the matter has not concluded, the fees will be the lesser of the fixed fee and a sum calculated by reference to the time spent (in each case exclusive of VAT, disbursements and expenses).
- 5.8 If the firm agrees to a conditional fee, discount fee or contingent fee arrangement with you, the basis upon which the firm may charge fees, disbursements and expenses on a matter that has not been concluded will be governed by a specific document setting out the conditional fee / discount fee / contingent fee arrangement.
- 5.9 There may be circumstances in which you will be responsible for paying the legal costs of a third party. Any figures the firm has quoted to you do not include such third party costs. If this responsibility arises, the firm will discuss it with you before making any commitment on your behalf.
- 5.10 Where the firm has been instructed on a matter jointly by one or more persons, you shall be jointly and severally liable in respect of the obligations which exist under the Agreement. The firm may release or compromise in whole or in part the liability of either / any of you under the Agreement or grant any time or other indulgence to either / any of you without releasing or reducing the liability of the other or others, who shall continue to be jointly and severally liable.

- 5.11 If you are dissatisfied with our charges you are entitled to complain in writing in which case we will respond in accordance with the firm's complaints procedure. You can also object to our charges by making a complaint to the Legal Ombudsman, applying to the Court for an assessment of the bill under Part III of the Solicitors Act 1974 or by seeking a remuneration order from the Law Society.

6. PAYMENT OF FEES

- 6.1 In the absence of any other agreement with you, the firm's bills are payable on receipt. If payment in full is not received by the firm within fourteen days of any bill, the firm shall be entitled either:

- (a) to charge interest on the outstanding amount from the date payment fell due until payment is received in full (whether before or after any judgment has been obtained by the firm) at the rate for the time being payable on judgement debts, such interest to accrue on a daily basis and be compounded quarterly; or
- (b) if it applies, to claim interest and compensation in accordance with the Late Payment of Commercial Debts (Interest) Act 1998;

whichever the firm elects.

In any event, the firm reserves the right to suspend our work for you until any and / or all of the firm's bills (including for the firm's charges or third party charges or disbursements or expenses) and any relevant VAT have been settled in full. The firm also reserves the right to exercise its lien over any money, papers or property belonging to a client that are in our possession until full payment of our bills has been received.

- 6.2 Where the firm holds or receives monies on your behalf or if any monies are payable on completion of a matter, the firm shall be entitled to deduct from those monies any amount owed by you to the firm in respect of any unpaid bills, including bills in respect of other matters. Subject to this right to make a deduction, the firm will account to you for any monies received by the firm in the course of, or on completion of, a matter unless the firm has previously agreed in writing to the contrary.
- 6.3 It is the firm's common practice to render bills on an interim basis covering work already undertaken on matters. Any interim bill in contentious business will be the only and final bill for the period to which it relates in respect of fees and expenses incurred and disbursements invoiced to the firm during the period.
- 6.4 The firm reserves the right from time to time:
- (a) to require payment on account of the fees, disbursements and expenses which are anticipated in the following weeks or months and the firm reserves the right to cease to act for you in the event that you refuse to make such a payment; and / or

- (b) in the case of instructions from limited companies or limited liability partnerships, to require a guarantee of the payment of fees, disbursements and expenses to be given personally by the directors or members giving instructions on behalf of the company or limited liability partnership; and / or
- (c) to withhold the completion of a transaction until cleared funds have been received in respect of the firm's costs and disbursements.

- 6.5 The firm reserves the right to refuse any payment in cash and the maximum amount that will be accepted in any event is £1,000.
- 6.6 Unless otherwise agreed with you, the firm requires all payments to be in sterling.
- 6.7 If agreement is reached that a third party who is not a client of the firm is to be responsible for the payment of your fees, you will remain liable for payment notwithstanding such agreement. We shall endeavour to ensure that the third party makes payment by way of reimbursement to you if you instruct us to do so. Please note, however, the firm's bill will be addressed to the client who has received the legal services. We will not provide a VAT invoice to anyone other than the recipient of our services. This is to ensure the firm's compliance with the Value Added Tax Act 1994.

7. CLIENT ACCOUNT, INTEREST AND COMMISSIONS

- 7.1 The firm will account to you for interest in excess of £40 on money held by the firm on your behalf in accordance with the SRA Accounts Rules.
- 7.2 The firm will account to you for any commission the firm receives from the third party in relation to the matter the firm is handling for you.
- 7.3 Banks and building societies pay gross rather than net interest due on monies held by the firm on your behalf. The payment of any tax due on this interest is entirely your responsibility.
- 7.4 If residual funds remain on the client account at the end of a matter, we will contact you to arrange repayment of funds due to you. If the money remains unclaimed for more than 30 days after writing to you (by post or by email), you consent for the disposal of any sums under £500 on each matter to paid to a charity of the firm's choice.

8. FINANCIAL, TAX AND INSURANCE ADVICE

- 8.1 The firm is not authorised by the Financial Conduct Authority ("FCA") under the Financial Services and Markets Act 2000 (as amended) but the firm is able under certain circumstances to offer a limited range of investment services to clients. The firm can provide these investment services if they are an incidental part of the professional services the firm has been engaged to provide. Please note, however, that we do not and will not advise you on the tax implications of your instructions but we can always recommend suitable persons or firms to provide such advice.
- 8.2 Unless expressly agreed to the contrary, the scope of this firm's work for you will not include tax or other financial advice.

- 8.3 During the matter, if you need advice on investments, we may refer you to someone who is authorised by the Financial Conduct Authority, as we are not so authorised. 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 by the legal work that we are doing for you.
- 8.4 Although we are not authorised by the Financial Conduct Authority, 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 <https://register.fca.org.uk/s/>
- 8.5 In the event of our recommending an insurance policy (for example for defective title) we confirm:
- that the market will be researched before any recommendation is made, and
 - that we will provide you with a “demands and needs” statement based on the information provided by you, along with reasons for recommending a policy.

9. STORAGE OF PAPERS AND DEEDS

- 9.1 We hold our files and all associated papers electronically wherever possible. Generally, all paper correspondence and file documentation will be scanned and retained electronically, with the original documentation being destroyed.
- 9.2 Any hard copy document bearing an original signature (other than correspondence), such as contracts, deeds, guarantees or certificates, will usually be scanned to our electronic file and returned to you unless there is a good reason for us to hold them for you.
- 9.3 If you would prefer to receive any correspondence received by us in relation to your matter which would ordinarily be scanned and destroyed, please let us know now. Otherwise, you are agreeing that we can deal with our file in accordance with these Terms of Business.
- 9.4 At the conclusion of a matter the firm will retain the papers for as long as is reasonably necessary. The money laundering regulations require us to keep records of our identity checks and other client due diligence for five years from the end of our relationship with you. We will retain such data for longer than the five year statutory period to align with our default retention periods, unless you tell us otherwise. By accepting these Terms of Business, you consent to us retaining client due diligence documents as aforementioned. Details of retention periods are available in our Data Retention Policy which is available on request from our Data Protection Manager, at the above address (see paragraph 3).
- 9.5 Once the data retention period has been reached, we will usually destroy / delete the file. In agreeing to these Terms of Business, you consent to the destruction or deletion of the file or electronic file after the retention period has expired. If you wish to receive a copy of those parts of the file or electronic file to which you are entitled at any time prior to destruction / deletion, please contact Michelle Watts-Curnow, the firm’s Compliance Officer for Legal Practice, at the above address (see paragraph 3).

9.6 The firm provides a safe custody service for clients' wills and lasting power of attorneys. Subject to full payment of the firm's bills we will return deeds and documents of title to you upon completion of the matter. The firm's current policy enables it to provide this storage without charge, but if this policy changes in the future and the firm needs to make a charge, you will be given advance notice to enable you to make alternative arrangements should you so wish. The firm reserves the right to subcontract the safe custody service.

9.7 The firm reserves the right to make an administrative charge should the firm be required to do more than merely store and retrieve documents from safe custody.

10. MONEY LAUNDERING, CLIENT VERIFICATION, PRIVILEGE AND DATABASE CHECKS

10.1 The firm is obliged to comply with legislation relating to the prevention of money laundering, the prevention of terrorism and dealing with criminal property. The legislation includes a requirement that the firm verifies the identity of its clients and in certain circumstances the firm is required to disclose information to the National Crime Agency ("NCA") without notifying a client of such disclosure. In certain circumstances, the firm may also be required to make a report to and liaise with the Office of Financial Sanctions Implementation ("OFSI") or other similar authorities if the firm suspects the client or any other party involved in a transaction is a designated person under the financial sanctions regime.

10.2 Other than in exceptional circumstances, the firm will not commence work for a new client until verification of the identity of that client has been completed. In any event the required proof of identify must be provided to the firm as soon as reasonably practicable after contact has first been made. If work has commenced, the firm reserves the right to cease work and / or terminate the Agreement if appropriate verification of identity is not provided on request.

10.3 There may be circumstances in which information which the firm would otherwise be required to disclose to the NCA or the OFSI is privileged and cannot, therefore, be disclosed without a client waiving such privilege. By accepting these Terms of Business you are waiving any right of privilege you may have insofar as such waiver is required before the firm may make such a disclosure to the NCA or the OFSI.

10.4 To comply with our legal obligations as referred to above and to manage our business, the firm undertakes credit and other database checks on individual clients:

10.4.1 If the client is a company, the firm may undertake credit and other database checks on the company and its directors, shareholders and / or other senior employees or persons with significant control;

10.4.2 If the client is a partnership, the firm may undertake credit checks and other database checks on the partnership and its individual partners;

10.4.3 If the client is a sole trader, the firm may undertake credit checks and other database checks on the owner of the business;

- 10.4.4 If the client is a trust or a charity, the firm may undertake credit checks and other database checks on the charity / trust and its trustees and / or vested beneficiaries with 25% of more interest.

This may involve checking the details you supply against those held on any database to which the firm's credit reference agency has access and who may keep a record of that information. This includes information from the Electoral Register, credit reference agencies and fraud prevention agencies as well as checking sanctions lists and lists to identify politically exposed persons. Please note credit reference agencies may disclose information provided to them, as well as the fact that a search was made, to its other customers and for the purposes of assessing the risk of giving credit and occasionally to prevent fraud, money laundering and to trace debtors. Please refer to the Credit Reference Agency Information Notice, found on our [website](#) to understand how credit reference agencies process your personal data.

A record of each search will be kept. The information received may be used for the prevention of money laundering as well as the management of the financial terms of the firm's retainer with you. By accepting these Terms of Business you are signifying your willingness for such checks to be undertaken. In addition, the firm reserves the right to require clients to provide trade or business references.

Important: If you provide personal data to us about the individuals listed above (such as company directors, shareholders or employees) you must ensure that you are entitled to disclose that personal data to us and that the individual is aware of the purposes for which you have disclosed their information to us (we will not take steps to verify whether this is the case).

11. CONFLICT OF INTEREST

- 11.1 Under the Solicitors Regulation Authority Standards and Regulations, we are obliged to notify clients of any potential conflict of interest that may arise in connection with the buying and selling of land. We are not allowed to act on behalf of the buyer and seller in a residential conveyancing transaction, unless we consider that there is no conflict of interest or any significant risk of a conflict of interest arising. The firm's decision in this regard will be final. We reserve the right to decline to act should we consider that we are conflicted, in accordance with our professional obligations.
- 11.2 If we do act on behalf of two clients, where we have decided that there is no conflict of interest or significant risk of a conflict of interest, they will each be represented by separate fee earners within the practice who will keep all instructions that you have given to them confidential, unless your consent to disclose information has been provided to us. Any information that the client specifically does not wish to be disclosed to the other party must be expressly identified to the fee earner concerned, so that there is no risk of breach of confidentiality.
- 11.3 It may be that during the course of the transaction a conflict of interest or a significant risk of a conflict of interest arises. In those circumstances we may have to decline to act on behalf of either one or both clients depending on the nature of the conflict.

11.4 For matters which are not residential conveyancing matters, we will consider acting when clients have a substantially common interest in relation to the matter and, on the basis of the instructions that we have received, we do not believe that a conflict of interest will arise or that there is likely to be a situation where a breach of confidentiality could arise. Each client's acknowledgement and confirmation of agreement with the above will be signified by their signature on a letter sent to them setting out relevant details (or by email confirmation regarding the same).

12. DATA PROTECTION

12.1 We use your personal data primarily to provide legal services to you, but also for related purposes (including for the purposes of preventing money laundering and / or terrorist financing) as described in our Privacy Notice which can be found on our website www.rdplaw.co.uk or in hard copy or e-mail format upon request. We may amend our Privacy Notice from time to time, so please check our website to make sure you have the most up to date version.

12.2 Our use of your personal data is subject to your instructions, the Data Protection Act 2018, the UK GDPR and other relevant UK legislation and our professional duty of confidentiality.

12.3 RDP Law Limited is a data controller for the purpose of the Data Protection Act 2018, the UK GDPR and other relevant data protection legislation. We have nominated Sioned Thomas as the firm's Data Protection Manager for this purpose.

12.4 We take your privacy very seriously. Please read our Privacy Notice carefully as it contains important information on:

- what personal data we collect about you and how that data is collected;
- how, why and on what grounds we use your personal data;
- who we share your personal data with;
- where your personal data is held and how long it will be kept;
- whether your personal data may be transferred out of the European Economic area and, if so, the measures taken to protect that data;
- your rights in relation to the personal data we hold or use;
- the steps we take to secure your personal data;
- how to make a complaint in relation to our use of your personal data; and
- how to contact us with any queries or concerns in relation to your personal data.

12.5 Promotional communications

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

13. INFORMATION, INTELLECTUAL PROPERTY RIGHTS AND CONFIDENTIALITY

- 13.1 You agree to disclose to the firm in a timely way all information which is necessary or reasonably relevant to the matters on which the firm is instructed by you. You shall ensure that all such information is true, accurate and not misleading. You shall notify the firm in writing as soon as reasonably practicable upon becoming aware of anything which is inconsistent with any information you or someone acting for or representing you, has disclosed to the firm or which renders any such information untrue, inaccurate or misleading.
- 13.2 Unless otherwise agreed in writing by the firm, all copyright and other intellectual property rights in all documents, materials and / or software created by the firm in connection with your matters (including, without limitation, letters, emails, reports, pleadings, advice, contracts and data) and / or which the firm otherwise makes available to you (together "Documents") shall belong to the firm absolutely. You shall be entitled to use any Documents in accordance with the provisions of paragraph 13.3 below.
- 13.3 Documents are for your sole use in connection with the matter(s) for which they have been created only. You agree not to use them in any other manner, disclose or make them available to any third party without the firm's prior written consent or copy or reproduce them, save to the extent necessary for the purpose of the matter(s) to which they relate.
- 13.4 Under the rules which regulate the professional conduct of all solicitors, the firm is required to keep confidential any information about the firm disclosed to you which is either marked or otherwise indicated as being confidential or which a reasonable person would regard as confidential. This includes the terms of the Agreement.
- 13.5 Nothing in paragraph 13.4 above shall prevent:
- (a) you from using or disclosing any Documents in accordance with your rights under paragraph 13.3 above;
 - (b) the firm from disclosing any confidential information relating to you to other professional advisers or third parties as may be necessary in the proper performance of the firm's services and / or in accordance with the firm's respective rights and obligations under or referred to in these Terms of Business (including disclosure to the NCA in accordance with paragraph 10 above) and/or to its insurers;
 - (c) the firm from disclosing any confidential information relating to you, including your personal data as identified within the firm's Privacy Notice, which can be found on the firm's website: www.rdplaw.co.uk;
 - (d) you from disclosing any confidential information relating to the firm to any other person within your company or organisation to the extent strictly necessary for the proper performance of your business and/or to any person(s) with whom you have jointly instructed the firm and / or to other professional advisers in the course of the provision of advice to you;

- (e) the firm from using techniques, ideas and other know-how gained during the performance of your matters in the furtherance of other client work, provided this does not result in disclosure of confidential information contrary to the firm’s professional obligations to you;
- (f) the firm, or any director, employee or agent of the firm taking such steps as are necessary or desirable in order to comply with the professional or ethical rules or guidelines of any relevant professional body of which the firm or any director, employee or agent of the firm is or may become a member or to comply with any applicable law or regulation with which it is necessary for the firm, or any such person, to comply with; or
- (g) the firm from providing any information and/or due diligence documents to our bank, if required. Specifically, the anti-money laundering guidance which UK banks and other financial services 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 the 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 on request. In the event our bank requests information about the beneficial owners (i.e. you) of our pooled client account, we have a legal obligation to disclose any information we have gathered as part of our client due diligence to them;

provided that in all cases reasonable endeavours are used by the party making any disclosure of confidential information in the manner described in this paragraph 13.5 to ensure that any person(s) to whom the confidential information is disclosed is informed of its confidential nature and does not disclose it to any other person.

13.6 For the purpose of this paragraph 13, confidential information shall not include any information which is in or enters the public domain other than in breach of these Terms of Business, which is already in the firm’s or your possession (without the relevant party being subject to an obligation of confidentiality in respect of it) before it was disclosed by the other party, or which either the firm or you obtained from a third party who is lawfully authorised to disclose such information and who did not obtain such information from the other party.

14. EMAIL

14.1 Your attention is drawn to the potential lack of security and confidentiality when using email for communication and the risks that may thereby be incurred when dealing with matters which are of a particularly sensitive or confidential nature. In agreeing to these Terms of Business, you accept these risks. We do not routinely encrypt emails, however, if you wish to receive encrypted emails please let us know.

14.2 If you or any person acting on your behalf publishes an email address or otherwise provides an email address to the firm it will be assumed that you consent to the use of email for all communications between the firm and you and / or that other person.

14.3 If you do not wish the firm to communicate with you and / or any person acting on your behalf by email, either generally or in specific circumstances, it is your responsibility to advise the firm accordingly. If you do not so advise the firm, the firm will not be responsible for the disclosure of information to any third party as a result of the firm having communicated to you and / or any person acting on your behalf by email, except to the extent that the firm has made that communication negligently.

15. THE LIABILITY OF RDP LAW LIMITED

15.1 Any advice we give will be provided solely to you as our client and solely for the purpose for which we were instructed. Our advice may not be used or relied on for any other purpose or by any person other than you, without express prior written agreement.

15.2 The firm owes you a duty under the Agreement to provide its services with reasonable care and skill.

15.3 There is no contract between you and any director, employee or consultant of the firm. Any advice given to you, or any other work done for you, by a director, employee or consultant of the firm is given or done by that person on behalf of the firm and not in his or her individual capacity and no such person assumes any personal responsibility to you for the advice or work.

15.4 You agree that if, as a matter of law, a duty of care would otherwise be owed to you by any director, employee or consultant of the firm, such duty is hereby excluded and you agree that you will not bring any claim against any director, employee or consultant of the firm for any matter arising in any way out of the provision of services to you. Accordingly, any claim that you wish to make can only be made against the firm and not against a director, employee or consultant of the firm.

15.5 You also agree that the liability of the firm in respect of any claim or action which arises as a result of the services the firm provides to you shall not exceed £3,000,000 or the amount (if any) specified in the Legal Services Agreement.

15.6 RDP Law Limited is covered by professional indemnity insurance, limited to £3,000,000. The contact details of the firm's insurers are available on request.

15.7 Where the firm has been instructed on a matter jointly by two or more persons, any limit on the firm's liability specified in the Legal Services Agreement shall apply to you as if you were one person. If the basis on which the limit on liability is to be allocated among you is not expressly stated in the Legal Services Agreement, such allocation will be a matter entirely for you and the persons with whom you have jointly instructed the firm. If, for whatever reason, no such allocation is agreed by you, then you will not dispute the limit of liability on the grounds that no such allocation was agreed.

15.8 Without prejudice to paragraph 15.5 above, if you suffer any loss for which the firm and any other person are jointly, severally, or jointly and severally liable to you, the loss recoverable by you from the firm shall be limited so as to be in proportion to the firm's contribution to the overall fault in respect of the loss in question having regard to the relative contributions made to that fault by the firm, you and any other person.

- 15.9 If, as a result of any exclusion or limitation of liability agreed by you with any other person:
- (a) the amount which the firm is able to claim as a contribution from such other person in connection with any claim brought by you against the firm is limited; or
 - (b) the firm's ability to make such a claim against such person is excluded;
- the liability of the firm to you in respect of your claim shall be reduced by an amount equal to the amount of such reduction or exclusion (as applicable).
- 15.10 If we are prevented by circumstances beyond our reasonable control from providing the services we have undertaken to perform for you, we will immediately notify you of the nature and extent of such circumstances. If as a result of those circumstances we are unable to meet any deadline or complete the services by any estimate date of completion or at all:
- 15.10.1 any such failure on our part will not constitute a breach of the agreement between us;
 - 15.10.2 we will not be otherwise liable to you for any such failure to the extent that it is attributable to any such circumstances notified to you; and
 - 15.10.3 any estimated date for completion of the services will be extended accordingly.
- 15.11 We shall not be responsible for any failure to provide services on any issues which falls outside the scope of our engagement.
- 15.12 We shall have no responsibility to notify you of, or the consequences of, any event or change in the law (or its interpretation) which occurs after the date on which the relevant service is provided.
- 15.13 We shall not be liable for any indirect loss or damage or any loss of profit, income, anticipated savings, production or accruals arising in any circumstances whatsoever, whether in contract, tort, negligence, for breach of statutory duty or otherwise, and howsoever caused.
- 15.14 We shall not be liable for any failure to fulfil our obligations under the retainer where that failure is due to an event beyond our reasonable control, or where we have suspended our retainer for any reason whether set out in these Terms of Business or otherwise.
- 15.15 You agree that any claim relating to the retainer (in contract, negligence, tort, breach of statutory duty or otherwise) shall be brought against us within six years of the act or omission alleged to have caused the loss in question.
- 15.16 Nothing in this paragraph 15 shall be interpreted as excluding or limiting the firm's liability for death or personal injury caused by the firm's negligence, fraud or fraudulent misrepresentation, reckless disregard of its professional obligations or for any other matter to the extent that such exclusion or limitation would be prohibited by law.

16. ASSIGNMENT AND THIRD PARTY RIGHTS

- 16.1 You shall not assign, transfer or deal in any other manner with the Agreement or any of your rights under it without the firm's prior written consent.
- 16.2 Save as provided in paragraph 16.3 below, it is not intended by you or the firm that any other person should be entitled to enforce any term of the Agreement whether by virtue of the Contracts (Right of Third Parties) Act 1999 or otherwise, and any such right to do so is hereby excluded.
- 16.3 The terms of the Agreement may be enforced by any partner, consultant or employee of the firm subject to and in accordance with the terms of the Contracts (Rights of Third Parties) Act 1999 but the consent of any such director, consultant or employee shall not be required in order for all or any terms of the Agreement to be varied, amended, modified, suspended, cancelled, terminated or rescinded.

17. TERMINATION OF INSTRUCTIONS

- 17.1 The firm may cease to act for you for good reason and upon reasonable notice, or if you fail to pay any amount due to the firm within one month of the due date, or if you have refused or failed to pay within a reasonable time an amount requested on account of costs or fees to be incurred.
- 17.2 The firm reserves the right to cease to act for you if any Legal Services Agreement addressed to you is not returned to the firm duly signed by you.
- 17.3 The firm reserves the right to refuse to act should we consider that we are conflicted, in accordance with our professional obligations. The firm also reserves the right to refuse to continue to act if we become aware of a conflict of interest (or significant risk of a conflict of interest arising) during the course of a matter.
- 17.4 The firm reserves the right to refuse to act where we are unable to comply with or satisfy our professional or legal obligations in relation to our client due diligence procedures, this includes where you do not provide us with required identification documentation or where you do not provide us with satisfactory source of wealth or source of funds evidence or where acting for you would be in breach of sanctions or other legal, professional or ethical duties.
- 17.5 The firm reserves the right to cease to act for you if you or someone connected to your matter becomes a designated person (under the sanctions regime) at any time during the course of a matter, or is at the outset of an instruction.
- 17.6 The firm reserves the right to cease to act for you if we consider that we are unable to continue to act for professional reasons such as your instructions are unlawful, unethical or impractical including for any reasons set out elsewhere with these Terms of Business.
- 17.7 The firm reserves the right to cease to act for you if, in our opinion, we consider that there has been a breakdown in trust and confidence between us.

- 17.8 The firm reserves the right to cease to act for you where there is a lapse in your instructions such that we reasonably assume that you no longer wish us to act.
- 17.9 The firm reserves the right to cease to act for you if you become or we consider it likely that you will become insolvent or, in our reasonable opinion, you will have difficulty paying us in accordance with these Terms of Business.
- 17.10 If the firm ceases to act for you, you will remain responsible for all costs, expenses, disbursements and third party costs, as well as VAT where applicable, up to the date of termination and for any costs, expenses, disbursements and applicable VAT incurred in relation to the transfer of your work to another firm (if applicable). The firm reserves the right to exercise its lien over any money, papers or property belonging to a client that are in our possession until full payment of our bills has been received.

18. WITHDRAWAL OF INSTRUCTIONS

This document together with the Legal Services Agreement constitute the terms of the Agreement between you and RDP Law Limited. The Agreement is effective from the date of the Legal Services Agreement but in accordance with Consumer Contract Regulations 2013 (“the Regulations”) if the Agreement was made away from our premises and is, accordingly, an “off-premises” contract within the meaning of the Regulations you are entitled to cancel it at any time within 14 days from the date you received the Legal Services Agreement without incurring any liability to us. You may cancel by providing us with a clear statement in writing, either by letter or by email, or by telephone indicating your wish to cancel. If you cancel the contract within that 14 day period, but in the meantime you instruct us to carry out an item of work and we carry it out, you would be liable to pay our reasonable costs for that work. Also, if you authorise us to commence work and thereafter give notice of cancellation, by which time we have completed the matter, again you would be liable to pay our reasonable costs for that work. However, subject to this point, if you exercise your cancellation right, you would not be charged for our services.

Should you wish to obtain a copy of the Standards and Regulations that RDP Law Limited must comply with please refer to the Solicitors Regulation Authority Website at www.sra.org.uk .

19. FUTURE INSTRUCTIONS

Unless otherwise agreed, the Agreement shall apply to all future instructions given to the firm by you on other matters. Unless an alternative arrangement has been agreed with the firm pursuant to paragraphs 5.1 and / or 5.2 above, the hourly rates applicable in relation to any future instructions will be those applying at the date of such instructions and subject to the bi-annual review referred to in paragraph 5.2. In each case, any right to withdraw instructions pursuant to the Consumer Protection (Distance Selling) Regulations 2000 will run from the date of such future instruction.

20. GENERAL PROVISIONS

- 20.1 The Agreement (including these Terms of Business) shall be governed by and construed in accordance with the laws of England and Wales whose courts shall have exclusive jurisdiction over any dispute.

- 20.2 No delay or failure by either you or the firm in enforcing any rights under the Agreement and / or any partial exercise of any such rights will constitute a waiver of or affect or restrict in any way the relevant party's rights and powers under the Agreement. Any formal waiver by either you or the firm of a breach of default will not constitute a waiver of any other breach or default or prevent either you or the firm from subsequently requiring compliance with the waived obligation.
- 20.3 If any of the provisions of the Agreement becomes or is held to be of no effect or unenforceable whether by operation of law or by reason of uncertainty or otherwise it shall not affect the validity of the remainder of the Agreement.

21. EQUALITY AND DIVERSITY

This firm is committed to equality and diversity in all its dealings with clients, third parties and employees. Please contact us if you would like a copy of our Equality and Diversity Policy.

APPENDIX

SPECIAL AND ADDITIONAL TERMS OF BUSINESS FOR CONTENTIOUS WORK (excluding matrimonial, Private Children law and Family Law Act 1996 injunction work)

There are a number of specific points that you should be aware of when involved in litigation (including arbitration) whether as a Claimant or Defendant.

1. The conduct of litigation is subject to the control of the court, which ultimately determines the progress to trial. You must bear in mind that the outcome of litigation is inherently uncertain and whilst you will be advised properly throughout, we cannot guarantee that any case or claim will be successful.

Since the implementation of the Civil Procedure Rules on 24th April 1999 (“CPR”) the courts are under an obligation to deal with cases justly and in a particular manner. The Court emphasizes that parties to litigation must act:-

- Reasonably prior to the commencement of litigation e.g. have attempts been made to negotiate or narrow the issues?
- Reasonably during the course of the proceedings e.g. you can only litigate relevant issues. You must try and achieve common ground and minimize the issues in dispute. You must, for example, consider the joint instruction of experts.
- Cases must be dealt with at proportionate cost to the issues involved.

You will be required to sign your statement of case and your Witness Statement in the following manner, “I believe that the facts stated in this [witness statement] are true. I understand that proceedings for contempt of court may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth.” If you do not hold that honest belief, this is a serious offence and you could be found in contempt of court. If you are, you could go to prison for up to 2 years, get a fine, or both.

If you do not act reasonably prior to and during the conduct of litigation the court imposes heavy sanctions in costs orders against you.

In addition the Court will now seek to enforce compliance with Court Rules, practice directions and Court Orders and you must therefore provide instructions in a timely manner to ensure compliance.

You should also consider and discuss with us the cost-benefit (or risk-reward ratio) in respect of litigious matters.

Alternative Dispute Resolution: there are other methods of resolving a dispute other than through the courts which may be appropriate. You must tell us if you require further information in alternative dispute resolution.

2. It is important that you understand that you will be responsible for paying our bill(s). Even if you are successful, the other party may not be ordered to pay all our charges (including disbursements and expenses) or these may not be recovered from them in full. If this happens, you will have to pay the balance of our charges (including disbursements and expenses).
3. The court has a very wide discretion in determining which party(ies) should bear the costs of the proceedings. This is normally exercised so as to effectively require the unsuccessful party to pay a proportion of the successful party's costs (normally 60-70%).
4. This general discretion will however be influenced by the party's conduct in proceedings and compliance with Court Rules, practice directions and Court Orders.
5. Only in exceptional cases will the court award the successful party a right to full costs. You should therefore assume that, even if your action is successful, there will be additional costs payable to us over and above anything recovered from the other party. If the other party is legally aided, it is most unlikely that you will recover ANY of your charges (including disbursements and expenses), even if you win the case.
6. In some circumstances, and usually if you lost the case, the court may order you to pay the other party's legal charges, disbursements and expenses. This will be payable in addition to our charges (including disbursements and expenses). If an interim award of costs is made against you by the court, you will be expected to pay such an award normally within 14 days. If payment is not made by you your defence or claim may be struck out or stayed. We are obliged to advise you of an adverse costs order within 7 days of the order being made.
7. As a result of changes in the Civil Procedure Rules that took effect from 01 April 2013, any premium that is paid for such insurance will not be recoverable from the losing party.
8. We will discuss with you whether your charges (including disbursements and expenses) might be paid by another person. We will also discuss whether charges (including disbursements and expenses) and your liability in whole or in part for another party's legal charges, disbursements and expenses, may be covered by insurance and, if not, whether it would be advisable for you to obtain such insurance.
9. **Alternative funding:** it may be possible to agree that we are paid on the basis of a conditional fee (in limited circumstances we can agree to a contingent fee or damages based agreement). This means that we would be paid only in the event that the action is successful. We would however charge you more than our usual fee.

As well as conditional fee arrangements there are certain commercial insurance-based schemes which may also be available. We are not in a position to advise you as to which of these schemes may be appropriate, but by way of illustration refer you to a scheme produced by Greystoke Legal Services Limited called Law Assist. For a premium to be paid on the individual case, Law Assist can provide cover for not only our costs but also the Defendant's costs. So far as our costs are concerned, this effectively acts as a loan which is repayable at completion of the action. In the event that the case is won then the bulk of the loan would be repayable by the Defendants. So far as the opponent's costs are concerned if the action is wholly unsuccessful then the policy will cover the costs payable to the Defendants.

You must tell us if you require further information on alternative funding options, failing which you will be charged on the normal hourly rate incurred basis.

10. If you have legal fees and expenses insurance you should be aware that insurers rarely pay bills before completion of the case. You will remain liable to pay our bills when rendered during and at the end of a case even if you have not yet been indemnified by your insurers.
11. If you discontinue an action, the other party is entitled to have the court make an order that you pay their legal charges, disbursements and expenses.
12. If you are successful and the court orders the other party to pay some or all of your legal charges, disbursements and expenses, you MAY also be entitled to interest on such from the date of the court order. We will account to you for such interest obtained to the extent that you have paid our charges or disbursements or expenses on account, but we are entitled to the rest of that interest.
13. You will also be responsible for paying the costs of seeking to recover any charges, disbursements and expenses that the court orders the other party to pay.
14. In cases before an Employment Tribunal, the Tribunal very rarely orders an unsuccessful party to pay the other party's legal charges, disbursements and expenses and you should not expect to recover any of our charges, disbursements or expenses from the other party even if you are successful.
15. Our agreement is a contentious business agreement under Section 59 Solicitors Act 1974.
16. By accepting the totality of our Terms of Business, a court will be unable to review the hourly rates unless the court finds that the agreement is unreasonable after an application to the court. If you object to the amount of costs charged in our bill, you will be entitled to ask the court to assess the reasonableness of the time spent but not the hourly rates.