

MILNE MOSER

SOLICITORS

TERMS OF BUSINESS

Contents

1	Our contract with you.....	1
2	About us.....	2
3	About you.....	2
4	Our responsibilities and your responsibilities.....	2
5	Scope of our legal services.....	3
6	Service standards.....	4
7	Our liability to you.....	5
8	Our charges and billing.....	6
9	Direct debit.....	7
10	Confidentiality & outsourcing.....	7
11	Privacy and data protection.....	8
12	Banking and related matters.....	9
13	Prevention of money laundering and terrorist financing.....	11
14	Financial services.....	12
15	Professional indemnity insurance.....	13
16	Unregulated services.....	13
17	Complaints.....	14
18	Terminating your instructions.....	15
19	Storage and retrieval of files.....	15

Our contract with you:

- 1.1 These **Terms of Business** (as updated from time to time) apply to all work we do on your behalf. It is an important document—please read and keep it in a safe place for future reference.
- 1.2 Each time you instruct us on a new matter we will send you a letter confirming your instructions and setting out the scope of the work we will carry out for you, our fees and individual contact details. This is called the **Engagement Letter**. These Terms of Business should be read together with the Engagement Letter—together they form the contract between us.
- 1.3 If there is any inconsistency between our Terms of Business and the Engagement Letter, the Engagement Letter will take priority.
- 1.4 Your continuing instructions in this matter will amount to your acceptance of these Terms of Business.

- 1.5 Unless otherwise agreed, these Terms of Business will apply to all future instructions you give us on this or any other matter.
- 1.6 These Terms of Business are subject to change from time to time and are updated on our website at www.milnemosersolicitors.co.uk
- 1.7 This contract and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.

2 About us

- 2.1 Milne Moser Solicitors is a partnership and our main business address is 100 Highgate, Kendal, Cumbria, LA9 4HE. A list of partners can be inspected at this address.
- 2.2 You can find details of the postal address, fax number, telephone number and email address of each office on our website at www.milnemosersolicitors.co.uk
- 2.3 Milne Moser Solicitors is authorised and regulated by the Solicitors Regulation Authority (SRA), The Cube, 199 Wharfside Street, Birmingham, B1 1RN. The SRA is the independent regulatory arm of the Law Society of England and Wales, our professional body. Milne Moser Solicitors, our solicitors, Registered European Lawyers and Registered Foreign lawyers are governed by Codes of Conduct and other professional rules, which you can access on the SRA's website at www.sra.org.uk or by calling 0370 606 2555. Our SRA authorisation number is 52314. All services provided by Milne Moser Solicitors are regulated by the SRA.
- 2.4 We are registered for VAT purposes. Our VAT registration number is 154 1904 78.
- 2.5 Where we say 'we', 'us' or 'our' in these Terms of Business, we mean Milne Moser Solicitors.

3 About you

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

4 Our responsibilities and your responsibilities

What you can expect of us:

- Treat you fairly and with respect.
- Communicate with you in plain language.
- Review your matter regularly.
- Advise you of any changes in the law that affect your matter.

- Advise you of any reasonably foreseeable circumstances and risks that could affect the outcome of your matter.

What we expect of you:

- Provide documents when we ask for them and respond promptly when we ask for instructions or information.
- Notify us if your contact details change.
- Tell us immediately if your expectations change or if you are not sure you understand what we have discussed.
- Inform us of any time limits or objectives that might not be obvious to us.
- Notify us immediately if you receive any email or other communication purporting to be from the firm stating that we have changed our bank details or payment arrangements.
- Let us know about any other changes that may affect the way we deal with your matter.

5 Scope of our legal services

5.1 The scope of the services we will provide is set out in the Engagement Letter.

5.2 We will provide legal advice and services to you with reasonable care and skill. However, the nature of many types of legal work means that it is not possible to guarantee a particular outcome.

5.3 Unless otherwise agreed in writing, we will advise only on English law and to the extent that it has any bearing on English law.

5.4 We will not advise on surveying, valuation, commercial viability, trading or marketability issues. We only advise on tax when we have expressly agreed in writing to do so. Except as described at section 14 (**Financial services**), we do not provide financial services or advice.

5.5 If you ask us to obtain advice from another law firm, that firm will be responsible for the service and advice they provide.

5.6 Unless otherwise agreed in writing, our advice and any documents we prepare:

5.6.1 are for use only in connection with the specific matter on which we are instructed, can only be relied on by you; and

5.6.2 reflect the law in force at the relevant time.

6 Service standards

6.1 We are normally open between 9.00 am and 5.00 pm from Monday to Friday. We may be able to

arrange appointments outside of these hours, in cases of emergency. We are closed on all bank holidays.

- 6.2 We usually arrange meetings at our offices, but can also arrange meetings at your home, your business, or at hospital, depending upon your needs and requirements.
- 6.3 To ensure that we maintain our excellent service standards, we may occasionally close our offices for staff training. We will seek to give you as much advance warning of this, as possible.
- 6.4 We will update you by telephone or in writing (including by email) with progress on your matter regularly and explain to you the legal work required as your matter progresses.
- 6.5 We may also communicate with you via an encrypted document sharing system called 'Law Connect', which is accessed through a secure, password protected portal. If we decide to communicate with you via this method, we will supply you with the details necessary to enable you to create a secure login and password.
- 6.6 We will update you at appropriate intervals on the likely timescale for each stage of your matter and any important changes in those estimates. Whenever there is a material change in circumstances associated with your matter, we will update you on whether the likely outcomes still justify the likely costs and risks.
- 6.7 We will update you on the cost of your matter at the intervals set out in the Engagement Letter. If appropriate, we will continue to review whether there are alternative methods by which your matter can be funded.
- 6.8 We are committed to acting in a way that encourages equality, diversity and inclusion in all our dealings with clients, third parties and employees. Please contact us if you would like a copy of our equality and diversity policy.

7 Our liability to you

- 7.1 Your contract is solely with Milne Moser Solicitors. No employee, agent or consultant of Milne Moser Solicitors will have any personal legal liability for any loss or claim, save for the partners of Milne Moser Solicitors.
- 7.2 Unless explicitly agreed otherwise, in writing:
 - 7.2.1 we do not owe, nor do we accept, any duty to any person other than you; and
 - 7.2.2 we do not accept any liability or responsibility for any consequences arising from reliance upon our advice by any person other than you.
- 7.3 We are not responsible for any failure to advise or comment on matters falling outside the scope of our instructions, as set out in these Terms of Business and the Engagement Letter.

- 7.4 Our maximum liability to you (or any other party we have agreed may rely on our services) in relation to any single matter or any group of connected matters which may be aggregated by our insurers will be £2,000,000 including interest and costs unless we expressly state a different figure in the Engagement Letter.
- 7.5 If you are a business client, we will not be liable for any of the following (whether direct or indirect):
- 7.5.1 losses not caused by any breach of contract or tort on the part of the firm;
 - 7.5.2 loss of revenue;
 - 7.5.3 loss of profit;
 - 7.5.4 loss of or corruption to data;
 - 7.5.5 loss of use;
 - 7.5.6 loss of production;
 - 7.5.7 loss of contract;
 - 7.5.8 loss of opportunity;
 - 7.5.9 loss of savings, discount or rebate (whether actual or anticipated); and
 - 7.5.10 harm to reputation or loss of goodwill.
- 7.6 If you are a consumer client, we will not be liable for:
- 7.6.1 losses that were not foreseeable to you and us when this contract was formed;
 - 7.6.2 losses not caused by any breach on the part of the firm; and
 - 7.6.3 business losses, including losses sustained by any individual not acting for purposes of their trade, business, craft or profession.
- 7.7 Nothing in these Terms of Business shall exclude or restrict our liability in respect of:
- 7.7.1 death or personal injury caused by our negligence;
 - 7.7.2 fraud or fraudulent misrepresentation;
 - 7.7.3 any losses caused by wilful misconduct or dishonesty;
 - 7.7.4 any other losses which cannot be excluded or limited by applicable law.
- 7.8 Please ask if you would like us to explain any of the terms above.

8 Our charges and billing

- 8.1 The estimated fee that we will charge for acting for you in this matter is detailed in our Engagement Letter. Our present charging rates are also detailed in our Engagement Letter.
- 8.2 Our charging rates are reviewed annually, and if for any reason they change before your matter has completed, we will let you know and advise you of the new rates in writing.
- 8.3 You are liable to pay legal costs as set out in the Engagement Letter, which also states the arrangements for billing. We will usually discuss this with you at the outset of your matter.
- 8.4 We may deliver our bills to you electronically. Please let us know if you have any particular requirements for the delivery of our bills.
- 8.5 Our bills become due for payment within 14 of days and in the currency in which they are submitted.
- 8.6 Please inform us if you would like a third party to be responsible for paying our bills or any part of them. We must approve this in advance, and we will need the party's name, contact details and any other information or identification documents we request. It is your responsibility to pay our bills even if someone else has agreed to pay some or all of them and our bills will still be addressed to you. If someone else does pay some of our bills, you are responsible for paying the rest.
- 8.7 We may charge interest on overdue bills on a daily basis at the rate applicable to judgment debts.
- 8.8 We may cease acting for you if an interim bill remains unpaid after 14 days or if our reasonable request of a payment on account of costs is not met.
- 8.9 You have the right to challenge or complain about our bill. Please see the section 17 (**Complaints**) for details of how to complain about our bill.
- 8.10 You have the right to challenge our bill by applying to the court to assess the bill under the Solicitors Act 1974. The usual time limit for applying to the court for an assessment is one month from the date of delivery of the bill.
- 8.11 We can keep all your papers and documents while there is still money owed to us for fees and expenses.
- 8.12 Should it become necessary to pursue recovery of our costs by issuing proceedings in the County Court, any Judgment Order we obtain, will be enforced if the debt remains unpaid. Any costs incurred in making our application for a Writ of Control or indeed any other Order, will normally be added to the outstanding debt and will be recovered from you under the Writ of Control. However, should you pay the outstanding amount prior to the Court processing our application then, our application may be withdrawn if the Court Fee can be recovered; but, our costs of preparing the application will remain payable by you.

9 Direct Debit

- 9.1 We understand that some of our clients may want to spread the cost of their legal fees. We can, in most instances, offer an affordable and convenient way to pay, through our preferred provider, Premium Credit Limited.
- 9.2 Payments can be set up through direct debit and our fees can be paid over equal monthly instalments.
- 9.3 As with any credit arrangement, credit will be subject to status. To be eligible, you:
- must be 18 years old or over
 - must hold a UK bank account (capable of accepting direct debits)
 - must not have been declared bankrupt.
- 9.4 We use Premium Credit Limited to provide finance to our clients. We do not receive a commission for introducing clients to Premium Credit Limited.
- 9.5 Credit is subject to status and Premium Credit Limited may use a credit reference agency that leaves a record of the search or other information about you to carry out credit and anti-money laundering checks. They may also make credit assessments based upon any previous payment history you may have had with them.
- 9.6 Further details of our Premium Credit direct debit payment option can be found on our website, www.milnemosersolicitors.co.uk/direct-debit

10 Confidentiality & outsourcing

- 10.1 We will keep your information confidential, unless:
- 10.1.1 you consent to the disclosure of that information;
- 10.1.2 disclosure of the information is required or permitted by law; or
- 10.1.3 these Terms of Business state otherwise.
- 10.2 Unless you instruct us otherwise, email will be our default method of communication. We deploy a range of information security measures, but we cannot guarantee the security of information or documents sent by email. If you do not wish us to communicate information by email, please let us know.
- 10.3 Sometimes we ask other companies or people to carry out administrative tasks on our files to help us deliver efficient, cost effective legal services. We ensure all outsourcing providers operate under service agreements that are consistent with our legal and professional obligations, including in relation to confidentiality. For information on outsourcing in relation to your personal

data, see our Privacy Policy, which can be found on our website, www.milnemosersolicitors.co.uk/privacy-policy/

- 10.4 External organisations such as the Information Commissioner’s Office or Lexcel auditors and the SRA may conduct audit or quality checks on our practice from time to time. They may wish to audit or quality check your file and related papers for this purpose. We will require that these external organisations maintain confidentiality in relation to any files and papers which are audited, or quality checked.
- 10.5 To ensure that our clients’ matters are progressed as efficiently as possible, we use case management software which stores documents securely, in the Cloud. This infrastructure is maintained by industry leading cloud-platform provider Amazon Web Services (AWS) in multiple unmarked facilities within the Sydney, Ireland, and North Virginia regions. If you do not wish for your file and/or other information about you to be stored in such a way, please let us know at the outset of the matter, so that we can make the necessary arrangements.
- 10.6 Your files may also be reviewed in a due diligence exercise relating to the sale or transfer of all or part of our business, the acquisition of another business by us or the acquisition of new business. If you do not wish your file to be used in this way, please let us know as soon as possible.

11 Privacy and data protection

- 11.1 We use your personal data primarily to provide legal services to you, but also for related purposes such as administration, billing and record keeping and to inform you of our services and events that we think may be of interest to you.
- 11.2 Our use of your personal data is subject to your instructions, the General Data Protection Regulation (GDPR), other relevant UK and EU legislation and our professional duty of confidentiality.
- 11.3 We take your privacy very seriously. Please read our Privacy Policy carefully as it contains important information on how and why we collect, process and store your personal data. It also explains your rights in relation to your personal data. The Privacy Policy is available on our website at www.milnemosersolicitors.co.uk/privacy-policy/
- 11.4 We may record telephone calls and monitor emails for training, regulatory and compliance purposes.
- 11.5 We use third party service providers (including ‘cloud’ service providers) to help us deliver efficient, cost effective legal services. This may include document/information hosting, sharing, transfer, analysis, processing or storage. We ensure all third party service providers operate under service agreements that are consistent with our legal and professional obligations, including in relation to confidentiality, privacy and data protection. If you instruct us to use an alternative provider for storing, sharing or exchanging documents/information, we are not responsible for the security of the data or the provider’s security standards.

11.6 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 or products. You have the right to opt out of receiving promotional communications at any time, by:

11.1.1 contacting us by emailing us at solicitors@milnemoser.co.uk

11.1.2 using the 'unsubscribe' link in emails or 'STOP' number in texts; or

11.1.3 updating your marketing preferences on our online portal:
<https://portal.milnemoser.co.uk/>

11.7 Our work for you may require us to pass on such information to third parties, such as expert witnesses and other professional advisors, including advisors appointed by another party to your matter. We may also give such information to others who perform services for us, such as typing or photocopying.

12 Banking and related matters

12.1 Our client account

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

12.2 Changes to our bank details

12.2.1 We will never tell you of changes to our bank account details, by email. Please notify us immediately if you receive any email or other communication purporting to be from the firm, stating that we have changed our bank details or payment arrangements.

12.2.2 At the start of each matter, we will ask you to complete a form with your bank account details, which should be returned to us by post, or by hand. We are unable to accept notification of your bank details, or a change of those details, by email or over the telephone without further verification.

12.3 Payment of interest

12.3.1 We will pay a fair sum of interest to clients or third parties on client money we hold on their behalf.

12.3.2 We will not pay interest:

- (a) on money we are instructed to hold outside a client account in a manner that does not attract interest, e.g. cash held in our safe;
- (b) where the amount of interest is less than £50.00;

- (c) where we agree otherwise, in writing, with the client or third party for whom the money is held.

12.3.3 Please ask us if you would like to see our written payment of interest policy.

12.4 **Bank failure and the Financial Services Compensation Scheme**

12.4.1 We are not liable for any losses you suffer as a result of any bank in which we hold client money being unable to repay depositors in full. You may, however, be protected by the Financial Services Compensation Scheme (FSCS).

12.4.2 The FSCS is the UK's statutory fund of last resort for customers of banking institutions. The FSCS can pay compensation up to £85,000 if a banking institution is unable, or likely to be unable, to pay claims against it.

12.4.3 The limit is £85,000 per banking institution. If you hold other personal money in the same banking institution as our client account, the limit remains £85,000 in total. Some banking institutions have several brands. The compensation limit is £85,000 per institution, not per brand.

12.4.4. The FSCS also provides up to £1m of short-term protection for certain high balances, e.g. relating to property transactions, inheritance, divorce or dissolution of a civil partnership, unfair dismissal, redundancy, and personal injury compensation (there is no financial limit on protection for personal injury compensation). This is called the temporary high balance scheme and, if it applies, protection lasts for a maximum of six months.

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

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

12.5 **Receiving and paying funds**

12.5.1 The easiest way to pay funds to us is by electronic bank payment, or by cheque. We will send you details of our client account on our letterheaded paper, together with your unique matter reference, at the outset of each transaction, so that you can make electronic payments to us.

12.5.2 If you wish to make payment by cheque, please make it payable to 'Milne Moser' and quote your unique matter reference on the rear.

12.5.3 We can also accept payments by either debit or credit cards. If you would like to make a payment using this method, please either attend our offices or call to speak to our receptionists.

12.5.4 Our policy is to only accept cash up to £1,000 within any 28 day period. If you try to avoid this policy by depositing cash directly with our bank, we may decide to charge you for any additional checks we decide are necessary to prove the source of the funds and this could also cause delays.

12.5.5 If we receive money in relation to your matter from an unexpected source, there may be a delay in your matter, and we may decide to charge you for any additional checks we decide are necessary.

12.5.6 Where we have to pay money to you, it will be paid by cheque or bank transfer. It will not be paid in cash or to a third party.

13 Prevention of money laundering and terrorist financing

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

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

13.3 You must not send us any money until you have provided adequate evidence of your identity and source of funds.

13.4 We will not usually charge you for our time in undertaking identification and verification checks, but we reserve the right to do so where the checks are likely to be significantly more time-consuming than we would normally expect.

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

13.6 Any personal data we receive from you for the purpose of preventing money laundering or terrorist financing will be used only for that purpose or:

13.6.1 with your consent, or

13.6.2 as permitted by or under another enactment.

13.7 We are professionally and legally obliged to keep your affairs confidential. However, we may be required by law to make a disclosure to the National Crime Agency where we know or suspect that a transaction may involve money laundering or terrorist financing. If we make a disclosure in relation to your matter, we may not be able to tell you that a disclosure has been made. We may have to stop working on your matter for a period of time and may not be able to tell you why.

13.8 Subject to section 7 (*'Our liability to you'*), we shall not be liable for any loss arising from or connected with our compliance with any statutory obligation which we may have, or reasonable belief we may have, to report matters to the relevant authorities under the provisions of the money laundering and/or terrorist financing legislation.

14 Source of funds

14.1 At the start of a matter we will need to ask you to tell us the source of any funds you will be using. It is simplest for us if the source is an account, in your name, in a UK bank or building society.

14.2 If the source is an unusual one, such as an account in another country, or in the name of someone other than yourself, please tell us as early as possible, including the reason.

14.3 If we have to return funds, we are obliged to return them to the same account as they came from.

14.4 In conveyancing transactions where we are acting for both lender and purchaser, we are required to disclose to the lender, any facts that might affect their decision to lend, for example where the price paid is less than what has been reported to them, where the purchasers are not providing the balance from their own resources, and any cashback or discount schemes.

15 Financial services

15.1 We are not authorised by the Financial Conduct Authority. However, we are included on the register maintained by the Financial Conduct Authority so that we can carry on insurance distribution activity, which is broadly the advising on, selling and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the Solicitors Regulation Authority. The register can be accessed via the Financial Conduct Authority website at www.fca.org.uk/firms/financial-services-register

15.2 We are not authorised by the Financial Conduct Authority (FCA) in relation to consumer credit services. However, because we are regulated by the SRA, we may be able to provide certain limited consumer credit services where these are closely linked to the legal work we are doing for you. This is because we are members of the Law Society of England and Wales, which is a designated professional body for the purposes of the Financial Services and Markets Act 2000.

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

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

16 Professional indemnity insurance

- 16.1 We have professional indemnity insurance giving cover for claims against us. Details of this insurance, including contact details of our insurer and the territorial coverage of the policy, can be provided on request.
- 16.2 It is a condition of our professional indemnity insurance that we notify our insurer and/or broker of any circumstances which may give rise to a claim against us. In doing so, we may disclose documents and information to our insurer, broker and insurance advisers on a confidential basis. Our insurers and brokers are contractually obliged to keep all information we pass to them strictly confidential.

17 Unregulated services

- 17.1 All services provided by Milne Moser Solicitors are regulated by the SRA and covered by:
- 17.1.1 our professional indemnity insurance—see section 15 (*Professional indemnity insurance*); and
- 17.1.2 the SRA Compensation Fund—this is a discretionary fund for making grants to people for loss caused by dishonesty, hardship caused by a failure to account for money, or an uninsured loss (which should have been covered by professional indemnity insurance).
- 17.2 You may receive estate agency or property letting services from Milne Moser Property Limited in connection with your matter. Milne Moser Property Limited is a separate business to Milne Moser Solicitors and is not regulated by the SRA. Work done by Milne Moser Property Limited is not covered by the SRA Compensation Fund or by our professional indemnity insurance. Milne Moser Property Limited provides its own terms of business in respect of any services it provides to you and such services do not form part of our engagement under these Terms of Business.

18 Complaints

- 18.1 We want to give you the best possible service. However, if at any point you become unhappy or concerned about the service we have provided you should inform us immediately so we can do our best to resolve the problem.
- 18.2 In the first instance it may be helpful to contact the person who is working on your case to discuss your concerns and we will do our best to resolve any issues. If you would like to make a formal complaint, you can read our full complaints procedure at:
www.milnemosersolicitors.co.uk/complaints-policy/

Making a complaint will not affect how we handle your case.

18.3 What to do if we cannot resolve your complaint

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

18.3.2 Before accepting a complaint for investigation, the Legal Ombudsman will check that you have tried to resolve your complaint with us first. If you have, then you must take your complaint to the Legal Ombudsman:

(a) within six months of receiving our final response to your complaint;

and

(b) no more than six years from the date of act/omission; or

(c) no more than three years from when you should reasonably have known there was cause for complaint.

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

(a) visiting www.legalombudsman.org.uk

(b) calling 0300 555 0333 between 9.00 to 17.00

(c) emailing enquiries@legalombudsman.org.uk

(d) writing to Legal Ombudsman, PO Box 6806, Wolverhampton, WV1 9WJ

18.4 What if you are unhappy with our behaviour

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

18.4.2 The SRA's website contains information raising concerns about solicitors and law firms www.sra.org.uk/consumers/problems/

19 Terminating your instructions

19.1 You may terminate our appointment at any time by giving us notice in writing. We can keep all your papers and documents while there is still money owed to us for our charges or disbursements.

19.2 We will only decide to stop acting for you with good reason, e.g. where we feel that the relationship has broken down, if you do not pay a bill, if you provide us with misleading

information, or if you act in an abusive or offensive manner. We will give you reasonable notice before we stop acting for you.

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

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

20 Storage and retrieval of files

20.1 We may create and hold client files in hard copy (paper), electronically or a combination of both.

20.2 We normally store client files (except any of your papers you ask to be returned to you) for six years after we send you our final bill. Unless you instruct us to the contrary, we may destroy paper documents and scan them onto our system to be stored electronically. We store the file on the understanding that we may destroy it after six years. We will not destroy original documents such as wills, deeds and other securities which we have agreed to hold in safe custody, but we may, on reasonable notice, send them to you for safekeeping.

20.3 We will not charge for this storage. If we prepare a deed or a will for you we will store it free of charge.

20.4 If we retrieve your file from storage (including electronic storage) in relation to continuing or new instructions to act for you, we will not normally charge for the retrieval.

20.5 If we retrieve your file from storage for another reason, we may charge you for:

20.5.1 time spent retrieving the file and producing it to you;

20.5.2 reading, correspondence, or other work necessary to comply with your instructions in relation to the retrieved file; and/or

20.5.3 providing additional copies of any documents.

20.6 We will provide you with an electronic copy of the file unless it is inappropriate to do so.

20.7 For information on how long we will hold your personal data, see our Privacy Policy at www.milnemosersolicitors.co.uk/privacy-policy/