Barker Booth & Eastwood Limited
Terms of Business

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1 Definitions

1.1 ***Contract***: means the agreement between *you* and the firm as set out in the terms of business, client care letter and any other documents referred to within either the terms of business or the client care letter.

1.2 ***These terms***: means these Terms of Business.

1.3 ***The firm*** *or* ***this firm***: mean Barker Booth & Eastwood Limited and not any individual or group of individuals within the firm.

1.4 ***We, us*** *and* ***our*** (and other relevant first-person terms): mean *the owners of the firm* (*if unincorporated)* **OR** *refer to the firm as a legal entity and not to any individual or group of individuals within the firm (if incorporated)*.

1.5 ***You***: means each and every party to this contract (other than us).

1.6 In relation to the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013:

Consumer*:* means an individual acting for purposes which are wholly or mainly outside of that individual's trade, business, craft or profession.

a) ***Trader***: means a person acting for purposes relating to that person's trade, business, craft or profession, whether acting personally or through another person acting in the trader's name or on the trader's behalf. The firm is a trader for the purposes of these regulations.

b) ***Distance contract***: means a contract concluded between a trader and a consumer under an organised distance sales or service-provision scheme without the simultaneous physical presence of the trader and the consumer, with the exclusive use of one or more means of distance communication up to and including the time at which the contract is concluded.

c) ***Off-premises contract***: means a contract between a trader and a consumer which is any of these:

i) A contract for which an offer was made by the consumer in the simultaneous physical presence of the trader and the consumer, in a place which is not the business premises of the trader;

ii) A contract concluded in the simultaneous physical presence of the trader and the consumer, in a place which is not the business premises of the trader;

iii) A contract concluded on the business premises of the trader or through any means of distance communication immediately after the consumer was personally and individually addressed in a place which is not the business premises of the trader in the simultaneous physical presence of the trader and the consumer;

iv) A contract concluded during an excursion organised by the trader with the aim or effect of promoting or selling goods or services to the consumer.

d) ***Conclusion of the contract***: means the date *you* sign the *client care letter OR Form of Acceptance* to confirm acceptance of our Termstrac of Business or the date from which you continue to provide us with instructions following receipt of our terms.

e) ***Cancellation period****: means 14 days from the day of the conclusion of the contract.*

2 Terms of business

2.1 These terms apply to all work we do on your behalf. These terms are subject to change from time to time and are updated on our website at bbelaw.co.uk

2.2 *You* should read *these terms* carefully, along with your client care letter and any other documents referred to within that client care letter, as these documents set out the basis on which *we* will provide services to *you* and form the *contract* between *us*.

2.3 By accepting *these terms*, *you* are entering into a *contract* with *the firm*.

2.4 These terms are important and should be kept in a safe place for future reference.

3 Responsibilities

3.1 *Our* responsibilities include advising *you* on the law, following your instructions, reviewing your matter regularly, and discussing with *you* whether the potential outcomes justify the expense and risks involved with *your* matter.

3.2 Once a matter has ended, unless *we* expressly agree in writing otherwise:

a) we are not responsible for updating our advice or documentation to reflect any later changes in the law or practice; and

b) we will not remind you about future deadlines or obligations relevant to that matter.

3.3 *You* need to provide *us* with clear and timely instructions, the information and documents required for *us* to do *our* work, and funds required.

4 Instructions

4.1 If *we* are advising more than one person (whether individuals, companies or other entities), *we* will, unless otherwise agreed in writing, act for those persons jointly and severally.

4.2 If *you* are instructing *us* jointly, it is your responsibility to tell *us* straightaway if *you* require more than one person to give *us* instructions in relation to your matter. Otherwise, *we* will accept instructions from any one person.

4.3 If *you* are a company or other commercial entity, it is your responsibility to tell *us* at the outset if *you* require more than one director (or equivalent) to give *us* instructions.

5 Information about this *firm*

5.1 *The firm's* contact details are:

a) **Name:** Barker Booth & Eastwood Limited trading as BBE Law

b) **Constitution:** Limited Company, registered in England and Wales with company number 7253580 *(A list of Members/Directors/Partners is available for inspection at our registered office.)*

c) **Address:** Registered Office and postal Address is 346 Lytham Road, Blackpool, FY4 1DW

d) **Contact number:** 01253 362500

e) **Email:** *info@bbelaw.co.uk*

f) **Website:** bbelaw.co.uk

g) **Hours of business:** *9am to 5pm Monday to Friday*

h) **VAT number:** *GB113 5125 61*

5.2 We are authorised and regulated by the Solicitors Regulation Authority (SRA) and our SRA ID number is 559450. This means that we are required to comply with a number of professional rules set out in the SRA Standards and Regulations which you can view at *https://www.sra.org.uk/solicitors/standards-regulations/*.

5.3 The SRA Indemnity Insurance Rules, in force from time to time, require us to take out and maintain Professional Indemnity Insurance with participating insurers. Information about the compulsory layer of Professional Indemnity Insurance we carry, including the contact details of our insurers and the territorial coverage of our insurance, are available on our website and in hard copy at our office / head office / registered office or made available upon request.

6 *Our* charges

6.1 The basis for *our* charges will be set out in your client care letter.

6.2 **Fixed fee services:**

a) If *we* charge on a fixed fee basis, this is based on the assumption that the work will be completed without any complications arising. If any unforeseen additional work is required, or if *you* change *your* instructions to *us*, *we* will either provide a revised fixed fee or agree that any additional work will be charged at the hourly rate of the person(s) dealing with your matter. In either case, *we* will not carry out any further work until any changes to *our* original estimate have been agreed in writing.

6.3 **Hourly rate services:**

a) If *we* charge on an hourly rate basis, hourly rates vary according to the experience of the person handling your matter. The hourly rates that apply to your matter are set out in your client care letter.

b) *We* review *our* hourly rates from time to time, *we* will notify *you* in writing of any increase. If you do not accept the new rates after review, we reserve the right not to continue acting for you.

c) *You* will be charged for time spent on your matter which will include: any meetings with *you* (and any third parties); considering, preparing and working on papers; correspondence; making and receiving telephone calls; research; internal consultations; and travelling. Time is recorded and charged in six-minute units at the applicable hourly rate. Therefore, this is the minimum amount of time *we* will charge for any piece of work undertaken on your matter.

d) *We* add VAT to *our* fees applicable at the time that the work is completed.

e) *We* reserve the right to charge separately for photocopying, printing, telephone calls, faxes, electronic funds transfers, catering and other support services, and travel, courier and other incidental expenses. Where applicable, *we* will charge VAT on *our* charges and expenses.

f) Where *we* give *you* an estimate of costs, it is a guide to assist *you* in budgeting for your legal costs and is not fixed. *We* will do *our* best to keep *you* updated with the best costs information that *we* are able to provide at any one time. If *you* would like to agree a ceiling figure, above which *we* will not incur any further costs without your consent, please let *us* know as soon as possible.

7 Disbursements

7.1 All disbursements (expenses) which *we* incur in working on your matter will be payable by *you* in addition to *our* charges. Examples of these expenses include but are not limited to Land Registry and Companies House fees; search fees; Stamp Duty Land Tax (and similar taxes); fees charged by experts, agents, couriers and barristers; court fees; travel expenses and subsistence; international telephone calls; use of on-line databases; and telegraphic transfer fees. VAT is payable on certain expenses, which *you* will need to pay in addition.

8 Paying *our* bills

8.1 The frequency of billing will depend on the nature of a matter. The frequency of billing for your matter is set out in your client care letter.

8.2 In some cases, particularly when litigation is involved or when *we* may need to incur substantial expense on *your* behalf, *we* may require *you* to provide a payment on account (payment in advance of *us* carrying the work out). Where *we* ask *you* for payment on account, *we* are not obliged to carry out any work on your matter until that payment has been made. A payment on account is not an estimate or fixing of charges, and our total charges may exceed the payment on account.

8.3 *You* must tell *us* straightaway if *you* have any form of legal expenses insurance that *you* think might pay for *our* bills.

8.4 If a third party agrees to pay *our* bills, *you* will remain responsible to *us* for payment until those bills have been paid in full.

8.5 Unless agreed otherwise, *our* bills are payable within *14* days of delivery. If *we* do not receive payment during this time, then *we* reserve the right to charge *you* interest on the outstanding

amount at a rate which is *8%*. Interest will accrue from one month after the date of delivery of the bill to the date of payment and will be payable on demand. *We* may also retain any papers and documents belonging to *you* while payment for *our* bills is outstanding.

8.6 All bills, whenever they are submitted, will be for final bills for the period to which they relate but this does not prevent *us* from invoicing *you* for expenses for that period on a subsequent bill.

8.7 *Our* preference is for payment to be made by bank transfer to our client account, or by debit/credit card payment over the telephone to our cashier's department, who can be contacted on 01253 362510. We do not accept payment in cash. If *you* circumvent this policy by depositing cash direct with *our* bank, *we* reserve the right to charge for any additional checks *we* deem necessary regarding the source of the funds.

8.8 If *we* are providing services to more than one person whether individuals, companies or entities and *we* are asked to deliver bills only to one person, those bills will remain payable in full by all persons that *we* provide services to under this *contract*.

8.9 Where *we* hold money on your behalf, because *we* have received funds on your behalf or *you* have made payment on account, *we* may use this money towards payment of *our* bills. *We* will advise *you* if *we* do this.

8.10 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.

8.11 *You* can make a complaint about a bill using *the firm's* complaints procedure which is available upon request. *You* may also have the right to complain to the Legal Ombudsman (see clause 2524.11) or to apply to the court for an assessment of the bill under part III of the Solicitors Act 1974.

8.12 If an account remains unpaid and we commence legal proceedings against you in order to recover the sums you owe us then we will be entitled to recover from you the legal costs that we incur in connection with those proceedings at our standard hourly rates, together with all disbursements (including fees of counsel and any other lawyers engaged by us in our attempts to recover payment from you.

9 Contentious matters

9.1 *You* will be responsible to *us* for our fees and disbursements regardless of any order obtained for payment of *your* costs by another party. *Our* costs are likely to exceed the sum which *you* could recover from any other party to the proceedings. *You* should also bear in mind that *you* may be ordered to pay the costs of the other party.

10 Your money

10.1 Interest Policy

a) Where *we* hold money in a client account for *you*, the SRA Accounts Rules require *us* to account to *you* for interest where it is fair and reasonable to do so in all the circumstances.

This is typically where we are holding a substantial amount of money for a significant period of time.

b) *Our* interest policy shall be kept under review and may change if the Bank of England base rate increases or decreases. Please refer to our interest policy, available on our website: (https://www.bbelaw.co.uk/wp-content/uploads/2024/07/POL-CORP-1005-Interest-Policy-Barker-Booth-Eastwood.pdf)

c) For cleared funds paid into a client account, *the firm* shall account for interest unless one of the following circumstances apply:

i) The amount of interest calculated on the balance held is £50 or less; or

ii) The client money was held in cleared funds in client account for a period of five working days or less.

d) *We* will usually account to *you* for interest under *our* interest policy at the conclusion of *your* matter.

10.2 Banking

a) *The firm* operates its client accounts through Barclays Bank Plc and Arbuthnot Latham.

b) It is unlikely that *we* will be held liable for losses resulting from a banking failure.

c) The Financial Services Compensation Scheme (FSCS) is the UK's statutory compensation scheme for customers of deposit providers (banks, building societies, etc.). The FSCS can pay compensation (up to £120,000) to consumers if a deposit provider is unable, or likely to be unable, to pay claims against it. Some temporary high balances (up to £1,000,000) are also covered for up to six months; these relate to balances in transactions involving property, marriage, divorce, redundancy, unfair dismissal, personal injury, a legacy from an estate of a deceased person or money held on behalf of a deceased person for the purpose of administering their estate. Please ask for further details if *you* require them.

d) The £120,000 FSCS limit applies to an individual client, so if *you* hold other personal monies in the same deposit-taking institution as *our* client account, the limit remains £85,000 in total. Some deposit-taking institutions have several brands, i.e. where the same institution is trading under different names, so *you* should check with your deposit provider, the FCA or a financial adviser for more information. Further information regarding the FSCS can be found at www.fscs.org.uk and their contact telephone number is **0800 678 1100** or **020 7741 4100** (for international callers).

e) If a banking failure occurs in relation to any deposit provider which holds money that *we* have deposited on your behalf, *we* will seek consent from *you* to disclose to the FSCS all relevant details in *our* possession about *you* and the money that *we* hold on your behalf with such a deposit provider. Please note that if *you* withhold consent to *our* disclosure of your details to the FSCS in such circumstances, *you* may forfeit any right *you* may have to

receive compensation from the FSCS where a banking failure occurs in relation to a deposit provider holding money which *we* have deposited on your behalf.

f) Monies held in our client account - We will not be liable to repay any money that we hold for you in our client account at Barclays Bank Plc which is lost as a result of a failure of the bank.

11 Limitation of liability

11.1 Our liability to you for a breach of your instructions shall be limited to £3 million pounds, unless we expressly state a higher amount in the letter accompanying these terms of business.

11.2 *We* will not be liable for any consequential, special, indirect or exemplary damages, costs or losses, or any damages, costs or losses attributable to lost profits or opportunities. *We* can only limit our liability to the extent the law allows. In particular, *we* cannot limit our liability for death or personal injury caused by our negligence. Please ask if *you* would like *us* to explain any of the terms above.

11.3 This liability cap will apply to our aggregate liability to you together with any associated party for whom you are acting as agent in relation to the relevant matter on any basis.

11.4 Proportional liability: In addition to the other limitations in this document, where *we* and/or third parties are responsible for any loss suffered by *you*, *our* liability for that loss will be limited to a fair proportion of *your* total loss calculated by reference to the extent of *our* responsibility. If *you* have engaged others to represent or advise *you* on a matter in which *we* are involved and *you* agree with any of them that their liability to *you* will be limited, in order that *our* position is not adversely affected by any such limitation of their liability, *you* agree that *our* liability to *you* will not exceed the amount which would have applied in the absence of that limitation.

11.5 Third party liability: If *you* start proceedings against *us* for loss or damage and there is another person (for example, another adviser) who is liable (or potentially liable) to *you* in respect of the same loss or damage, then *you* will (if *we* so request) join them into the proceedings. This is subject to any legal prohibition against *your* joining them in that way.

11.6 We have an interest in limiting the personal liability of employees, consultants and partners. Accordingly, *you* agree that you will not bring any claim against any individual employee, consultant, or partner in respect of losses which *you* suffer or incur, arising out of or in connection with *our* engagement or the services *we* provide. The provisions of this paragraph will not limit or exclude the firm's liability for the acts or omissions of *our* employees, consultants, or partners. The provisions of this paragraph are intended for the benefit of our employees, consultants and partners but the terms of our engagement may be varied without the consent of all or any of those persons.

11.7 *We* can only limit *our* liability to the extent the law allows. In particular, *we* cannot limit *our* liability for fraud nor for death or personal injury caused by *our* negligence, nor for negligence in contentious business, insofar as the Solicitors Act 1974 s60(5) precludes the exclusion of such liability.

Please ask if *you* would like *us* to explain any of the terms above.

12 Rights of third parties

12.1 *Our* advice is for *your* benefit only. Save as expressly set out, *our* agreement with *you* is not intended to confer rights on any third parties whether pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise.

12.2 No other person may see or rely on our advice without our written consent and subject to the conditions that we impose at the time.

13 Undertakings

13.1 The firm's policy as to the giving of an undertaking is as follows: set out the position, which will depend on whether the firm is an LLP or other incorporated entity.

13.2 Include if the firm is an LLP/other incorporated body: Undertakings given by or on behalf of LLPs/ other incorporated/limited entities/companies cannot be enforced by the courts as the practices in themselves are not officers of the court and therefore cannot be compelled by the court to perform the undertaking, award compensation or become subject to potential contempt proceedings in respect of the undertaking.

13.3 Should it be deemed necessary to provide an undertaking in your matter, our liability to you, as to the extent to which such an undertaking in the firm's name can be enforced, is limited to £3 million which has been approved by the firm's PII.

14 Storage of documents

14.1 After completing the work, *we* will be entitled to keep all your papers and documents while there is still money owed to *us* for fees and disbursements.

14.2 *We* will keep *our* file of your papers (except those papers you ask to be returned to you) in a secure storage area under our control. *We* will not destroy documents *you* ask *us* to deposit in safe custody. However, should any of your documents be lost or damaged as a result of events beyond our reasonable control we will not be liable for their replacement or for any resultant loss.

14.3 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* may charge *you* an administration fee of £45 + vat at 20% for time spent producing stored papers that are requested; and reading, correspondence or other work necessary to comply with your instructions in relation to the retrieved papers. Unless otherwise agreed with *you* in writing, those charges will be at *our* hourly rates applicable at that time.

15 Confidentiality and data protection

15.1 *Our* use of your information is subject to your instructions, the Data Protection Act 2018 ('DPA') and *our* duty of confidentiality. Therefore, *we* keep information passed to *us* confidential and will not disclose it to third parties unless expressly or implicitly authorised by *you*, except in the following circumstances:

a) if required by law;

b) if we are required to provide information to professional service providers (such as expert witnesses, auditors or other advisors) for legal, regulatory and compliance purposes;

c) if we need to notify our professional indemnity insurer of a circumstance that could lead to you making a negligence claim against the firm under the terms of our policy – in such a scenario, we will disclose information about the potential negligence we have identified on an anonymous basis in the first instance; conversely, where we need to notify our professional indemnity insurer of an actual claim for negligence being made by you, it will be taken that by lodging such a claim, you are implicitly authorising us to release your details so that we can deal effectively with such a claim;

d) if we are required to provide information to selected third parties (including barristers and consultants) who assist us with legal, financial, administrative, information technology and other services; or

e) if that information has entered the public domain other than as the result of our unlawful disclosure.

15.2 If we engage a third party in connection with your matter, *we* will put in place an agreement requiring them to treat your information as confidential.

15.3 The firm is the data controller (for the purposes of the DPA) of personal data that you provide to *us*. This means that the firm has a duty to comply with the provisions of the DPA when processing *your* personal data.

15.4 The firm has appointed Tim Fielding as its Data Protection Officer ('DPO') and he is responsible for overseeing the firm's compliance with the DPA.

15.5 *We* use the information *you* provide primarily for the provision of legal services to *you* and for related purposes including (but not limited to): updating and enhancing client records; analysis to help *us* manage *our* practice; statutory returns; and legal and regulatory compliance.

15.6 If *you* are an individual, *you* have rights under the DPA. These rights are:

a) **The right to be informed and the right of access** – You can request a data subject access request (DSAR) by emailing our *DPO at info@bbelaw.co.uk* with the details of the personal data that you want to access.

b) **The right to rectification** - Please contact the supervisor of your matter to rectify any information that we hold. In some cases, we may ask to see proof of this change of data.

c) **The right to erase** - To request to erase any data that we hold on to you please contact our *DPO at info@bbelaw.co.uk*. Please also bear in mind if we are in the middle of a matter this may affect our capability to act for you. If this is the case, we will discuss this with you.

d) **The right to restrict processing** - To request a restriction of processing please notify our *DPO at info@bbelaw.co.uk* who will contact you to discuss the requirements of your requested restriction. Please bear in mind that some restrictions may prevent us from acting on your behalf. If this is the case, we will discuss this with you.

e) **The right to data portability** - To request this please contact our *DPO at info@bbelaw.co.uk*, who will discuss the format you would like your data in when you make a DSAR.

f) **The right to object** - If you wish to object to of any processing (irrelevant if consent has been provided previously), please contact our *DPO at info@bbelaw.co.uk* who will discuss your needs with you and action your request. Bear in mind, depending on the extent of the request this may prevent us from acting on your matter.

g) **Rights in relation to automated decision making and profiling** – The firm does not conduct any solely automated decision making or profiling.

15.7 These rights are absolute, but there are some cases where our legal obligations override data subject rights. (For example, keeping data for anti-money laundering purposes, notifying the NCA of any money laundering suspicions without notifying you).

15.8 We retain data as needed under the DPA. The timescales are explained in clause 13.2.

15.9 Should you have any queries concerning these rights, please contact our DPO by email at *info@bbelaw.co.uk*.

15.10 If *you* are unhappy about any aspect of how *we* process your data, *you* have the right to complain to the ICO who are the UK's supervisory authority in charge of upholding information rights in the interest of the public. Please see their website at www.ico.org.uk for more information.

16 Disclosure of information to our professional indemnity insurance provider

16.1 If *we* have to make a notification under the terms of our professional indemnity policy, information about *you* and your file may be seen by our insurers. Your file may, therefore, be seen by an assessor or another person unconnected with the firm in the future, unless *you* have notified *us* that they do not agree to this.

17 Disclosure of information for property transactions

17.1 If *we* are also acting for your proposed lender in this transaction, *we* have a duty to fully reveal to your lender all relevant facts about the purchase and mortgage. That includes any differences between the mortgage application and information we receive during the transaction and any cash back payments or discount schemes that a seller is giving *you*.

17.2 *You* must disclose all information which may affect your liability for stamp duty land tax or other stamp duty (duty) as *we* can then ensure *you* pay the correct duty. If *you* fail to disclose all information (and if in doubt, please disclose it as it can be discounted if it is not relevant) *you* must accept full liability for any penalties or action or other proceedings that any authority may take against *you* for failing to disclose information which resulted in a duty or greater liability to pay such duty.

18 Security of communications

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

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

18.3 *We* will take reasonable steps to protect the integrity of *our* computer systems by screening for viruses on email sent and received. *We* expect *you* to do the same for your computer systems. Neither *you* nor *we* shall have any liability to each other in respect of any claim or loss arising in connection with such a virus or defect in an electronic communication other than where such claim or loss arises from bad faith or wilful default.

18.4 It is very unlikely that *we* will change *our* bank account details during the course of your matter. In any event, *we* will never contact *you* by email to tell *you* that *our* details have changed. If *you* receive any communications purporting to be from this firm, that *you* deem suspicious or have any concerns about (however slight), please contact *our* office straightaway.

19 File auditing and vetting

19.1 The firm may become subject to periodic auditor quality checks by external firms, companies or organisations, for the purpose of assessing the firm's compliance with its regulatory obligations and to obtain/ maintain specialist accreditations which improve our practice. This could mean that your file is selected for checking. It is a specific requirement imposed by us that these external firms, companies or organisations fully maintain confidentiality in relation to any files and papers which are audited/quality checked by them.

19.2 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.

19.3 If you do not wish your file to be used in either of the ways outlined above, please let us know as soon as possible.

20 Referrals to third parties

20.1 If *we* recommend that *you* use a particular firm, agency or business, *we* shall do so in good faith and because *we* believe it to be in your best interests. *However, if that particular firm is not another firm of solicitors, then you will not be afforded the regulatory protection of the Solicitors Regulation Authority (SRA), the SRA's Codes of Conduct and SRA Indemnity Insurance Rules, nor shall you be entitled to the benefit of the SRA Compensation Fund.*

20.2 *We* will only refer, recommend or introduce *you* to a separate firm, agency or business where *you* have given *us* your informed consent to do so.

21 Outsourcing

21.1 *Sometimes we* outsource part of our work to other companies or people to do photocopying, process serving, or prepare bills on our files to ensure this is done promptly. *We* will always seek a confidentiality agreement with these outsourced providers.

22 Anti-money laundering

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

22.2 *We* will not accept any liability for any loss caused to *you* or any other party as a result of *our* refusal to proceed with a matter or transaction or otherwise complying with *our* legal obligations.

23 SRA Financial services

23.1 The SRA, through the Law Society, is a designated professional body under Part 20 of FSMA. This means that firms (including sole practices) authorised by us may carry on certain regulated financial services activities without being regulated by the FCA if they can meet the conditions in section 327 of FSMA.

The SRA Financial Services (Scope) Rules set out the scope of the regulated financial services activities that may be undertaken by firms authorised by us and not regulated by the FCA. These rules regulate the way in which firms carry on such exempt regulated financial services activities and the way in which firms that are dually regulated by us and the FCA carry on their non-mainstream regulated activities.

These rules do not apply to solicitors, RELs and RFLs practising outside firms that are authorised by us.

23.2 The Law Society is the designated professional body for the purposes of the Financial Services and Markets Act 2000, but responsibility for regulation has been delegated to the SRA (the independent regulatory body of the Law Society), and responsibility for handling complaints has been delegated to the Legal Ombudsman. If you are unhappy with any insurance advice you receive from us, you should raise your concerns with either of these bodies.

23.3 The limited regulated activities that we carry out are issuing certain insurance policies, such as after the event legal expenses insurance, defective title insurance and other property indemnity insurance (such as breach of covenant, absence of easement, lack of planning permission, unknown rights, and covenants policies).

23.4 Any insurance policy arranged by us on your behalf, shall, in our opinion, be adequate to meet your needs, but you are hereby informed that we do not recommend any policy over and above any other and that it is your responsibility to check that you are satisfied with the excess levels, exclusions, limitations and other policy terms. We do not conduct a fair analysis of the insurance market prior to arranging insurance policies. You can request details of the insurance undertakings with which we conduct business at any time.

23.5 You must provide us with details of any relevant existing insurance policies you may have at the outset. We will not be liable to you for any losses you sustain as a result of your failure to provide us with such details.

24 Complaints

24.1 *This firm* is committed to high quality legal advice and client care. If *you* are unhappy about any aspect of the service *you* have received, in the first instance we encourage you to to contact the person who is working on your case to discuss your concerns and we will do our best to resolve any issues.

24.2 If you would like to make a formal complaint, please contact *Claire Strange*, Practice Manager at *the firm* on: *01253362500 and CS@bbelaw.co.uk,* or by post to: 346 Lytham Road, Blackpool. FY41DW. W*e* have a procedure in place which details how *we* handle complaints which, is available on request. Making a complaint will not affect how we handle your case.

24.3 *We* have eight weeks to consider your complaint. If *we* have not addressed it within this time, or you remain dissatisfied with our handling of your complaint*, you* may complain to the Legal Ombudsman.

24.4 Normally, *you* will need to bring a complaint to the Legal Ombudsman within six months of receiving a final written response from *us* about your complaint and

- within one year from the date of the act or omission about which *you* are complaining occurring or
- within one year of when *you* should reasonably have realised that there was cause for complaint.

24.5 The Legal Ombudsman will look at the complaint independently and any investigation by them will not affect how we handle your case. Before accepting a complaint for investigation, the Legal Ombudsman will check that you have tried to resolve the complaint with us in the first instance and you have suffered significant financial loss, stress or inconvenience, or detriment which deems it proportionate for them to investigate.

24.6 As well as *your* right to complain about any of our bills under our complaint's procedure, *you* can also apply for the bill to be assessed by the court under Part III of the Solicitors Act 1974, in which case the Legal Ombudsman may not consider your complaint.

24.7 *You* should be aware that, when your complaint relates to a bill, the Legal Ombudsman will not consider your complaint while your bill is being assessed by a court

24.8 A complainant to the Legal Ombudsman must be one of the following:

a) An individual;

b) A business or micro-enterprise as defined in European Recommendation 2003/361/EC of 6 May 2003 (broadly, an enterprise with fewer than 10 staff and a turnover or balance sheet value not exceeding €2 million);

c) A charity with an annual income net of tax less than £1 million when it referred the complaint to the firm;

d) A club, association or organisation, the affairs of which are managed by its members/a committee/a committee of its members, with an annual income net of tax less than £1 million when it referred the complaint to the firm; or

e) A trustee of a trust with a net asset value less than £1 million when it referred the complaint to the firm; or

f) A personal representative or beneficiary of the estate of a person, who, before he/she/they died, had not referred the complaint to the Legal Ombudsman.

24.9 The complaint must relate to services which the firm:

a) Provided to you; or
b) Provided to another person who procured them on behalf of you; or
c) Provided to an estate of a person who is deceased where you are a beneficiary of that estate; or
d) Provided to (or as) trustee where you are a beneficiary of the trust; or
e) Offered, or refused to provide to you.

24.10 For more information on the Legal Ombudsman's rules and requirements, please see their Scheme Rules dated April 2023, which are available on their website.

24.11 Legal Ombudsman Contact Details:

a) Address: PO Box 6167, Slough, SL1 0EH
b) Telephone: 0300 555 0333
c) Email: enquiries@legalombudsman.org.uk
d) Website: www.legalombudsman.org.uk
e) *The firm* is committed to ensuring that all Partners, Directors, Members, Consultants and Employees give their full co-operation to the Legal Ombudsman in the event of any dispute or complaint against *the firm*.

24.12 In addition to the Legal Ombudsman, the SRA can help you 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. However, the SRA are not able to deal with issues of poor service.

24.13 Solicitors Regulation Authority Contact Details:

a) Address: The Cu

b) be, 199 Wharfside Street, Birmingham, B1 1RN
c) Telephone: 0370 606 2555
d) Email: report@sra.org.uk (or there is a 'Contact us' form available on the website)
e) Website: www.sra.org.uk

25 Alternative Dispute Resolution (ADR)

25.1 Alternative complaints bodies such as ***ProMediate*** (http://www.promediate.co.uk/) ***and Small Claims Mediation (***scmreferrals@hmcts.gsi.gov.uk/ 0300 123 4593) exist which are competent to deal with complaints about legal services should both *you* and our firm wish to use such a scheme. *We do not* agree to use either of the above schemes.

26 Termination

26.1 *You* may end this *contract* (and therefore, your instructions to *us*) at any time by writing to *us* by post or email (see clause 5.1 of *these terms* for details). You will be liable to pay our charges up until that point. These are calculated on *an hourly basis plus expenses/by proportion of the agreed fee* as set out in your client care letter.

26.2 *We* may be entitled to keep all of your documents and deeds while there is money owing to *us* (including charges and disbursements which have not yet been billed).

26.3 *We* may end this *contract* (and therefore cease acting for *you*) in relation to any matter or all of your matters. *We* will only do this where *we* believe *we* have a good reason and upon informing *you* in writing, giving you reasonable notice of our decision. Examples of a good reason include:

a) where *you* have not given *us* sufficient instructions;

b) where *you* have not provided appropriate evidence of identification;

c) where *we* reasonably believe that the relationship between *you* and *us* has broken down; or

d) *it comes to our attention that you/individuals controlling the entity are/become a 'designated person' (i.e. a sanctioned individual or entity) part-way through the matter or we have concerns about acting for you for reasons relating to the UK sanctions regime more generally. Please note - if we decide that it is appropriate to apply for a licence from the Office of Financial Implementation ('OFSI') to continue acting for you or to request guidance from them as to how to proceed, all paid work on your matter will be suspended until the licence is granted. If such circumstances arise, we will clearly communicate to you the reason why we are taking this course of action.*

e) *linked to the above, if our bank declines to deal with funds relating to your transaction (this may occur even if we have obtained a licence from OFSI to continue acting).*

26.4 If your matter does not conclude, or *we* are prevented from continuing to act because of *our* legal obligations or professional rules, *we* will charge *you* for any work *we* have actually done. *Our* charges will be based on *our* hourly rates applicable at that time (and where a fixed fee has been agreed, the charges will not exceed that fixed fee).

26.5 If *we* cease acting for *you*, *we* shall (where relevant) inform the court or tribunal that *we* no longer act for *you* and shall apply to be removed from their records. *We* may charge *you* for doing so at *our* hourly rates applicable at that time.

26.6 If *we* do have to cease acting for *you*, to the extent permitted by law and our professional obligations *we* will explain your options for pursuing the matter and will work with you to minimise disruption to your matter or matters.

26.7 In any event we will be considered to have ceased acting for you:

a) upon our completion of the specific services that you have retained us to perform, or

b) when more than six months have elapsed from the last time we furnished any billable services to you.

26.8 The fact that we may inform you from time to time of developments in the law which may be of interest to you, by email, newsletter or otherwise, should not be understood as a revival of a lawyer-client relationship. We have no obligation to inform you of such developments in the law unless we are specifically engaged to do so.

27 Cancellation rights

27.1 If *you* are an individual *consumer* (and not a business entity) and if *our contract* with *you* is a '*distance contr*act' or an '*off premises contract'*, *you* have the right to cancel this *contract* within 14 days from the day of the *conclusion of the contract* (the '*cancellation period*'). This right exists in accordance with The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. Please refer to clause 0 for key definitions.

27.2 This right will typically exist where *we* take instructions from *you* outside of our offices, for example during a visit to *you*, or by a means of distance communication such as over the telephone or by email. However, if *you* are unsure whether these cancellation rights apply to *you*, please contact *us* immediately upon receipt of *these terms*.

27.3 Please refer to the cancellation notice at the end of *these terms* for further information about your right to cancel and the conditions attached to the same.

27.4 Where cancellation rights apply under these regulations, we will not start work on your file for 14 days from the day of the conclusion of the contract because the regulations prevent us from doing so unless you instruct us otherwise. If you would like our service to start within 14 days of the day of the conclusion of the contract, please complete and return to us the Cancellation Waiver section of document (QR CORP 2079 Notice of Consumer Right to Cancel V1) provided as part of your client care documentation.

27.5 Once we have started work on your file within the cancellation period, on your instruction, you will be charged for any work done if you then cancel your instructions. You will have to pay us an amount which is proportionate to the work completed until we receive notice of cancellation from you, in comparison with the full coverage of this contract. These charges will be applied on the same basis as set out in clause 0 of these terms and where a fixed fee has been agreed, the charges will not exceed that fixed fee.

28 Applicable law

28.1 *These terms* and your client care letter shall be governed by and interpreted in accordance with English law. Any disputes or claims concerning this contract and any matters arising from it shall be dealt with only by the courts of England and Wales.

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

29 Force majeure

29.1 We shall not be liable to you if we are unable to perform our services as a result of any cause beyond our reasonable control.

30 Severability

30.1 If any provision in these terms of business or our accompanying client care letter is or becomes invalid, illegal or unenforceable then it shall, to the extent required, be severed and shall be ineffective and the validity of the remaining provisions shall not be affected in any way.

31 Social Networking Sites

31.1 In relation to the matter, we are dealing with on your behalf you should not at any time make any entries or discuss it on any social networking sites for example such as “Facebook” or “Twitter”. If you do so the entries or discussions will not be confidential and may be used as evidence against you by the other side involved in the matter or third parties.

Cancellation Notice

These instructions for cancellation only apply where clause 28 of the Terms of Business applies.

Right to cancel

You have the right to cancel this contract within 14 days without giving any reason.

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

To exercise the right to cancel, *you* must inform us, Barker Booth & Eastwood Limited at 346 Lytham Road, Blackpool, FY4 1DW or 01253 341032 or info@bbelaw.co.uk, of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or e-mail). *You* may complete the Model Cancellation Form section of document (QR CORP 2079 Notice of Consumer Right to Cancel V1) provided to you as part of your client care documentation, but it is not obligatory.

To meet the cancellation deadline, it is sufficient for *you* to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

Effects of cancellation

If *you* cancel this contract, *we* will reimburse to *you* all payments received from *you*, including the costs of delivery (except for the supplementary costs arising if *you* chose a type of delivery other than the least expensive type of standard delivery offered by us).

We will make the reimbursement without undue delay, and not later than 14 days after the day on which *we* are informed about your decision to cancel this Contract.

We will make the reimbursement using the same means of payment as *you* used for the initial transaction, unless