



Bowers' Terms and Conditions

1. Terminologies

1.1 There may be certain words or terminologies that you read within these Terms and Conditions that you may not be familiar with. For your benefit we have listed some of those terminologies and what they mean in the table below.

Terminologies	Meaning
Client Account	Client's money held in a general account separate from solicitor's money.
Client care letter	Our initial letter to our clients setting out the extent of our instructions from our client, particular terms relevant to their matter and other matters not set out in this document.
Disbursements	These are payments that solicitors have to make or need to make on a client's behalf, such as court fees in litigation matters or search fees in conveyancing matters.
Fee Earner	For example, a solicitor, legal executive, or paralegal.
Legal Expenses Insurance	Clients buy legal expenses insurance either 'before the event' or 'after the event' to cover legal costs they might incur while pursuing or defending disputes such as personal injury, contracts for goods or services, property and employment.
NCA	National Crime Agency. It is the UK's lead agency against organised crime; human, weapon and drug trafficking; cybercrime; and economic crime that goes across regional and international borders but can be tasked to investigate any crime.
Office account	Solicitors' money held separately from clients' money.
SRA	Solicitors Regulation Authority of the Cube, 199 Wharfside Street, Birmingham, B1 1RN. The SRA is responsible for regulating the professional conduct of solicitors.
SRA Accounts Rules	SRA rules which regulated firms must follow when they receive or deal with money belonging to clients.

2. Introduction

2.1 We are Bowser Ollard & Bentley Limited, trading as "Bowers". We are a private limited company registered in England and Wales with company registration number 08199090. Our registered office is at 15 South Brink, Wisbech, Cambridgeshire PE13 1JL. We are authorised and regulated by the Solicitors Regulation Authority with

SRA number 571570. We are VAT registered with VAT number 599 513 096. A list of our directors can be found on the register at the Companies House.

- 2.2 In these terms and conditions 'we', 'our', 'us' or 'the firm' refers to Bowers.
- 2.3 "you", or "your" refers to you as the client.
- 2.4 Our aim is to provide high-quality legal services to your satisfaction. To meet these objectives, we will need your full participation and have a clear set of expectations with respect to the matter on which you have or are about to instruct us on. Those expectations are set out in these Terms and Conditions supported by our client care letter.
- 2.5 Our client care letter will set out the services we have agreed to provide to you in more detail. Both documents should be read carefully and in conjunction with one another. If you have any questions or require any points to be clarified, please do not hesitate to ask.
- 2.6 We require you to sign and return our Terms and Conditions before we can act for you. By signing it, you are agreeing to be bound by our Terms and Conditions and any terms set out in the client care letters.
- 2.7 Should you not return a signed Terms and Conditions but continue to instruct this firm, your continuing instructions will indicate your agreement to be bound by the Terms and Conditions and any terms set out in the client care letter.

3. Our responsibilities

- 3.1 Any business or transaction conducted with us is solely with the firm. The firm has sole legal liability for the work done for you and for any act or omission in the course of that work. No shareholder, director, employee, associate, or consultant of the firm will have any personal liability for work undertaken for you. If a director, employee, associate or consultant signs in their name on any correspondence, email or any other document, it does not mean that they are assuming any personal legal liability.
- 3.2 Unless otherwise agreed, our liability for any potential losses which you may incur out of, or in connection with any of your matter due to any act, or omission by us, including any legal costs that you incur in pursuing the recovery of the losses and any interest, shall be limited to three million pounds.
- 3.3 On opening your matter, you will be allocated a fee earner. In our client care letter, we will provide details of the fee earner and the person responsible for the overall supervision of your file. If for whatever reason, other than holiday cover or illness, it becomes appropriate or necessary to change the fee earner, we will notify you of the change.
- 3.4 From time to time, and with your permission, we may arrange for some of the work to be carried out by persons not directly employed by us; such work will be charged to you at the hourly rate which would be charged if we had done the work ourselves, regardless of what it costs us.

4. Your Responsibilities

- 4.1 Your responsibilities include, but are not limited to:
 - (a) Providing us with clear, timely and accurate instructions;
 - (b) Providing all documentation required in a timely manner;
 - (c) Safeguarding any documents which are likely to be required for disclosure in court proceedings. In court proceedings you have a duty to make available evidence which either supports or undermines your case;
 - (d) Paying our fees and expenses in accordance with these Terms and Conditions;
 - (e) Providing us with all necessary information and documentation to enable us to comply with the appropriate Money Laundering and any other relevant Regulations;
 - (f) Letting us know if your details change at any time. We will use whatever address you give us, until you give us notice to change it, and we will use that address in any communication to you.

4.2 On property transactions:

- (a) It will be your responsibility to carry out a physical inspection of the property that you intend to buy and to tell us of any discrepancies between the documents and plans relating to the transaction and the physical condition of the property. It is therefore important that you carefully inspect the documents and plans that have been made available to you. If no documents or plans have been made available to you within a reasonable time, please ask for those documents and plans from the fee earner.
- (b) We will not advise you on the valuation of the property, or the suitability of any mortgage products, or any other financial arrangements. You will need to make sure that all the conditions of your mortgage product meets your requirement and that you comply with all the conditions of your mortgage offer including the mortgage offer expiry date. We will not remind you of when your mortgage offer expires and will expect you, unless otherwise agreed, to deal with any extension of a mortgage offer expiry date.

4.3 On litigation matters, it is your responsibility to let us know whether you have the benefit of legal expenses insurance. You should check your household and other insurance policies to see if it provides cover for our fees and notify us if applicable. If you inform us that you have cover from a third party, we shall consider the terms of the cover and advise you whether we are prepared to continue our retainer under the terms of your policy.

4.4 You will need to let us know if you have a preferred method of communication. Otherwise, we shall use the method which we feel is appropriate at the time.

5. Our Fees

5.1 At the outset of your matter, we will let you know the hourly rate that you will be charged at and the likely cost of your matter. We will confirm these details in our client care letter.

5.2 Unless otherwise agreed, it is likely that we will charge you on either a "fixed fee basis" or "time basis". These will be referred to in our client care letter. Further explanations of these charges are given below:

- (a) Fixed fee - This will either be a stated fixed amount or will be calculated by reference to a percentage of a given sum, for example the sale price of a property or a parcel of land. This fee is payable at the conclusion of the matter, or on agreed stage(s) being reached. We may also ask for a payment on account at the beginning of the matter.

If there are unforeseen complication(s), or the scope or nature of your instruction changes, we reserve the right to vary the fixed fee after giving you reasonable notice.

- (b) Time basis - Our charges will be calculated by reference to all time spent by individuals working on your matter. This will include meetings, considering, preparing, and working on documents, correspondence (including emails), making and receiving telephone calls, research, internal consultations and travelling. Such time is recorded and charged in six-minute units at the hourly rates applicable to the relevant individuals working on your file. Where less than six minutes is taken on a matter, a full unit of six minutes will be charged.

In our client care letter, you will be notified of the hourly rates of the individuals that will be working on your matter. These rates do not include VAT.

Charging rates will be reviewed from time to time to reflect increases in overhead costs and inflation, but you will be notified of any changes as soon as reasonably possible.

An increase in the time spent rate may be applied to reflect other factors such the need to carry out work outside our normal office hours, the complexity of the issues, the speed at which certain action are required or any specialist expertise which the matter may demand.

- 5.3 Unless you are being charged on a fixed fee, any indication of fees is an estimate only (whether stated to be an estimate or quote). Any fixed fee or estimate will only apply to the work covered by your initial instructions, and we reserve the right to vary the estimate or our fee if the scope or nature of those instruction changes.
- 5.4 Whilst we will endeavour to ensure that estimates are as accurate as possible, the actual fees that are incurred will be subject to factors outside our control. You should therefore treat any estimate as a guide only. We cannot guarantee that the final charge will not exceed the estimate.
- 5.5 We will be entitled to charge for all time spent even if it transpires that our estimates understate the level of fees properly incurred in the matter. We will let you know if our initial estimate is likely to be exceeded and provide an updated estimate at the same time.
- 5.6 If it is not possible to estimate the fees in advance, as it may be difficult to accurately reflect the extent of work which may need to be carried out on your matter, then as an alternative we could work to a set financial limit and review once that limit has been reached.
- 5.7 If your matter is stopped part way through, for any reason, we will calculate our charges on a time basis before it came to a stop and bill you for that time. This will apply even if your matter was on a fixed fee basis.
- 5.8 Any estimates given, whether expressly stated or not, do not include VAT.
- 5.9 Unless agreed otherwise, we will expect all disbursements to be paid in advance by you. We will advise you of the disbursements that are likely to be incurred as soon as possible. Should you fail to pay disbursements within 14 days of being requested, we will be entitled to stop working for you with immediate effect.
- 5.10 In litigation matters we may give you notice, usually not less than 14 days before any hearing, requiring the estimated total costs of that hearing to be paid to us before the hearing. If we receive less than 14 days' notice of the hearing, we will give you as much notice as we can and require you to put us in funds for the estimated total costs of that hearing. If the required payment is not made, we may immediately cease acting for you on that matter and any other matters on which we are acting for you.
- 5.11 In property or other asset purchases we usually ask you to provide us with cleared funds (money that has been fully transferred from one account to another) sufficient to pay all fees and other sums due to us prior to completion.
- 5.12 In litigation, we may use cost a draftsman to settle legal costs in court proceedings. A costs draftsman may have greater expertise in claiming costs from the other side, thus maximizing the chances of recovery of cost whilst reducing overall costs to you. If, cost draftsman's legal cost expertise is required, such cost will be charged to you, with your prior approval.
- 5.13 We feel that it is more productive and cost effective to contact you only when required. For example, we will ordinarily contact you when there has been some development on your file. This will particularly be the case on fixed fee matters. If, however you want us to keep you updated beyond our standard procedure or you want your matter to be expedited, please let us know but we may charge you on a time basis or charge a premium on top of our normal fee.
- 5.14 Payment of our charges may be made by BACS/CHAPS money transfer, banker's draft, credit or debit card. We do not accept American Express and cannot accept any payment in cash above £1,000 in any 12-month period.
- 5.15 We do not undertake work, which is publicly funded, otherwise known as Legal Aid.
- 5.16 If you feel that any invoice from us is not what you expected or is not in accordance with these Terms and Conditions, please tell the person with responsibility for your matter immediately. Although we are confident that the problem will be quickly resolved, you can request that our invoice be assessed under Part III of the Solicitors Act 1974, further details of which we will provide on request.

6. Our Bills

6.1 Unless otherwise agreed:

- (a) Divorce, Wills and Lasting Power of Attorneys - our bill(s) and any other monies owed to us is payable at either near the conclusion of the matter, or at certain stages.

We may also ask for payment on account at the beginning of your matter.

- (b) Property sales – you agree that our bill(s) and any other monies owed to the firm can be deducted from the proceeds of sale. There are circumstances where a sale may take more than three months to complete. In those cases, we reserve the right to send you bills every three months for the work done.
- (c) Property purchases - our bill will normally be sent to you and be payable prior to completion. There are circumstances where a purchase may take more than three months to complete. In those cases, we reserve the right to send you bills every three months for the work done.
- (d) Administration of estates - it is our usual practice to deliver bills at intervals during the administration process. A bill will normally be raised when the grant/letters of administration has been issued to cover that part of the work. If it then transpires that it will take some time to complete the administration process, further bills will be rendered periodically with the final bill presented when the estate accounts are delivered for approval.
- (e) Litigation and other matters - we will raise monthly or regular bills.

6.2 Unless otherwise agreed, our bills are payable within 14 days of presentation.

6.3 On most matters, such as fixed fee matters and administration of estates, any bills that we raise will not be itemised but will have a short description of the work done.

6.4 Sending a bill by email will constitute valid delivery of that bill.

6.5 You are responsible for paying our bill(s). In litigation/tribunal cases:

- (a) If you are successful, the court may make an order that the other party pay some of your charges and expenses. Even if this happens, you are still ultimately responsible for our bills and expenses. Regardless of any court/tribunal order, you agree to pay, in accordance with these terms and conditions, any bills that we have or may raise and any expenses that we have or may pay.
- (b) You agree that we can keep any costs or damages that we recover from the other party, and such costs or damages can be deducted from any bills that we have or may raise and any expenses that we have or may pay.
- (c) If you lose, the court may make an order that you pay the other party's legal charges and expenses. The money will be payable in addition to our charges and expenses.

6.6 You agree that where money is held in or paid in our client account on your behalf, and we send a bill to you for work that has been done, or there are fees or bills that remain unpaid by you on any matter on which you have instructed this firm, we are entitled to transfer monies immediately to settle all or part of the bill from the client account to the firm's office account.

6.7 In the event of any bill not being paid in accordance with the terms of this paragraph, we shall be entitled not to undertake any further work on your behalf until the bill is paid in full. If the bill remains outstanding for 14 days and no arrangements have been made to pay the bill, we shall be entitled to terminate your matter.

7. Interest & Banking

- 7.1 If a bill is not paid within 14 days of the bill being raised, we will be entitled to charge interest on the balance due at a rate of 8% per annum with interest compounded, monthly.
- 7.2 Any money received on your behalf will be held in our client account which will be subject to the provisions of the SRA Accounts Rules, which can be found at www.sra.org.uk. Subject to those rules, we shall not be responsible for any loss arising from insolvency of any bank where client monies are held. However, in such an event, you may be entitled to compensation from Financial Services Compensation Scheme (FSCS) in respect of monies which we held for you.
- 7.3 We will pay a fair sum of interest on any money that we hold on your behalf in our client account in accordance with SRA Accounts Rules. The interest that we pay you will be at the standard rate Lloyds Bank plc pays on its Client Call Accounts.
- 7.4 The rate of interest available in our client account is lower than the rate of interest which you can get on other bank or building society accounts. This is because immediate access is required to our client account to comply with the SRA Accounts Rules and to facilitate the smooth completion of transactions.
- 7.5 We will not pay interest on the following:
- (a) if the interest amount calculated is £50 or less;
 - (b) if there is an agreement to contract out of those provisions.
- 7.6 If you obtain borrowing from a lender in a property transaction, we will request that we receive it the day before completion. This will enable us to ensure that the necessary funds are available in time for completion. The lender may charge interest from the date the payment is sent to us.

8. Termination

- 8.1 You have the right to withdraw your instructions to this firm at any time. If you do so, then we have the right to be paid for any outstanding bill, expenses, any other monies owing to the firm and for any work carried out that has not been billed up to the date your instructions came to an end.
- 8.2 Without prejudice to any other rights or remedies we shall have the right to a lien (a right to keep possession of property) over any of your property coming into our possession or under our control (such as court papers) as security for all liabilities that is due or shall become due to us from you. Our right to a lien is regardless of whether your matter is terminated by you or by us.
- 8.3 We can stop acting for you under certain circumstances. Examples of when we can stop work on your matter include the following:
- (a) You fail to make payments on account of costs and disbursements within the time requested;
 - (b) You fail to pay within 14 days of any bill that has been sent to you or come to an agreement with us as to how that bill will be paid;
 - (c) You ask a fee earner to do something which would break the professional rules which govern the legal profession;
 - (d) You conduct your matter unreasonably or disproportionately, or you are covered by legal expenses insurance (if applicable), but the cover is stopped by the insurer;
 - (e) You fail to provide clear, timely and accurate instructions;
 - (f) You fail to supply appropriate proof of evidence as to your identity or for any principal whom you may represent;

- (g) We have concerns about the legitimacy of your funds or the legitimacy of your matter;
- (h) Where the client is a limited company, the director or shareholder refuses to provide a personal guarantee guaranteeing our charges and expenses;
- (i) Your insolvency;
- (j) The discovery or creation of a conflict of interests;
- (k) The relationship of trust and confidence necessary between solicitor and client ceasing to exist between us;

8.4 The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 gives you the right to cancel contracts made off-premises without giving any reason. The cancellation period is 14 days, starting the day after you receive our Terms and Conditions.

- (a) To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement e.g., by a letter sent by post, or fax or email.
- (b) To meet the cancellation deadline, you will need to send your communication to us concerning the exercise of your right to cancel before the cancellation period has expired.
- (c) We suggest that you either write to us at 15 South Brink, Wisbech PE13 1JL, or email us on us at helpdesk@browsers.co.uk for the attention of the Practice Director along the lines of:

“I hereby give you notice that I cancel my contract for the supply of legal services ordered on

Signed: Dated:

Print Name:

Address:

- (d) Such wording 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.
- (e) If you instructed us to commence work during the cancellation period, you waive your right to cancellation and will be required to pay for our charges and any expenses that we incurred until you cancelled the contract.

9. More about the firm

9.1 We maintain Professional Indemnity Insurance in accordance with the SRA Indemnity Insurance Rules to a minimum sum of 3 million pounds to cover any negligence or fraud per matter. Our participating insurer is LawSelect, 140 Leadenhall Street London EC3V 4QT and our policy numbers are UKSOL2300713 & UKSOL2300714. The territorial coverage of this policy is available on request from our Practice Director, Mr Chris Ringham at 15 South Brink, Wisbech, Cambridgeshire PE13 1JL.

9.2 We currently hold the Law Society’s Lexcel quality standard. Lexcel aims to ensure quality standards of file management for the benefit of clients. To achieve and maintain this accreditation we are required to permit an independent assessor to inspect our files to check we have complied with the relevant procedures. If you decide that you do not wish your file to be made available for assessment, please notify us in writing.

9.3 We are committed to promoting equality and diversity in all our dealings with clients, third parties and employees. We will not discriminate in the way we provide our services on the grounds of sex (including gender reassignment), marital status, sexual orientation, disability, race, colour, religion, age, nationality or ethnic or national origins.

9.4 Our offices are open between 9.00 hours and 17.00 hours on Monday to Friday except bank holidays and any other days that we advertise. Messages can be left on the answerphone outside those hours and appointments can be arranged at other times when this is essential. Occasionally we may need to close our offices during lunch hours, usually between 13.00 hours and 14.00 hours.

10. Data protection

10.1 The firm is a 'data controller' for the purposes of the relevant Data Protection Act and deals with all personal data in accordance with that Act. The information you provide will be used by us to provide legal services to you and for related purposes including updating and enhancing client records, analysis to help us manage our practice, statutory returns, and regulatory compliance. We may also have to pass on relevant details to a third parties if your case requires it. You can ask at any time for us to tell you what personal data we hold. Please note that you are responsible for ensuring the accuracy of all personal data supplied by you to us and we will not be held liable for any errors unless you have advised us previously of the changes to your personal data.

10.2 We may also need to make credit decisions about you (for example in relation to payment of costs) and we may search the files of credit reference agencies who will record any credit searches on their file. By agreeing to these Terms and Conditions, you agree to us doing so.

10.3 From time to time, we would like to send you information about the additional services we offer. If you do not wish to receive such information, then please write to the Data Protection Officer at the following address: Bowsers, 15 South Brink, Wisbech, Cambridgeshire. PE13 1JL.

10.4 A full copy of our Privacy Notice setting out in greater detail the above points and other relevant information is available on our website at www.bowsers.co.uk. If you do not have access to the internet and would like a copy of the Privacy Notice, please contact or write to the Data Protection Officer at the above address.

11. Emails and cybercrime

11.1 Communication by email is usually prompt. However, email carries some inherent risks, namely potential lack of security and lack of confidentiality. If you communicate with us by email or sent us an email or give us your email address, you will be deemed to have accepted the inherent risks in email communication and we shall have no liability for any losses arising from such risks.

11.2 Law firms are deliberately targeted by cybercriminals. Criminals often attempt to divert funds from either the law firm or the client by intercepting email by either impersonating the client or the law firm. For that reason, you must take extra precaution, such as installing appropriate antivirus and anti-malware software.

11.3 It is extremely unlikely that we will change our client account details during the course of your matter and will never do so at short notice.

11.4 If you provide your email address to us, we will email our client care letter which will have our client account details. If you are intending to transfer any money to our client account, you must always call the fee earner to confirm the client account details before making any transfer. The same applies if the client account details were provided by telephone, or by secure email, or if you receive notification that our account details have changed.

11.5 You will need to provide your bank details to us and the easiest way to do this is for you to provide a copy of your bank account statement to prove that you hold that account. The fee earner will let you know how and when you should provide your bank details. If you change the account into which any of your funds are to be paid part way through your matter, we may ask you to attend the office with a bank account statement for the new account before we agree to transfer funds to that account.

11.6 We shall not be responsible for example any loss or damage arising from:

- (a) the unauthorised interception, re-direction, copying or reading of emails including any attachments; or
- (b) the effect on any hardware or software of any emails or attachment which may be transmitted by us, unless caused by our negligence; or
- (c) our acting on instructions which appear to come from you but in fact do not, for example where your account has been hacked, unless we are negligent to do so.

12. Money Laundering & Mortgage fraud

- 12.1 We are obliged to comply with the relevant Money Laundering Regulations and Proceeds of Crime Act. As part of these regulations, we will need to verify your identity. We will ask you to provide at least one item to confirm your identity, such as your passport or photo driving license, and at least one item to confirm your address such as a recent, not more than 90 days old, utility bill or bank statement. If your matter takes 12 months or longer, we will ask you to provide further documents as necessary.
- 12.2 We are likely to make use of internet-based searches and use their databases to help ascertain your identity and any money laundering risks.
- 12.3 Personal information and identification documentation that you provide may be disclosed to a credit reference agency, which may keep a record of that information and documentation.
- 12.4 Unless you contact us, having now been informed how your personal data will be used, that you object to the use of such searches, it will be deemed that you consent to their use. However, if we cannot carry out the necessary searches, we will not be able to act for you.
- 12.5 We may also have to ask you to provide similar information/documentation for others, such as beneficiaries of a trust or beneficiaries of an estate. We may need to carry out internet-based searches on any beneficiaries who receive an inheritance.
- 12.6 If you are unable to provide the evidence that we require or fail the internet-based searches, we have the right to stop acting for you.
- 12.7 We have a duty to investigate the source of funds which are paid to us or about to be paid to us and conduct ongoing monitoring. Therefore, for any monies paid to us or about to be paid to us we reserve the right, to ask you to provide us with a copy of the bank statement showing the funds and provide us with an explanation of the origin of the funds to that account. We may then need to ask you for further proof of that origin. You must also inform us of any subsequent change in the source of funds.
- 12.8 We are required by the Money Laundering Regulations to disclose to the NCA the circumstances of a transaction where we know or suspect that there is or could be any element of money laundering or proceeds of crime. This disclosure is required under the relevant legislation and is an exception to our normal duty of confidentiality.
- 12.9 Proceeds of crime are assets or income which have been acquired through some illegal activity, for example drug-trafficking, non-payment of tax or fraudulently obtaining benefits. If a report is made to the NCA, the firm must stop work on the matter until it is authorised by the NCA to proceed. Any fees, disbursements and other charges incurred in complying with the above will be charged to you.
- 12.10 There may be circumstances in which the firm considers that it is obliged to make a report to the NCA which it later transpires was not required by law. By instructing the firm you agree that such reports can be made.
- 12.11 The firm cannot accept responsibility or liability for any loss, damage, or expense (whether direct, consequential, or otherwise) arising from any delay or otherwise because of making any reports to the NCA and ensuring compliance with its statutory obligations.

12.12 We are required to be vigilant and to protect our lender clients against mortgage fraud. We therefore must ensure, on all conveyancing matters, that the purchase monies, including any deposit, are paid through our own bank account and not direct to the seller or anyone else. We are also obliged to report any allowances or incentives, offered by the seller, to your lender.

13. Stamp Duty Land Tax (SDLT)

13.1 Transactions involving property may give rise to an obligation to file an SDLT return. Please note that, whilst we will assist you in preparing the return and submit it on your behalf, the obligation to file the return is personal to you and returns will need to be signed by you.

13.2 SDLT is calculated by reference to all aspects of a transaction, not necessarily just those parts that are legally documented. A return is to be filed within 14 days of the effective date of any transaction, which may not necessarily be legal completion, for example, if early possession is taken. It is therefore important that you keep us apprised of all aspects of a transaction in order that we may assist you to complete and file the necessary returns accurately.

13.3 We do not advise on avoidance schemes or on other issues to do with SDLT which may need specialist taxation advice.

13.4 You may wish to seek independent and expert advice on SDLT payable, particularly if looking to claim a mixed-use or multiple dwelling relief, and especially where the surcharged rate of SDLT may be applicable.

14. Acting for more than one client & acting for a limited company

14.1 Where we act for two or more clients jointly:

- (a) it is on the understanding that we are authorised to act on instructions from either, both or any of those clients. If this situation changes you must notify us in writing at the earliest opportunity;
- (b) the liability of those clients is joint and several;
- (c) each joint client irrevocably permits us to disclose to any other of the joint clients at any time any information which we would otherwise be prohibited from so disclosing by virtue of our duty of confidentiality. If any joint client ends this permission during the provision of the relevant services, or if a conflict of interest arises between joint clients, we may suspend or terminate the provision of the services related to that matter to one or more of the joint clients.

14.2 When accepting instructions to act on behalf of a limited company, we may require a director and/or controlling shareholder of that company to sign a form of personal guarantee in respect of our charges and expenses. If such a request is refused, we will be entitled to stop acting and will require immediate payment of our charges on an hourly basis and any expenses that were paid.

15. Confidentiality & Disclosure

15.1 You agree not to make our work available to third parties without our written consent. This is particularly important in relation to maintaining legal privilege over any advice provided to you by us.

15.2 We are under a professional and legal obligation to keep your affairs confidential, subject to:

- (a) statutory exception: Legislation on money laundering and terrorist financing has placed us under a legal duty in certain circumstances to disclose information to the NCA (see Money Laundering Section);
- (b) regulatory requirements such as audit provisions under the SRA Accounts Rules;
- (c) quality audits undertaken by independent inspectors (for example as part of various accreditations that we hold and maintain);

- (d) documents and information relevant to any claim or potential claim being supplied to our professional indemnity insurers in the event of our having to inform our insurers of any notifiable circumstances under the terms of our policy;
- (e) we may also outsource work. This might be for example typing, or photocopying, or costings, or research and preparation to assist with your matter, such as taking advice from counsel. Information from your file may therefore be made available in such circumstances. We will always aim to obtain a confidentiality agreement from the relevant third party, save where that third party is already under a professional obligation to maintain confidentiality and we rely on that professional obligation;
- (f) the review of your files in a due diligence exercise relating to the sale or transfer of all or part of our business or the acquisition of new business;
- (g) to comply with court and tribunal rules, all documents relevant to any issues in litigation, however potentially damaging to your case, have to be preserved and may be required to be made available to the other side.

15.3 By accepting these terms, you consent to disclosure of your files of papers in the above circumstances on the basis that the third parties involved will be required to maintain confidentiality in relation to your files, where required.

15.4 In property transactions, you authorise us to disclose to the other parties to the transaction and, if applicable, other parties in the chain of transactions, all information which we have in relation to your involvement in the transaction, including any related sale or mortgage, financial arrangements and desired dates for exchange and completion.

15.5 Where we are also acting for your lender in a transaction, we have a duty to fully reveal to your lender all material facts which will include any differences between your mortgage application and information we receive during the transaction.

16. File ownership, storage, and destruction

16.1 We will be entitled to keep your papers and other items in our possession whilst there is still money owed to us for our fees and expenses.

16.2 Once our bills and expenses have been paid, and except for those papers that you request to be returned to you, we will retain papers arising from our work for you in storage for a minimum of 6 years from the date on which our file is archived or we tell you that we are closing your file. At the end of that 6-year period those papers may be destroyed by us without reference to you.

16.3 We will not destroy any deeds, Wills, or other documents you ask us to keep in safe custody. We shall however not accept any liability for the loss, or damage to items held by us on your behalf arising from those items being either lost, or damaged or destroyed.

16.4 We may make a charge for the recovery, production, copying, delivery or reading of any Wills deeds or other papers and for dealing with any correspondence in respect of papers held in storage.

17. Tax advice & Financial Conduct Authority

17.1 Any work we do for you may involve tax implications or may require consideration of tax planning strategies. We may not be qualified to advise you on the tax implications of a particular transaction that you instruct us to carry out. If you have any concerns in this respect, please raise them with us immediately. If we can undertake the research necessary to resolve the issue, we will do so and let you know. If we cannot, we should be able to identify a source of assistance for you.

17.2 We are not authorised by the Financial Conduct Authority. However, we are included on the register maintained by the Financial Conduct Authority. We can carry on insurance mediation activity, which is broadly the advising on, selling and administration of insurance contracts. This part of our business, including arrangements for complaints

or redress if something goes wrong. The register can be accessed via the Financial Conduct Authority website at www.fca.org.uk.

18. Copyright

18.1 When we prepare documents, the copyright for them belongs to us. You are licensed to use those documents for the purpose that it was created.

19. Future Matters

19.1 Following completion of your matter, we are under no duty to remind you about ongoing or future obligations or required actions, for example, service of notices or filing of tax returns. Should you wish us to act on your behalf in such matters, you must instruct us at the appropriate time. We are under no duty to retain files relating to this matter for longer than six years.

19.2 We may from time to time share with you publications or articles which we believe may be of interest to you, unless you have specifically stated that you do not wish to receive such publications or articles.

20. Problems

20.1 If you are unhappy about any aspect of the service you have received or about your bill, in the first instance please contact the fee earner handling your matter. If the fee earner cannot resolve the problem to your satisfaction, or you would prefer not to speak to the fee earner about the difficulty, please contact Akhil Choudhury by post at 10 Market Place, March, Cambridgeshire, PE15 9JQ or by email akhil.choudhury@bowsers.co.uk

20.2 We have a procedure in place which deals with complaints. For further details of our procedure, please visit our website bowsers.co.uk/complaints-procedure/.

20.3 We have eight weeks to consider your complaint. If we have not resolved complaint within this time you may complain to the Legal Ombudsman. Legal Ombudsman can be located at PO Box 6167, Slough SL1 0EG.

20.4 The Legal Ombudsman's time limits for accepting a complaint are six years from the date of act/omission or three years from when the complainant should have known about the complaint. Where you have been provided with full information about your right to make a complaint to the Legal Ombudsman then you must make your complaint to the Ombudsman within six months from the end of our complaints process.

21. Headings

21.1 The headings in this Terms and Conditions are inserted for convenience only and shall not affect its construction.

22. Entire agreement

25.1 These Terms and Conditions and our client care letter(s) form the entire agreement between us and you as to the terms of our appointment by you, to the exclusion of all other correspondence and discussion.

23. Severance of Terms

26.1 If all or any part of any individual provision of this agreement is or becomes illegal, invalid or unenforceable, the remainder of the terms of the agreement will remain valid and enforceable.

24. Governing Law

24.1 This agreement is governed by English Law and by accepting these terms you submit to the exclusive jurisdiction of the English Courts.