

Our Agreement With You

This is an important document; please keep it safe.

Curwens is a Limited Liability Partnership. Our registered office is Crossfield House, Gladbeck Way, Enfield EN2 7HT. The expressions "Curwens", "we", "us" and "our" used below refer to **Curwens LLP** and any successor practice or service company owned or controlled by or on behalf of Curwens LLP or any of its members and, as the context requires, all members of, consultants to and employees and agents of Curwens LLP. The term "partner" means a member of Curwens LLP or a senior employee of equivalent standing.

We are authorised and regulated by the Solicitors Regulation Authority (SRA).

The SRA is the independent regulatory arm of the Law Society of England and Wales, our professional body. Our firm and our solicitors are governed by Codes of Conduct and other professional rules. For further information on the role of the SRA and the rules and regulations that apply to our services, please visit: www.sra.org.uk.

This leaflet sets out our terms of business and will govern the contract between us (technically called a "retainer") now and in the future, unless and until replaced.

GENERAL INFORMATION

- (i) the legal service supplier is Curwens LLP - more details about us including our registered office, address, telephone, fax and email can be found on page 6 of this leaflet.
- (ii) the contract is for the provision of legal services as discussed between us and/or explained in our initial Client Care letter.
- (iii) information on our charging arrangements/legal costs is given on page 2 of this leaflet. Where a fixed price does not apply, we will endeavour to provide you with a costs estimate and regular cost updates as outlined in our client care letter.
- (iv) the contract for services will be ongoing until either the work is concluded by us or until terminated by either party.

BEFORE WE START WORK

When you contact us, we will send you a letter setting out important information, usually enclosing this leaflet and any other relevant information, including information about costs. We ask you to confirm, **in writing**, that you are instructing us, having had the chance to consider all the relevant information. We will usually only start work for you once you have signed and returned the duplicate of our initial "Client Care Information" letter, provided us with proof of your identification and/or paid some money on account. Nevertheless, these terms apply even if you do not do so. You agree that you do not require us to provide you advice or further services in relation to any aspect outside of the scope of the services so agreed.

SAFE WORKING

It is our aim to maintain a good working relationship with all of our clients.

Please note, however, that we will not tolerate violence and aggression. We understand that our clients may be experiencing stressful times, and we will endeavour to support our clients throughout this but no member of our staff should be subjected to unreasonable, violent, threatening and abusive behaviour, whether verbal, physical or written, on the phone or in person.

If, at any time, a member of staff encounters unreasonable, violent, threatening and/or abusive behaviour from you (or by a third party on your behalf), whether verbal, physical or written, then we reserve the right to take immediate action to protect our staff. This may include imposing restrictions or controls, whether temporary or longer-term, on how we engage with you going forward. Violence or threats of violence will also be reported to the police where appropriate. In some circumstances, the firm may determine that we have to cease acting for you and terminate your retainer (see below).

WARNING – CYBERCRIME & E-MAIL FRAUD

You will have heard that criminals are using extremely sophisticated methods to try to get into your bank account. Curwens cannot accept responsibility if you transfer funds to the wrong bank account. If you receive any other communication purporting to come from us and which purports to change our bank account details or to request that you send funds to another account, please **do not rely on this** and immediately contact the person at this firm

handling your matter by telephone. [Please see contact telephone numbers on page 6] Even if the request appears to have come from us, you must **never** send funds to another account unless and until you have verified this with us.

Bank Details

Please note our bank details for transfer of funds:

Barclays Bank PLC,
Hatton Garden Business Centre, 99 Hatton Garden, London EC1N 8DN
Account: 13078582
Sort Code: 20-37-83
Name: Curwens LLP Client Account

We cannot send or receive monies by way of Bitcoin, or any other virtual currency.

SENDING MONEY TO YOU

You must take care to protect your own data and bank account details. Confirming your bank details by email should be avoided.

For all new matters, the person overseeing your matter will contact you by telephone to verify your bank account details, prior to our sending funds to you. We are sorry if this causes any delay to the processing of payments, but we do consider that these steps are necessary to help protect you and your money from fraud.

If you are a long-standing client of the firm and/or a client to whom we have previously transferred funds and your bank account details have not changed, we will rely on our previous transactions rather than contact you via telephone for verification unless circumstances exist which increase the level of risk or we otherwise consider it appropriate to do so.

CONFLICTS OF INTEREST

As soon as we can, after you contact us, we will check whether there is any professional impediment that would prevent us from acting for you. In particular, we will check whether we have acted for anyone else involved (for example your opponent in a prospective litigation case). If we have, in some cases we may have to stop acting for you.

RESPONSIBILITY FOR YOUR CASE

YOUR PERSONAL CONTACT

Any matter we deal with on your behalf will be the responsibility of one of our lawyers who is your personal contact for that matter. We will tell you their name and status (partner, solicitor or as the case may be). He or she is responsible for advising, acting and reporting to you on the work you have instructed us to deal with for you.

We try hard to avoid changing the people who are handling your work, but if this cannot be avoided, we will notify you promptly who will be handling your matter and why the change was necessary. During holiday periods, maternity leave or if one of our lawyers leaves for any reason, a locum may be employed.

SUPERVISION

If your case is not actually being dealt with by a partner, your personal contact is, nevertheless, responsible to one. That person's name will be given to you in our letter confirming your instructions. The partner has general responsibility for the work in his or her department and advises on any particularly complicated questions. In some cases, a partner will actually oversee the case.

COMMUNICATIONS

We aim to keep clients fully informed about progress with their case. We will report to you regularly, and where appropriate, provide you with copies of correspondence (both incoming and outgoing). In most cases we provide written confirmation of our advice, for ease of reference. We will always endeavour to communicate with you in plain language.

You must ensure that all the information you provide to us is, to the best of your knowledge, complete, accurate and up to date. You should also notify

us of any changes or variations to that information which may arise after the date it is passed to us and of any new circumstances that might be relevant to the work we are undertaking. Please keep us up to date. If your personal contact is not available, their secretary can usually assist.

We will also provide you with news, information, and advice informing you about recent changes in the law that might affect you, and about other services offered by the firm that you might require at some time. If you do not require these updates, you can unsubscribe from this service at any time - by either clicking the 'unsubscribe' link in the email, or by emailing us at: unsubscribe@curwens.co.uk.

CONTACTING US

Our normal office opening hours are weekdays between 09.00 and 17.30. Appointments can be arranged outside those hours when essential to the interests of a client. We are closed on Bank Holidays, and usually between Boxing Day and New Year's Day each year.

JOINT INSTRUCTIONS

Where we are jointly instructed by you and another client to act in a matter, we will assume that either of you are authorised to give us instructions, unless either of you advise us otherwise. In addition, as matters progress, we may need to act on instructions of other people from whom we consider it is reasonable to take instructions in order to progress the matter within the timescales set. Unless informed of any change, we will assume that this remains the case until our work is completed.

TAX ADVICE

We do not normally give tax advice to clients, except where we specifically advise you that we do so, for example in relation to certain Wills and associated estate planning.

LEGAL COSTS

GENERAL

At the outset of a matter, we will explain how you are to be charged and as far as possible provide an estimate of costs based on the information then available. As you will appreciate however, a matter can often end up taking quite a different shape from that envisaged at the time when it starts, and the legal advisers are instructed. Accordingly, it can be difficult to come up with a clear estimate. However, as matters progress, we should be able to provide you with more detailed estimates of our likely costs and will keep this under review with you.

In order that you may better monitor the level of costs, we will in many cases bill you periodically, for example on a monthly or quarterly basis. We will ask you to pay money on account of disbursements (expenses paid on your behalf) and usually in respect of our own work undertaken on your instructions.

Where it is apparent that our fee estimate is likely to be wrong, we will tell you beforehand and explain the reasons for any increase with you before the original estimate is exceeded. Whenever there is a material change in circumstances, we will update you on whether the likely outcomes still justify the likely costs and risks associated with your matter. We will also continue to review whether there are alternative methods by which your matter can be funded.

HOW WE CALCULATE OUR CHARGES

The most important element in legal bills is usually the time spent by each grade of lawyer involved in a case. Our fees are expressed as an hourly charge-out rate. The rates are reviewed twice yearly, and changes will be notified to you. Routine letters and telephone calls are charged as a unit of six minutes (as prescribed by court rules). Routine letters *received* are at our discretion charged as a three-minute unit.

Our fees include the time spent on:

- dealing with your matter, including meetings and telephone calls to and from you and others
- considering, preparing and working on papers
- correspondence
- travelling and waiting time

There may also be a further element in the fee for exceptional difficulty or importance or for carrying out instructions with exceptional speed at the request of the client. Where this becomes apparent, we will notify you of this.

If the value of the property involved in a transaction is substantial, a value element of between 0.1% and 0.5% may be added but you will be notified of this beforehand.

CHARGING RATES

Typical hourly charging rates applying in Curwens are:

- partner - £200 - £420
- solicitor (associate/senior) - £200 - £350
- solicitor - £150 - £250
- legal executive or licensed conveyancer - £150 - £250
- litigation or conveyancing executive - £120 - £250
- paralegal, trainee solicitor - £100 - £180
- secretary or other - £70 - £100

Secretarial time is only charged to you if it consists of time spent in executive work (i.e. work which a lawyer would otherwise do).

We are registered for VAT purposes. Our VAT registration number is 232 1635 00. All fees are quoted exclusive of VAT, which will be added where appropriate. Currently, the VAT rate is 20%.

Limits

Whilst it is often not possible to estimate charges in advance, it is open to you to notify us of any limit which you wish to impose on our charges after which further reference will be made to you. We will advise you when it appears that any costs estimates or limits are close to being exceeded. Notwithstanding any estimates or costs limits however, the final bill will be a product of the amount of time our fee earners spend on the matter and our agreed fee rates; any estimates provided are neither intended to be a cap nor a target billing figure. Therefore, if significant further work is required in addition to that currently envisaged or if the timetable is extended significantly, our fees will be greater than our indicative estimates. Should it become apparent at any time during the course of the matter that significant further work will be required, we shall of course let you know.

Third party responsibility

In certain circumstances, there may be an expectation that a third party (including an insurer) will pay your costs. We may at our discretion issue invoices to a third-party funder and accept payments from them but you will remain liable to us for all charges. In the event that the third party does not pay the sums due, you will be required to pay them.

LITIGATION COSTS

The general points made here in relation to billing and costs, apply in litigation cases. However, there are special considerations in relation to litigation costs which the lawyer responsible for your file will explain to you in more detail.

LEGAL EXPENSES INSURANCE

You should check your insurance policies (particularly commercial and home contents policies) to see whether you have 'Before The Event' (BTE) legal expenses insurance. 'After The Event' (ATE) insurance products may also be available (for an individually quoted premium) to cover your opponent's costs or even assist with your disbursements, if you lose a litigation case.

Please note that where you instruct us under a BTE policy as nominated solicitors appointed by your insurers, the retainer to act for you will end immediately and without the need for us to give you advance notice if and when funding is withdrawn by the insurer.

CHARGING PROCEDURES

We have the right:

- to require payment in advance towards professional fees and disbursements
- to issue interim, or alternatively what are known as "on account" bills on a monthly or other periodic basis.

Disbursements (i.e. payments on your behalf such as court fees, Stamp Duty Land Tax [SDLT] or expert reports) and expenses (such as search fees) are payable on request. We may charge you for abnormal postage costs or courier charges which we pay on your behalf and for copying costs where significant numbers of copies are needed or when external copying is required. We shall include in our invoices any charges relating to your matter which are passed on to us by third parties.

Our bills are payable *upon presentation*. If they are not paid within one month of delivery we have the right:

- to charge interest on the total amount outstanding at the rate applicable to county court judgement debts (currently 8%) or, if higher, 3% above bank base rate
- to require immediate payment for all other outstanding work
- to cease acting for you and to instruct those whom we are responsible for paying (e.g. barristers and experts) to cease acting.

Matter not concluded

Unless otherwise agreed in writing, our fees are payable **whether or not a matter is successfully concluded**. If any matter does not proceed to completion for any reason during the period in which we are instructed, then we will be entitled to charge for work done by proportion of the agreed fee as set out above but, at its absolute discretion, we may waive part or all of such entitlement to fees.

DOCUMENTS: RETENTION AND SOLICITORS' LIEN

The contents of our files, including all documents generated in the course of our work, belong to us, however, documents containing legally binding agreements, such as wills, title documents and grants of representation do not.

We are entitled to retain all documents, client money held by us on account of general costs and disbursements and property in our possession until all money which you owe us from time to time has been paid. The technical term for this is a **lien**. Subject to our lien, we will normally release our file to you or another firm of solicitors. If, instead, we prepare a copy for you, you must pay our reasonable copying charges.

In property purchases where we also act for a lender, our duties to the lender will normally require that the original file be retained in our possession. We shall not be liable for documents lost or damaged while in the possession of any postal, delivery or courier service.

STORAGE OF FILES

We archive clients' files between 3 and 12 years after the matter completes (depending on the category of law). If you would like your file, please let us know as soon as the matter is finished. If we retrieve papers or documents from archive in relation to continuing or new instructions to act in connection with your affairs, we will not normally charge for such retrieval, however, we may make a charge to deal with enquiries, based on time spent producing archived papers or documents to you or another at your request. We may also charge for reading, correspondence or other work necessary to comply with the instructions given by you or on your behalf. We will not destroy documents you ask us to deposit in safe custody.

CUSTODY OF DEEDS, WILLS, AND SIMILAR DOCUMENTS

We are happy to retain deeds, wills and other documents in safe custody for you, however, this involves a cost to us. We make a charge which will be payable on the deeds or documents being retrieved from safe custody, however, if we are instructed on the relevant matter, we will waive the charge.

Item	Amount	Period
Deeds	£60 + VAT each	5 years
Wills	£40 + VAT each	5 years

Other documents are assessed individually.

ANTI-MONEY LAUNDERING POLICY AND PROCEDURES

We are often required by law to verify the identity of a client before commencing work and from time to time thereafter. If satisfactory evidence of identity is not provided, we will be unable to act for you. We reserve the right to use electronic means of identification of clients.

Depending on the type of matter and the particular circumstances of the instructions, we may ask you to provide us with proof of your identity, to make searches of appropriate databases and/or to obtain detailed information about the source of any funds or your financial circumstances and the sources of your income or wealth. Where in the course of our checks it is established that the intended funds for your matter are the proceeds of crypto assets, we may pause and subsequently cease work on your matter, unless we can verify that funds from an alternative source have been made available. This information will usually be requested at the outset of the matter and before any work can commence but it may also need to be requested again at other times during the matter, as appropriate.

Please note that we will not normally accept instructions to pay money to third parties, because of the requirements of the Anti-Money Laundering legislation. Furthermore, payments in cash over £600 will not normally be accepted. 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.*

We do not accept payment by cryptocurrency or by the proceeds of crypto assets.

AML – THE PROCEEDS OF CRIME ACT 2002 ('POCA')

The Act requires solicitors, accountants, and certain other professionals to report any suspicion of money laundering to the relevant authority, the National Crime Agency (NCA), in certain circumstances.

'*Money Laundering*' is defined widely and includes involvement with the proceeds of any criminal conduct, without minimum amount.

A person commits an offence if:

- he or she conceals, disguises, converts, transfers or removes criminal property from the country;
- he or she enters into or becomes concerned in an arrangement which he or she suspects or knew would make it easier for another person to acquire, retain, use or control criminal property;
- he or she acquires uses or has possession of criminal property.

The term "criminal property" covers any activity whereby a person obtains a benefit from an illegal dealing, for example tax evasion.

If any such information comes to our attention and we are put in a position whereby we could commit one of the offences listed above, we are usually bound to notify the NCA. This includes information received in relation to the illegal activities of a third party. The penalties for us in not notifying the NCA include a sentence of up to 14 years imprisonment and/or a fine.

Once such a notification has been made, we are prevented from continuing to act on your behalf until we obtain the consent of the NCA to do so. Normally such consent will be given within 8 working days, but in some circumstances may be extended by a further 31 days.

It is a central element of advising and representing clients that we keep you informed, however, in the context of the Act, we cannot always do so. Please note that we cannot do any act that may amount to tipping off you, or a third party, or that may prejudice any investigation conducted by NCA.

In most cases, a client's right to what is known as legal professional privilege is not overridden by POCA. The ordinary right of confidentiality, however, is. We ask our clients to understand the sometimes difficult position this Act puts us in. For example, we may now have to ask clients for whom we have acted for many years to identify themselves by producing a passport etc. Also, some transactions may now be more difficult, or may not proceed at all.

YOUR MONEY IN OUR CARE

To progress your matter, Curwens may ask for money from you, in order to fully or partly fund a particular transaction. If we do, we will place that money on deposit with a reputable financial institution. Curwens, like all other UK solicitors, do this under the strict rules of the Solicitors Regulation Authority. We make every endeavour to protect your money at all times, but in the event that the financial institution in which we deposit your money should fail, Curwens, along with you, would seek compensation under the

Financial Services Compensation Scheme which would provide security for up to £85,000 of your money on deposit with that institution.

*This is the limit applying at the time of writing. Only individuals and "small" companies, as defined by the Companies Act 2006, are covered under this scheme. For further information please see www.fscs.org.uk.

BANKING AND CLEARANCE OF CHEQUES & BANKERS' DRAFTS

When a cheque and/or bankers draft is paid into a bank account it normally takes several days to clear. We cannot pay out until we have confirmation of clearance. In conveyancing transactions, funds will have to be received from a recognised UK bank or building society in sufficient time to clear before any dependent transaction can be completed. The same problem can arise where lenders fail to send completion money in time (7 days) for clearance before completion. SRA rules forbid us to use one client's money for another's benefit. This delay before we can use the money on your behalf frequently causes difficulty and we will usually make a charge if advance or completion funds do not reach us in time to clear before completion. It is vital that there is no delay by our clients or their lenders in providing us with the cleared funds necessary to complete a property or other transaction on the date fixed for completion. Any delay may incur a liability to pay substantial damages under the purchase contract.

INTEREST ON YOUR MONEY AND COMMISSIONS

In the course of acting on behalf of our clients it may be necessary for us to hold your money or money that will become due to you. Any such money will normally be paid into a general client account which will hold the pooled amounts for different clients and matters.

In accordance with the Solicitors Regulatory Authority Accounts Rules 2019 it is the firm's policy to account to its clients for interest on monies held on a basis that is fair and reasonable to both the client and the firm.

Rate and Calculation of Interest

The rate of interest the firm pays is dependent upon the rate offered by our principal bankers and is therefore subject to fluctuations. The rate paid represents the rate that most business clients would be able to achieve if they were to place the same sum in an instant access account with that bank.

Interest will be calculated on cleared funds for interest purposes. On cheques or banker's drafts this will be 2 days after the cheque or draft has been deposited with our bank. For amounts received by debit or credit card, interest will start to accrue from the date of the actual receipt, usually 2 days after the transaction has been authorised. For direct transfers or same day payments the funds become cleared on the day after receipt. Interest will be calculated on a daily basis and calculated on amounts held overnight from the day the funds become cleared for interest purposes. We will not account to you for any sums in lieu of interest where the total amount of interest calculated over the course of the matter is £40 or less. We also reserve the right to charge negative interest if the Bank of England base rate were to fall below 0.01%. We would absorb any cost less than £40, however any charge above this would be re-charged onto you.

Interest will be calculated upon completion of the legal work and credited to your client ledger so it can be paid over to you within 30 days, or upon receipt of your file closure letter (whichever is the earliest).

Designated Deposit Accounts

Where accounts are held outside of a general client account or separate designated deposit account, the rate of interest and date that interest is credited will depend on the type of account held with the relevant institution where the funds are held. In the absence of being advised otherwise, any interest paid to you is paid without any deduction for income tax.

Deduction of Tax

Interest will be paid before deduction of Tax in respect of monies held in our general client account. It is the recipient's responsibility to declare interest received to HM Revenue & Customs and to pay any Income Tax that may be due.

Protection of Client Money

We make every endeavour to protect your monies at all times, but in the event that the financial institution, in which we deposit your monies should fail, Curwens, along with you, would seek compensation under the Financial

Services Compensation Scheme (FSCS). We therefore reserve the right to disclose to the FSCS the names and other details of clients whose money is held there in order to claim compensation up to the applicable limit, which is currently £85,000 for individuals and small businesses (not larger businesses), as if the funds were deposited by you directly.

Furthermore, the FSCS also protects 'temporary high balances' of up to £1m in value. For further information please see www.fscs.org.uk.

SANCTIONS

The UK sanctions regime imposes serious and extensive restrictions on our dealing with clients (and other third parties) who are or become a designated person under the UK sanctions legislation. There are specific reporting obligations and prohibitions (with potential penalties) on carrying out certain activities or behaving in a certain way where financial sanctions apply.

As such, to determine if we can act for you in a certain matter or if there are any other reporting duties we need to comply with, we may also need to conduct additional verification checks on you, other persons such as directors or beneficial owners of a company as well as, potentially, other third parties such as counter-parties in a matter.

LEGAL NOTICES

THE CONSUMER CONTRACTS (INFORMATION, CANCELLATION AND ADDITIONAL CHARGES) REGULATIONS 2013

If you conclude the agreement for Curwens to act for you by means of a "distance communication" (in other words, not face to face) or if the contract is made "off-premises" (i.e. in a place that is not our business premises, such as in your home or at an exhibition) *then the above regulations will apply* and you will have the right to cancel this contract, without giving any reason, within 14 calendar days of entering into the contract.

To exercise your right to cancel, you must inform us, Curwens LLP, of your intention to cancel the contract by sending us clear written notice of cancellation by email, fax or post **within the 14 day** cancellation period.

Should you instruct us to undertake work before the expiry of the cancellation period, you waive your right to cancel as above. If you subsequently seek to cancel the contract, we will be entitled to reasonable payment at the agreed rates for any work undertaken up to the point of cancellation. If we are required to return any items/documents to you, then we will be entitled to charge you for the costs we have incurred in preparing the documents and returning these documents to you.

CONFIDENTIALITY

Solicitors are under a professional and legal obligation to keep the affairs of the client confidential. This obligation, however, is subject to a statutory exception: recent legislation on money laundering and terrorist financing has placed solicitors under a legal duty in certain circumstances to disclose information to the National Crime Agency. Where a solicitor knows or suspects that a transaction on behalf of a client involves money laundering, the solicitor may be required to make a money laundering disclosure. If this happens, we may not be able to inform you that a disclosure has been made or of the reasons for it because the law prohibits 'tipping-off.'

DATA PROTECTION

HOW WE USE YOUR DATA

We are registered as a Data Controller with the Information Commissioners Office. We will use the information that you give us to provide you with legal services, as per your instructions. We will keep your information confidential and will only use it for the purpose(s) for which it was provided or as is permitted in law (i.e. for dealing with complaints or regulatory investigations).

OUTSOURCING OF OUR SERVICES

Sometimes we have outsourcing arrangements with external companies which cover a range of services including, but not limited to, credit control, communication, and scanning/storage facilities to ensure that our services are provided promptly and efficiently. Personal data and confidential

information that we hold may be passed to these providers solely in order for them to undertake these services on our behalf. In doing so we will always take care to ensure that your information remains both confidential and safe. In particular, we have appropriate data protection and confidentiality agreements in place with each of these providers.

SHARING INFORMATION

Occasionally, we may need to share some or all of your information with our quality assurance auditors for the purposes of their assessment of whether we are adhering to quality standards. In particular, our files may need to be assessed for quality purposes by a Lexcel or Conveyancing Quality Scheme assessor and your file may be one of a sample which is to be assessed. Any examination will be strictly controlled and will be shared for the sole purpose of ensuring that our handling of your matter meets the requirements of the quality standard.

However, if you wish, we can mark your file as 'Not To Be Audited' at your request and no outside auditor will see the file. If this is what you would like, would you please write or email **Lisa Dearman**:

HR and Data Privacy Manager, Curwens LLP, Estate House, 19 High Street Hoddesdon, Herts EN11 8SX. Email: lisa.dearman@curwens.co.uk

We may have to share some or all of your information with other third parties. This may include barristers, experts and other third parties who we need to instruct to assist us with your matter. We may also have to share information with the Legal Ombudsman (if you complain about our services) and the Solicitors Regulation Authority (the statutory body that regulates solicitors). In doing so we will always take care to ensure that your information remains confidential and safe. We will liaise with you during your case about which experts, barristers and other third parties we instruct on your behalf.

YOUR RIGHTS

You have rights as a Data Subject under the General Data Protection Regulation as incorporated into the law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 (and known as the UK GDPR) and Data Protection Act 2018 and these include the right to be informed what information we hold about you - a subject access request (though obviously it is likely that you will have provided with such information as we hold). You also have the right to request a copy of any information about you that we hold at any time, and also to have that information corrected if it is inaccurate. You also have rights to complain to the Information Commissioner's Office if you feel that your data is not being handled properly.

In particular, you may have a right of erasure (also known as the right to be forgotten). In certain circumstances, this allows you to request that we erase your personal data. This is not an absolute right however and, once you become a client of our firm, we will be required by our regulators and for legal purposes to retain some of your personal data and other information within casefiles (for retention periods, please see below).

Further Information about your rights and how to exercise them is set out in our Privacy Policy which is made available on our website or will be provided on request.

For information on how your information is used, how we maintain the security of our information, and to exercise your rights to access information we hold on you, please contact us. Similarly, if you believe that the information we hold is wrong or out of date, please let us know and we will update it. The person in this firm responsible for data protection is **Lisa Dearman, HR and Data Privacy Manager**. Enquiries and requests can be made to her by telephone (020 8363 4444), or by mail or email to: **Lisa Dearman**:

HR and Data Privacy Manager, Curwens LLP, Estate House, 19 High Street Hoddesdon, Herts EN11 8SX. Email: lisa.dearman@curwens.co.uk

HOW LONG WILL WE HOLD YOUR DATA?

We will only hold your information for as long as necessary to provide you with legal services and then for only so long as we are required either contractually or under our regulatory obligations. This will generally be six years after the end of your matter. After this time, we will confidentially destroy all information that we hold about you (in accordance with the clauses below relating to storage and retrieval) other than your name, address and date of birth which we will be obliged to continue to hold for the purposes of ensuring that we never act for another client where doing so would conflict with our obligations of confidentiality to you.

THIRD PARTIES

A person who is not a party to these terms of business has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of these terms. This does not affect any right or remedy of a third party which exists otherwise than under the terms of that Act.

MORTGAGE FRAUD

If we are also acting for your proposed lender in a conveyancing transaction, we have a duty to fully reveal to your lender all relevant facts about the purchase and mortgage. This includes:

- any differences between your mortgage application and information we receive during the transaction
- any cash back payments or discount schemes that a seller is giving you.

YOUR OBLIGATIONS TO US

To enable us to work effectively for you, we ask you to:

- provide clear and timely instructions to us when requested and tell us if anything changes;
- read carefully the letters, emails and documentation we send you;
- respond promptly when we ask you for information or documentation;
- provide us with the funds we need from you promptly when we ask for them;
- give us a reasonable opportunity to act on your instructions.

We shall be entitled to rely on the instructions given to us and to assume that whoever gives us such instructions has actual authority to do so. Where instructions are given on behalf of a company, LLP, Trust or other organisation (including a members' organisation) we are entitled to assume that these terms have been brought to the attention of the directors, members, trustees or other appropriate officers of the organisation.

Where our client is more than one person, organisation or entity, the liability of the persons, organisations or entities is joint and several. Each of them authorises us irrevocably to disclose to any of the others any information whatsoever about the matter on which we are instructed, regardless of whether it would otherwise be confidential under our duty of confidentiality as solicitors. If any joint client terminates this authority during a matter, we have the right to suspend or terminate the provision of legal services in relation to that matter to one or more of the joint clients or to cease acting at all.

FINANCIAL SERVICES AND INSURANCE

This firm is 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 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, is regulated by the Law Society. The register can be accessed via the Financial Conduct Authority website at www.fsa.gov.uk/register.

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

Your transaction may involve investments. We are not authorised by the Financial Conduct Authority and so may refer you to someone who is authorised to provide any necessary advice. We can, however, provide certain limited services in relation to investments, providing they are closely linked with the legal services we are providing to you, as we are regulated by the Law Society.

This firm is not authorised under the Financial Services and Markets Act 2000 but we are able in certain circumstances to offer a limited range of investment services to clients because we are members of the Law

Society. We can provide these investment services if they are an incidental part of the professional services we have been engaged to provide.

COMPLAINTS

If you are unhappy about any aspect of the service you have received, or about your bill, please begin by raising the matter with the lawyer acting for you. If he or she is unable to resolve it, please contact our Complaints Partner, Alan Carter, who is based in our Enfield office. Our complaints policy is on our website at: <https://www.curwens.co.uk/complaints-procedures>. If you would like to see a copy of our Complaints Procedure at any other time, please let us know and we can arrange for a printed copy of our complaints procedure to be posted to you.

We have eight weeks to consider your complaint. If for any reason we are unable to resolve the problem between us within that timeframe, then you may ask the Legal Ombudsman to consider the complaint. The Legal Ombudsman may be contacted at PO Box 6167, Slough, SL1 0EH.

Please be aware that any complaint to the Legal Ombudsman must usually be made within six months of your having received a final written response from us about your complaint. Complaints to the Legal Ombudsman must usually be made within one year of the act or omission about which you are complaining; or within one year from when you should have known about or become aware that there were grounds for complaint.

For further information, you should contact the Legal Ombudsman on 0300 555 0333 or visit: www.legalombudsman.org.uk.

If you think a solicitor might be dishonest or you have concerns about their ethics or integrity, you also have the right to notify our regulator, the Solicitors Regulation Authority (SRA). There are no time limits for making a report but there are limits on what the SRA will consider. Please note that the SRA is not able to deal with issues of poor service (complaints of this nature should instead be referred to the Legal Ombudsman). For further information about the SRA's role, please visit: <https://www.sra.org.uk/consumers/>

OUR INSURERS

HDI Global Specialty SE
50 Fenchurch Street
London EC3M 3BE
Policy No. P9010561

Territorial Coverage: The insurance cover is £3 million and includes our practice carried on from our offices located in England and Wales and extends to acts or omissions wherever in the world they occur. A full hard copy of our insurance is available at our offices. Please ask for details.

TERMINATION OF INSTRUCTIONS

We expect to continue to act in any matter on which we have accepted instructions from you until the matter is completed. We shall not stop acting for you except for good reason and upon giving you reasonable notice (except where this is impractical, for example because of an impending court hearing, when short / oral notice may have to be given).

Good reasons include actions which may result in our being in breach of the law or in breach of the principles of good professional practice, our inability to obtain clear instructions from you, where there is a breakdown in confidence between you and us, where we consider there to be a conflict of interest or your failure to pay one of our invoices or to make a payment which we have requested on account of fees or expenses. We may also stop acting for you if you act in an abusive or offensive manner and/or where we are unable to agree a revised fee arrangement with you where the circumstances and/or your requirements change and additional unforeseen work becomes necessary.

If we do stop acting for you, for whatever reason, you will be liable for all fees and disbursements incurred up to the date of termination of the instructions plus any fees and expenses for work necessary in connection with the transfer of your matter to another adviser of your choice and/or removing ourselves from the Court record, as applicable.

If we accept instructions to act for you under a legal expenses insurance policy and the insurer ceases funding, our retainer to act for you will also end. If you want us to continue to represent you, we must both agree and you must enter into a new retainer with us, which will be on our normal terms as to payment.

You may terminate your instructions to us at any time for any reason by giving us written notice.

ENFORCEMENT

In the event that any of these terms and conditions are held to be invalid, the remainder of the terms and conditions within this agreement will remain in full force and effect.

GOVERNING LAW

Our engagement and its performance will be governed by and interpreted in accordance with the laws of England and Wales and we and you submit to the exclusive jurisdiction of the English Courts. Each provision of these terms of business and our letter of engagement is severable and distinct from every other provision.

Unless superseded, these terms of business apply to any future instructions you give us. Your continuing instructions in this matter will amount to your acceptance of these terms and conditions of business.

OUR RANGE OF LEGAL SERVICES

We offer a wide range of services to businesses and private individuals. We would be very pleased to discuss with you how we can help in various areas of your professional and personal life or that of your company. Please ask us for more details and also see www.curwens.co.uk

EQUALITY & DIVERSITY

We are committed to promoting equality and diversity in all of our dealings with clients, third parties and employees. Please contact us if you would like a copy of our equality and diversity policy.

This is an important document: Please keep it safe.

CURWENS LLP

(REG. NO: OC349863)



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Registered office: Crossfield House, Gladbeck Way, Enfield, Middlesex EN2 7HT. We do not accept service of documents by e-mail. We no longer use the DX service. Please send all hard copy correspondence to our postal address.

Member Partners: Alan Carter, Peter Poole, John Riddett, Ian Anderson, Anne Stennett, Lisa Dearman and Bradley Bennett. Non-Member Partners: Jeffrey Dunne, Vijaya Sumpth and John Appleton. Associate Solicitors: Sara Allii and Hannah Collins. "Partner" means a member of Curwens LLP or a senior employee of equivalent standing and qualifications.

This leaflet is also available in large print.