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1. Effective team working

"D & A Solicitors and D&A are the trading names/styles of D & A Solicitors Limited ("D&A") which is registered in England & Wales under company no. 08601378 and authorised and regulated by the Solicitors Regulation Authority under SRA number 598674

A copy of the SRA Code of Conduct can be found on the SRA's website (www.sra.org.uk)."

"A list of the directors of D&A is available for inspection at the registered office at 111 Grove Lane, Handsworth, Birmingham B20 2HF.

D&A's VAT registration number is GB 1949 93 541.

Within this document we set out the basis upon which we meet our client's needs for practical, commercially aware and cost-effective legal services. These terms of business and those set out in our engagement letter govern our relationship with you, except to the extent that they are varied in writing and such variation is signed by a director of D&A. These terms will be accepted by your signing and returning the engagement letter to us.

We are always looking to improve the service we offer, and welcome views and suggestions on how we could further improve the delivery of our service to you or adapt to better serve your needs.

We strongly believe in the value of teamwork to make the most effective use of our resources and to deliver a quality service to you.

We recognise that as well as being the providers of instructions, your management, staff, and other professional advisors that you engage are also key members of the team. Your personnel might undertake a particular task that is necessary and which would enable us to perform our services more efficiently.

Our starting point is to ensure that we understand your needs at the outset, in order that tasks and responsibilities are allocated appropriately.

Hours of Business"

"Our normal hours of business are Monday to Friday 9 am to 5.30 pm, holidays excepted. If you need to see us outside of these hours then we shall be more than pleased to accommodate you, wherever possible.

The Client"

"The person or persons or entity or entities that are identified as such in the engagement letter. If there is more than one person and/or entity named in the engagement letter then all those named will be clients of, and jointly and severally liable to, D&A in respect of all fees/charges and/or expenses and/or disbursements incurred in accordance with the terms of the engagement letter.

Each person and/or entity comprised in the definition of Client will be deemed to have held the other out as having the power to bind the other by virtue of the instructions given and the incurring of charges and expenses by D&A.

D&A shall not be obliged to enquire or be bound by any restrictions and/or limits that may otherwise exist in respect of the ability and/or power of any individual and/or entity to provide instructions and/or authorise the incurring of the expenditure unless advised of the same in writing.

D&A shall be entitled to rely and act upon the instructions given by one client as representing the joint instructions of all clients save for any limitations that may have been informed to D&A in writing and acknowledged by D&A.

Where joint instructions are given, each client authorises D&A to disclose to the other client(s) all information that is held in the files of D&A without further reference. Client Director"

This is the person who has overall responsibility for all work undertaken by us for you but he may not be the person who has day to day conduct of the matter. Our aim is to ensure that wherever possible, the client director is kept fully apprised of all material developments in connection with your matters and can handle any queries and questions that you or any other party connected with the transaction may raise.

"In relation to certain clients, the person who has overall responsibility for your relationship with D&A may be a person other than a director of D&A. If this should be the case, the relevant person's name will be set out in our engagement letter.

Fee-earners"

"The fee-earners are the individual(s) directly responsible for a specific piece of work that D&A undertakes for you from time to time and will assign the necessary resources to the matter in question in an effort to achieve the goals that have been agreed.

Fee-earners may include other directors, solicitors (who may have qualified at the bar or in other jurisdictions), trainee solicitors and paralegals who will assist in the conduct of the case.

A suitably qualified fee earner will be responsible for managing a transaction or dispute where justified by the nature of the work involved.

We may engage the services of external specialist consultants/advisors that we may choose and we will seek your approval prior to engaging them, if the cost of engaging them is an expense that we will be asking you to meet.

All consultants engaged will be subject to the same duty of confidentiality to you as D&A and unless they are engaged at your expense, D&A shall remain responsible for their fees and such consultants shall owe no liability to the client.

Scope of our services"

"The services we provide in relation to any matter will be detailed in the engagement letter that is sent or will otherwise be agreed between us at the outset of the matter and may be varied by written agreement during the course of the matter.

Unless otherwise agreed in writing, no solicitor/client relationship will come into existence unless and until you have signed and returned to us the engagement letter and complied with all the obligations that are set out in it, to include the provision of all such information as may be necessary or required to complete our know your client checks and/or any other conditions precedent that are set out in the engagement letter.

You agree that we are not responsible for, and have no duty of care to you in respect of the following matters (this list is not exhaustive and needs to be read in conjunction with the remainder of the provisions of these terms where liability has been excluded and/or limited):

- i. Advising you on the taxation implications (now or in the future) of what we agree to do for you or the amount of any tax that may be payable by you or anyone else. You agree that you will obtain your own tax advice about the work we agree to do for you and will not rely on any opinion that we express about such matters:
- ii. Advising you about the correct accounting treatment of any matters, agreements, transactions or arrangements that we look at as a part of the work we do for you;
- iii. Whether it is commercially prudent or sensible for you to enter into the transaction, or arrangement that is the subject of or relevant to the work you have asked us to undertake on your behalf; and
- iv. Finance arrangements, accounts, pensions, insurance, valuations, suitability of your mortgage or other financial products and/or arrangements that you have entered into or are proposing to enter into and we shall proceed on the understanding that you will be seeking separate advice on these matters from individuals suitably qualified of your choice.

You accept and acknowledge that we have no expertise in respect of any of the above matters and that we are not qualified to advise upon these and that we shall have no liability in respect of them.

We may provide you with names of organisations and/or individuals that may be able to assist but we do not accept any liability for the acts/defaults of any such organisations and/or individuals who you may choose to instruct.

We have no connections with or arrangements in place with any organisations and/or individuals for the sharing of fees and any that exist will be disclosed to you.

- v. Calculations/formulae or other material which you or any agents, employees, other advisors or anyone else may supply to us for inclusion in any documents that we prepare.
- vi. We do not advise on any law other than the laws of England and we are not responsible for advising"

"you as to the effect, meaning, and enforceability or otherwise of any documents, agreements or arrangements that are or may be subject to, or governed by, the laws of any other jurisdiction.

You should especially note that we will not, and you agree that we owe no duty of care to you to:

- a) Notify you of any deadline that arises after our engagement with you has ended in connection with the transaction or arrangement on which you have sought our advice or have engaged us in;
- b) To do any work for you outside of the agreed scope of works;
- c) Advise you in the event of a change to the law or any other matter coming to our knowledge after our retainer has ended and/or been determined and/or terminated; or
- d) To retain or provide you with copies of any documents that we generate or advise upon.

Where we are instructed on your behalf in the purchase of a property, the following additional matters apply:

- a) Where you are relying on mortgage funding to assist in your transaction and we are also instructed to act on behalf of your lender, then you will be responsible for the fees and charges relating to work that we are required to undertake on behalf of your lender.
- b) You need to carefully consider the terms of the mortgage offer and you need to be aware of the obligations imposed upon solicitors by virtue of the UK Finance Mortgage Lenders' Handbook for Conveyancers ("Lenders Handbook"), when acting for a lender who subscribes to the Lenders Handbook.

A link to the Lenders Handbook is set out below: <https://lendershandbook.ukfinance.org.uk/lenders-handbook/>"

"c) Conveyancing searches (purchase/re-mortgage transactions only)

As part of the due diligence and checks, we will undertake and consider standard conveyancing searches on your behalf. Some of the common searches that we shall undertake are:

- Local authority / LLC1 search (does not include part II enquiries);
- Standard Environmental search;
- Drainage and water search;
- Chancel check search; and
- Mining Search (where applicable).

Where you are relying on mortgage funding, these searches are obligatory.

Where you are not relying on mortgage finance, these searches are not obligatory but we advise that these searches are commissioned and the results considered.

Unless we receive written confirmation from you that you do not wish these searches to be commissioned, we will assume that you do require these searches.

Should you decide to instruct us not to undertake all the searches that we consider necessary or appropriate, you need to note that we will NOT accept any responsibility for any loss or damage that may be suffered and which could have been avoided and/or mitigated if a search or searches had been undertaken.

In such an instance you will be acting as your own insurer in respect of any loss or damage.

Where any searches are required, you will be responsible for the associated fees of undertaking them.

d) No guarantees that completion will take place

Whilst we will endeavour to do everything to ensure completion is effected promptly, we cannot guarantee this.

There are many instances and reasons that can result in the transaction not proceeding and needing to be aborted. For example, the other party not wishing to proceed, title issues arising and which"

"cannot be resolved to your and/or the mortgagees transaction with the result that the lender refuses to make an offer of a mortgage facility or withdraws a facility that has already been offered.

In the event that your transaction does prove abortive, then you will be responsible for all fees incurred which will be calculated at the hourly rate of the matter fee-earner. Such fee will never exceed any fixed fee that you have been quoted in our engagement letter. In addition, any disbursements that we have incurred will be due and payable by you.

You should consider carefully the making of arrangements for movement into and out of a property and it is your responsibility to deal with all utilities of which it is intended to have use.

e) Interest

Interest earned on any monies held to your credit on client account shall belong to D&A and we shall have no obligation to account for the same to you if it is less than £20.00.

If it is more than £20.00 we are entitled to charge a fee for calculating it at a rate not to exceed £35.00 per hour and the balance thereafter shall be accounted for to you.

f) D&A do not check valuations/surveys and it remains your responsibility to consider any valuations/surveys provided and if you have any issues then these should be raised with the valuer/surveyor, as we don't have any expertise to comment upon valuations/surveys. D&A does not carry out physical checks of the properties, their boundaries, their contents or their condition - these are all matters which you need to attend to yourself or instruct others to attend to on your behalf.

g) We will not advise on environmental liabilities where we shall assume, unless you tell us in writing to the contrary, that you are making your own arrangements for any appropriate environmental survey or investigations. We may, however, need to obtain on behalf of your lender at your expense an environmental search. Where we are acting on behalf of 2 or more clients on the sale of a property, we shall remit the net sale proceeds to the credit of a single account that both parties shall jointly nominate and in the event of a dispute arising subsequently between the parties, the parties jointly instruct us to make an application to the Court and for the monies to be paid into Court. By accepting these terms, you also agree that we may deduct from the sums to be paid into Court our costs of and occasioned by any such application with such costs being calculated on the indemnity basis at the rates then prevailing and applied by D&A for litigation.

Outside advisers and experts"

"It may from time to time be necessary or desirable for us to engage specialist advisers in order to progress matters such as specialist advocates, overseas agents and/or lawyers, technical experts (such as engineers, accountants or actuaries) and other consultants. However, we will only ever make such an appointment on your behalf with your specific agreement if the expense of engaging them is to be met by you.

We shall instruct other outside advisers and experts as your agents and on your behalf, if the expense of engaging them is to be met by you. This means that you will have complete control over the agreement of their terms and the delivery of their services. The agents will regard you (and not D&A) as their client. You will be responsible for the payment of any charges that such agents may raise and they will be responsible directly to you for the quality and accuracy of the advice they provide. Communications with you"

"Unless otherwise advised by you, we may communicate with you by use of email, social media applications such as Facebook or WhatsApp or similar, short messaging services to such address/details as you provide and any other address that you may notify us of, from time to time.

We shall have no liability and/or responsibility for any losses that result from the failure by you to open and/or receive emails but we shall always request a delivery receipt for all emails sent to you and which will be conclusive proof that the email has been sent.

Any emails that you send to us should be sent to the specific email address provided by us for your use and you should request a read receipt to ensure that the email has been delivered.

Please note that all calls to and from our offices may be recorded for training and monitoring purposes and referred to if the need for such arises."

"We do not accept service of any documents or process by facsimile and/or by email, unless otherwise agreed in writing.

2. Matters where we have to comply with legislation"

Money laundering

"The Proceeds of Crime Act 2002 and the Money Laundering Regulations 2007.

The Money Laundering Regulations 2007 came into force on 15 December 2007. The effect of this legislation in the United Kingdom, taken together with the three existing EU Money Laundering Directives and the Proceeds of Crime Act 2002, provides a stringent and comprehensive system to assist the authorities in detecting and deterring money laundering and in facilitating the investigation and prosecution of offences.

As a result of the above we have to comply with procedures that apply without exception throughout D&A for mandatory reporting, record keeping and client identity verification.

As law firms are regarded as being susceptible to being used for money laundering, before we are able formally to accept your instructions to act for you, we are required to verify certain particulars and we may need to ask that you assist us in complying. Please do not be offended by the requests that we make for evidence of identity and home address.

Without this compliance we will be unable to act for you or take steps in respect of the matter and we will require you to complete the verification of identity form and return it to us with the requisite originals of the identity documentation save where we are satisfied other methods of verifying your identity may be used. We may also verify your identity and carry out checks on your credit worthiness by using external database providers as appropriate. You consent to us accessing and storing such external electronic data.

As lawyers, our professional rules of conduct oblige us to keep confidential all information about our clients' business and their affairs unless they authorised us to release that information, or we were required either by law or a Court to do so.

The Proceeds of Crime Act 2002 and the Money Laundering Regulations 2007 constitute statutory obligations upon us which can, in certain circumstances, require us to disclose our client's confidences.

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, while we are acting for you, it becomes necessary to make a money laundering disclosure, we may not be able to inform you that a disclosure has been made or of the reasons for it.

We stress that compliance with the above procedures is mandatory and not optional. We cannot avoid or override them under any circumstances whatsoever.

Having said this we will, of course, ensure that we shall only report information that we are obliged to report under the legislation. We will in all respects strictly and carefully comply with all prescribed forms and manner of reporting and recording both to the appropriate authorities and (where the effect of the legislation permits) to you as our client.

Data protection"

"D&A is registered as a data controller pursuant to the Data Protection Act 1998. When you instruct us you will be providing us with personal information. We use this information primarily for the provision of legal services to you, which may require us to disclose information to third parties such as expert witnesses and other professional advisers, as well as for updating and enhancing client records, analysis for management purposes and statutory returns and legal and regulatory compliance. We may from time to time send you information which we think might be of interest to you. If you do not wish to receive that information please notify our office in writing addressed to our Data Protection Officer.

Financial services"

"The Financial Services and Markets Act 2000.

We are not authorised by the Financial Conduct Authority under the Financial Services and Markets Act 2000.

You therefore will not have access to the Financial Ombudsman Service or the Financial Services"

"Compensation Scheme if things go wrong. We are, however, 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 Solicitors Regulation Authority."

"Please note that in certain circumstances during a property transaction we may recommend a title indemnity or other insurance policy. In these instances, the policies are always written in favour of your lender rather than yourself, to the value of the sum being borrowed. We will discuss this with you should it arise.

2. Charges for our services"

"On all matters, we seek to provide a service which represents good value for money.

Wherever possible we aim to charge on a basis which is appropriate to your individual or commercial circumstances so long as the chosen method offers a sensible return for D&A and is consistent with the nature and extent of the service in question.

Our charges"

"Our charges are calculated primarily by reference to the time spent by our personnel (whose charging rates vary depending on their experience) in relation to your matter but may also take into account other factors such as the complexity or urgency of the matter or the importance of the matter to you.

We are happy to discuss a wide variety of alternative charging options. These include: target fees, fixed fees, blended hourly rates, conditional fee arrangements, retainer arrangements or some other agreed form of value billing. Not all charging options are appropriate for every type of work.

We review our hourly rates from time to time. If, as a result of a review, our hourly rates are varied, we will notify you of the changes. The revised rates will take effect from the date of the notification.

Our rates are based on the experience and seniority of the lawyer advising you.

When you instruct us, we will, where practicable, advise you in writing of the likely charges for the matter. Where it is not practicable to state a fixed fee at the outset but it is practicable to give an estimate, we will provide you with a written estimate of our charges. We should add that any estimate that we provide is only an estimate and is not a fixed price quotation. We shall also inform you in writing of the amount of our charges at intervals of not less than every six months, unless this is not appropriate or it has been agreed with you to vary this.

We will monitor costs on an on-going basis and, if appropriate, provide short term cost projections and reports. We welcome the participation of our clients and your resources so that we can work together as a more cost effective team. Our preference is to charge for legal advice and work only. Quite often costs can be saved if we have assistance from you and your management/employees in dealing with administrative matters such as provision to us of documents ordered in date and time order rather than as a collection of papers in no particular order.

We may ask you to provide us with monies on account of costs and disbursements and any monies that you provide will be held to your credit on client account until we deliver to you an appropriate account or until we have to incur a disbursement on your behalf. We shall be entitled to transfer monies held in our client account on your behalf in order to discharge any outstanding account due to D&A or to recoup disbursements incurred.

You may, if you wish, set a limit on the charges which may not be exceeded without your authority. In the event of any account or request for payment not being met, we reserve the right to decline to continue to act for you and will exercise our lien in respect of all books, papers and records that are in our possession.

We may need to vary the team of lawyers working for you - for example, where other specialist skills are required or to cover for holiday absences. We will seek to keep changes to a minimum so as to maintain continuity and avoid duplication of costs. Any additions or substitutes will be charged at the rate appropriate to the experience or seniority of the relevant person.

All our charges are subject to VAT at the rate prevailing at the time that the account is rendered.

We record time in units of 6 minutes and as such routine telephone calls made and/or received and letters sent out will be charged for at one tenth of the hourly charge out rate for the relevant director or other fee earner. Letters received are charged for at a flat rate of £100 per hour for consideration. Any enclosures that are considered are charged for by reference to the time spent in considering them. If a telephone call is of a"

"longer duration or a letter is other than routine then the charge will be greater and the charge for which will be made in multiples of 6 minutes.

What we charge you and what you recover from an opponent in a litigation matter are 2 different things. You will not recover all that you are liable to pay to us and what you are able to recover may need to be assessed by the Court. The costs of recovering your costs from your opponent is work that you can instruct us to undertake on your behalf and for which you will be responsible.

Accounts are due for payment within 7 working days of delivery. Accounts are deemed to be delivered 2 working days after posting or if sent by facsimile of email on the next business day after the sending of the facsimile and/or email. Any accounts that are not discharged on the due date will attract interest at the rate prescribed by the Late Payment of Commercial Debts (Interest) Act 1998 with interest accruing from the date on which the account is deemed to have been delivered. In addition, we reserve the right to claim compensation as provided by the Late Payment of Commercial Debts (Interest) Act 1998 in respect of our having to telephone or write to you.

If an account is overdue, we reserve the right to, without any further notice, suspend work on all matters in respect of which we may be advising and not limited to the particular matter in respect of which the account has been raised. Additionally, we shall be entitled to cease acting for you with immediate effect and to retain documents and papers belonging to you along with our own records. In the event of an account becoming overdue all accounts due from you to D&A shall become

immediately due and payable without any further notice to you and any sums not then billed, whether for our own costs or disbursements can be billed and an account rendered which account shall be payable on delivery.

You agree not to make any claim against us for any loss you suffer because we have ceased to work for you. We may be also entitled to exercise a lien on any of your deeds and documents that are in our possession and if the matter is one related to litigation, we shall be entitled to apply to remove ourselves from the court record and you will indemnify us for the costs of and occasioned by any such application that needs to be made.

If we are required to provide an undertaking to another firm of solicitors and which involves the payment of money, then we will not provide that undertaking until and unless we are placed in funds by you and such funds need to be cleared. You need to appreciate that any delays in making payment may result in a loss to you and for which we shall not accept any responsibility.

All our accounts must be paid without deduction and/or set off of any kind, howsoever arising.

Disbursements"

"From time to time we may need to incur out of pocket expenses on your behalf, such as for photocopying of large volumes of documents, paying Court fees, barrister's fees, witness expenses, arbitrator or mediator fees, agent fees, travel and accommodation expenses, document preparation expenses, international telephone or conference call charges, stamp duty, courier, and search and investigation fees. All of these charges are payable by you.

Please note that our charging structure is designed to deliver value for money and as a part of this, we aim to deliver documents to you by email so as to reduce the cost of photocopying. If we have sent you communications and/or documents by email, then in the event of your requiring more copies, we shall be pleased to provide them but there will be a cost. If the matter is current, the charge will be £0.35 per page and we shall require monies on account to be provided before photocopying and sending the letters.

In addition, you shall pay of our own time costs of producing and providing the copies which will be calculated at the rate of £65.00 per hour plus VAT. These are designed to cover the cost of a member of our staff attending to the copying and sending of the papers to you.

In addition, the cost of sending the copies by first class post and/or recorded/registered (if requested by you) and/or courier charges, will need to be paid by you.

We reserve the right to ask for a payment on account of the anticipated costs and disbursements and shall not be obliged to send the papers until payment in cleared funds (cash/banker's draft/telegraphic transfer) has been received.

We shall have no liability to you for any loss or damage arising from any time it takes us to copy and send the papers to you.

We will require to be put in funds before such out of pocket expenses are incurred or if this is not reasonably practicable, for example, due to the urgency of a matter, then we shall raise a disbursement only invoice which will be payable within 7 days of the date upon which the invoice is raised."

"Whilst it ought not to happen, there are occasions when a disbursement that has been incurred on your behalf may not have been billed to and paid by you and in such a situation we shall write to you and you will pay the amount of the disbursement to us within 28 days thereafter and without any deduction and/or set off of any kind and you waive any right to claim a defence of change of position.

Orders for costs"

"In cases involving Court proceedings (other than matters allocated to the small claims track) you may be entitled to the payment of some of your costs by some other party to the proceedings but this is always subject to the discretion of the Court.

Even if costs are awarded in your favour against another person, there is no guarantee that such costs will be paid and the recoverability of the costs will not affect your obligation to pay costs in the full amount to us as these are payable in any event at the rates set out in our engagement letter.

Very often the costs that are ordered by the Court to be paid will be subject to a detailed assessment whereby the Court considers whether they were reasonably incurred and reasonable in amount.

If you are successful in a litigation case and a costs order is granted in your favour you can, as a general rule, expect to recover between 70% - 80% of the costs that have been incurred but you will still remain responsible for payment of the full amount of our costs and disbursements. The balance of the costs are regarded as being what are termed as ""solicitor and own client"" costs.

In all matters where you instruct us, the primary liability for the discharge of the costs and disbursements that have been incurred will remain yours and is not dependent upon the recovery of costs from your opponent or a third party. If any recovery for costs is made from your opponent or a third party, credit will be given for such recovery against the sums due from you to us.

We shall advise you more fully on any issues relating to costs that are relevant to the facts of your case as the matter progresses.

Billing"

"Our standard practice is to bill all outstanding fees and disbursements/expenses on a monthly basis. In certain circumstances the billing frequency may vary, such as billing you:

- at the end of a transaction
- at stages linked to appropriate phases of a transaction or dispute
- on a quarterly, six-monthly or yearly basis in the case of a retainer

If you would like a breakdown of an invoice, please let us know and we will provide the information that you require. There may be an additional time cost for the preparation of a detailed breakdown for which you will be responsible.

We shall advise you of the likely costs involved in the preparation of the detailed breakdown before we begin to prepare this. You will be responsible for the payment of such costs as well as the amount of the outstanding account and any interest which may have accrued.

If we instruct a law costs draftsman to prepare a detailed bill of costs, providing an itemised breakdown, then you will be responsible for the costs associated with the production of an itemised breakdown and in the event of the itemised breakdown being for a sum greater than the amount of the invoice, we reserve the right to substitute a new bill for the larger amount.

Please note that we will not accept more than £500.00 in cash for any one matter. Any excess amount required to be paid will be required to be paid by a method other than cash. In the event of our receiving/making payment in any currency other than GBP, the risk of exchange rate fluctuations and charges applied by our bank and any other bank remain your responsibility. Similarly if there are any positive gains as a result of exchange rate movements, we shall account for the same to you.

If clients or people on their behalf circumvent this policy by depositing cash direct with our bank we reserve the right to charge for any additional checks we deem necessary to undertake to satisfy ourselves regarding the source of the funds.

Notices"

It is important that you notify us in writing if at any time you change your address and/or telephone number and/or email address. If we do not receive such notification we shall treat as your address for all purposes, whether for insertion in deeds and documents or for correspondence or the service of papers, the initial

"address you notify to us at the start of the matter or the last one that we know was used to communicate with you and which was effective.

3. Contentious matters"

Disclosure and Privilege

"The following guidance addresses the legal position in England and Wales. Where an overseas jurisdiction is involved, we will consider with you the extent to which the relevant legal position regarding disclosure of documents differs from that stated below.

""Disclosure"" refers to the stage of the litigation process when each party is required to disclose to the other, documents that are relevant to the issues in dispute. You cannot be selective about the documents you disclose - you have to disclose all documents, including those which support the other side's case as well as those which support your case. Mutual disclosure and inspection is intended to ensure that the parties ""put their cards on the table"" at an early stage in respect of documentary evidence.

The disclosure exercise must be treated seriously because it can impact heavily on the outcome of proceedings. Credibility at trial can be adversely affected by failure to give proper disclosure, whether because documents have been overlooked, or because they have been destroyed.

The court can impose severe sanctions on a party that does not comply with its disclosure obligations.

You will have to carry out a ""reasonable and proportionate"" search for documents. Whether or not a search is reasonable and/or proportionate will depend upon the nature and complexity of the dispute. We will give you further advice on the practical steps that this entails.

In England, you are also obliged to safeguard all documents relevant to the dispute. To destroy them may lead to contempt of court proceedings. Any routine policy for the destruction of documents (including information held electronically such as e-mails and databases) must be suspended if it affects documents, which may be relevant to the dispute.

The meaning of ""documents"" is not restricted either to paper documents or to original documents. It extends to anything upon which information of any description is recorded. For example, it includes databases, e-mails (including deleted e-mails), electronic personal organisers, file servers, back-up tapes and hard drives as well as hard-copy correspondence, faxes, memoranda, reports, photographs, plans, diaries and board minutes.

Electronic documents can be modified or corrupted and the history of the document obliterated (e.g. date, hidden notes, amendments, details of who is blind copied in to emails [i.e. metadata]) by doing simple acts such as the opening and printing of a document.

It is important when searching for electronic documents that nothing is done to destroy the original metadata of a document. If there are electronic documents that may be relevant to the dispute you should consult us as they will have to be disclosed in their original format.

As part of the dispute process a list will be prepared setting out the documents, which are to be disclosed to the other party. The list will also include a ""disclosure statement"" which sets out the extent of the search which has been undertaken. The person signing the statement must certify that they understand the duty to disclose documents and that they have carried out that duty (to the best of their knowledge). Proceedings for contempt of court may be brought if a false disclosure statement is made.

The disclosure obligation continues until the conclusion of the dispute. This means that you must disclose any additional documents which are identified or created after preparation of the original list of documents.

As the disclosure obligation also relates to new documents that may be created, any internal documents discussing the merits of the litigation should be created with care. If new documents are created, you should be aware that there is the risk that they may have to be disclosed to the other side (unless they are covered by ""legal advice privilege"" or ""litigation privilege"" - see below). Care must be taken over what is said about the dispute, for example, in internal reports, emails and memos.

Reports about the litigation and its merits should only be prepared by internal or external lawyers, or should be limited to a summary of legal advice, so as to ensure that they are privileged from disclosure.

You are not obliged to disclose documents, which are protected by ""legal advice privilege"" or ""litigation privilege"". These are confidential communications passing between you and your lawyer in connection with your rights and obligations, or confidential communications between you and your lawyer (or a third party) which have been created for the dominant purpose of actual or contemplated litigation."

Funding arrangements/ recovery of costs

"You may have, or may wish to purchase, insurance for the legal costs and expenses you are likely to incur and/or the potential liability for costs you may have to pay to an opposing party or third party - where such insurance is available and appropriate.

If you have any such insurance, please notify us immediately and provide us with a copy of the policy document so that we can consider the same and in particular whether there is a claim that can be made.

If you believe that your liability for costs (including those of another party) may be paid by another person, for example, your employer or other body then please notify us immediately and provide us with copies of all relevant supporting information and documents so that we can consider the same and establish whether such third party funding may be available to you.

Unless otherwise agreed, you will be responsible for the payment of our invoices and disbursements in accordance with our payment terms. This is irrespective of any arrangements you may have with insurers or any contribution towards your costs which you may recover from an opposing party or third party, or any costs cap that may be in place. The other party may, of course, not be able to pay what it has been ordered to pay. Where the other party is funded by the Legal Aid Agency (formerly The Legal Services Commission), there could be difficulties in obtaining orders for payment of costs and, also, in implementing any such orders.

If a costs award is made against you, then your liability to pay the costs of the other party will be in addition to your liability to pay our invoices and disbursements (and any damages which may be awarded against you). The costs awarded will generally be assessed at interim stages during the course of the proceedings and, also, at the conclusion of the proceedings (to the extent not previously dealt with). Generally a costs order will be payable by the paying party within 14 days from the making of an order or the issue of an appropriate certificate, provided in either case that the amount payable is specified.

If we (as your solicitors) are ordered by the court to pay any of the other party's costs in circumstances where we are simply following your instructions, then you will be responsible for reimbursing us those costs. It may be possible to recover from the losing party your own in-house costs if the costs relate to work undertaken by employees such as in-house lawyers or other in-house experts. Broadly, the costs of in-house lawyers and experts can be recovered where they would be recoverable if the work was undertaken by external lawyers or experts (for example, recovery of costs in helping to prepare primary or supporting evidence). To achieve maximum recovery it is advisable to keep contemporaneous records of all time spent on such activities.

We do not have a franchise for undertaking work on your behalf via the Legal Aid Agency (""LAA""). We are unable to assess your eligibility for public funding via the LAA. If you believe that you may be eligible for public funding in respect of the matter upon which you have consulted us then we recommend that you contact the LAA or Community Legal Advice for guidance. Alternatively we shall be happy to refer you to a firm of solicitors which does have an LAA franchise. If you instruct us to act on your behalf you will be responsible for the payment of our fees as detailed within our correspondence. If you subsequently become eligible for public funding in respect of the matter upon which you have consulted us and we have undertaken work on your behalf then we shall be happy for you to transfer your file of papers to another firm of solicitors which does have an LAA franchise subject to the payment of all fees and expenses due to us to the date of such file transfer. Notice of acting"

"We may ask you to provide to us a signed notice of acting in person and if that is the case you have authorised us to date, file and serve it if circumstances arise in which we are no longer instructed or regard ourselves as being unable to act for you, for any reason whatsoever. This will avoid our having to make an application to the Court for our name to be removed from the Court record and thereby incur costs for which we would ultimately have looked to you for payment. If we are required to apply to Court to have our name removed from the Court record, you authorise us to make such application without any further notice to you and you agree to indemnify us for the costs of and occasioned by any such application, such costs being calculated in accordance with the rates set out in the engagement letter.

3. Limitation of liability"

In addition to any other limitation agreed with you, and subject to the other provisions of our agreement with you, the liability of D&A, for any claim in respect of services provided to you (whether in contract, negligence or otherwise) shall be limited to the proportion of the total of all damage, including costs, which may be fairly attributed to this firm (having regard to any contribution to such loss or damage by any other person) in proceedings for a contribution under the Civil Liability (Contribution) Act 1978.

"Such liability is also limited so that we shall not in any circumstances be liable to you for any of the following types of loss whether arising from negligence, breach of contract or otherwise.

These types of loss are as follows:

- Loss of profits, revenue or other types of economic loss;
- Loss of business or contracts;
- Loss of anticipated savings or goodwill;
- Losses arising from loss of data;
- Losses as a result of the failure(s) on the part of any of your employees, agents or other professional advisors instructed and/or retained by you and/or for calculations/formulae or other material which you or they supply to us for inclusion in any documents;
- Losses outside the reasonable control of D&A or the party which has failed to perform what they were required to perform;
- Any losses which arise other than directly and naturally from a breach of contract, or other losses which a Court holds to be consequential, special or indirect;
- Any losses suffered by you arising from any claim against you by a third party for any of the above types of loss
- Losses arising as a result of your failure to provide timely instructions.

Furthermore, unless otherwise agreed with you in writing by a director, any financial liability we may have towards you arising from negligence, breach of contract or otherwise shall under no circumstances exceed the amount paid by our insurers in respect of such claim, plus a sum equal to the excess payable by us in respect of such claim under the minimum layer of insurance cover that we are required to maintain by the Solicitors Regulation Authority.

If, in relation to the matter giving rise to a claim, persons in addition to D&A have liability in respect of work undertaken by them on that matter (whether that be joined and several or otherwise) are liability shall be limited to so much of the total liability of all persons (including us) as have liability in relation to that matter as shall be equal to the amount of R proportionate liability taken into account in ascertaining that total liability.

You agree that you will not make or seek to make, or procure or seek to procure, that any other person makes any claim in relation to any advice given or service provided in relation to any matter against any director, shareholder, partner, employee or consultant of D&A.

Any limitation on our liability shall not apply to any liability on our part for death, personal injury or fraud, or where such limitation is prohibited by law.

Our pricing structure has been established by reference to certain limitations on our liability in respect of the work we undertake. If you would like to discuss with us a variation in the level of our liability to you, then please feel free to raise the issue with your client director who will be able to let you have proposals for a revised pricing structure to reflect the agreed level of our liability.

D&A is a limited liability company, and accordingly your agreement for the provision of legal services is with that company. None of the directors, shareholders, consultants or employees of D&A shall be personally liable to you or anyone else in respect of the provision of legal services and no claim may be made against them. Any rights of action against D&A that may exist cannot be assigned without D&A's written consent.

Once your matter has been completed we shall not be responsible for reminding you of critical dates, for example, rent reviews, business lease renewals, service of property notices or exercise of options within particular time limits unless we have received in writing from you current and specific instructions to deal with such matters.

Force Majeure"

"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. In the event of any such occurrence affecting us we shall notify you as soon as reasonably practicable.

4. Resolving complaints"

"At D&A we aim to provide high quality advice and excellent client care.

However, we recognise that on occasions, things can go wrong. To raise a concern or to make a complaint regarding the service provided or our bill please in the first instance raise it with your client director either in person, by telephone or by writing to us. Any complaint must be made within one year of either the issue"

"arising or the time by which you should reasonably have become aware of the issue.

We shall investigate your complaint promptly and carefully and do what we reasonably can to resolve the issue and to reach a satisfactory solution with you. We have a complaints procedure in place, which details how we handle complaints, a copy of which is available on request.

If you are still not satisfied, please ask to have the matter reviewed, if appropriate, by Punam Deepak or another suitable director.

You are entitled to refer your complaint to the Legal Ombudsman at PO Box 6167, Slough, SL10 0EH (telephone - 0300 555 0333, website - www.legalombudsman.org.uk). 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. Please note that the time limits for the Legal Ombudsman accepting a complaint are:

- six years from the date of the issue; or
- three years from when you should have known about the issue.

If your complaint is in relation to our bill then there may also be a right to object to the bill by applying to the Court for an assessment of the bill under Part III of the Solicitors Act 1974. The Legal Ombudsman may not consider a complaint about our bill if you have applied to the Court for assessment of the bill. Please note that if all or part of our bill remains unpaid we reserve the right to charge interest.

5. Additional terms"

"In addition to the terms explained elsewhere in this guide to our services, all work carried out by us is subject to these additional terms except to the extent that changes are expressly agreed with you in writing.

A) Instructions"

"We will assume, unless you instruct us to the contrary, that where applicable any of your directors or employees who give us instructions are authorised to do so and that we may act on instructions given orally.

If we are instructed on behalf of 2 or more individuals and/or entities or a mixture of the two we shall, unless advised in writing to the contrary, proceed on the understanding that each has power to provide instructions, that we are entitled to rely upon such instructions and act upon them and that each party is jointly and severally liable to D&A for costs/expenses/disbursements that have been incurred either on instructions or acting reasonably.

If we are instructed by or on behalf of a company then we reserve the right to require a guarantee from a director or other officer or shareholder for payment of all sums due to us from the company for work carried out and the sums due shall be paid without any deduction or set off whatsoever.

If you wish to place any limitation on the authority of any individual(s) then you must inform us of this in writing.

If you wish us to accept instructions on your behalf from a third party, then you need to advise us of this in writing and until such authority is revoked in writing we are entitled to act upon any instructions received from such third party whether in writing or orally.

B) Electronic communication"

"Unless otherwise directed by you, we may correspond by means of electronic mail at the last known address as notified to us in writing.

We each agree to use commercially reasonable procedures to check for commonly known viruses, before sending information electronically, but we recognise that such procedures cannot be a guarantee that transmissions will be virus free.

C) Confidentiality"

"Any information which is not already in the public domain, which we receive from you while acting for you in connection with any matter, will be kept confidential. However, in some circumstances we may be required to disclose confidential information and documents by law, by the regulatory or fiscal authorities and by our professional indemnity insurers and other advisers. To"

"the extent that we are permitted to do so, we will endeavour to give you as much advance notice as possible of any such required disclosures.

Likewise, we may occasionally request external organisations to audit client files for our internal risk management purposes. We will only do this where the external organisation has expressly agreed not to use or disclose any information of which it becomes aware as a result of any such audit.

D) Conflicts"

"We have procedures designed to prevent us from accepting instructions to act for one client in a matter where there is, or could be, a conflict within the interest of another client for whom we are acting. If you are aware or become aware of a possible conflict of this type, please raise it with us immediately. If a conflict of this nature arises then it will be up to us, taking account of legal constraints, professional rules, your interests and wishes as well as those of the other client to decide whether we should continue to act for both parties, for one only or for neither.

E) Responsibilities and liabilities"

"Our responsibility in any matter is only to the named client who gives us instructions. D&A shall not be under any duty to, nor have any responsibility towards, any other person in connection with any matter (unless that person is also a client of D&A in relation to it), even if the objective of the client's instructions is to confer a benefit upon such a person.

In matters where we are instructed by more than one person firm or company such instructions (and indeed client obligations such as payment of bills) will be joint and several unless otherwise agreed in writing,

You agree that you will inform us if you agree, or are asked to agree, to limit the liability of another of your advisers in connection with any matter in respect of which we are also instructed.

You also agree that the liability of D&A, its directors, its consultants and employees (if any) shall not be increased by any limitation, exclusion or restriction of liability you have agreed with any other adviser, or by your inability to recover from any adviser, or your decision not to recover from any adviser.

F) Third parties"

"For the purposes of the Contracts (Rights of Third Parties) Act 1999, it is confirmed that our services are provided only to the named client who gives us instructions and our terms of engagement are enforceable only by you and us, and not by any third party. No third party may rely upon any advice that we give to you.

G) Insurance"

"We carry professional indemnity insurance for the services we provide in accordance with the rules of the Solicitors Regulation Authority (to view our professional rules visit www.sra.org.uk/rules). Details of the insurers and the territorial coverage of the policy are available upon request.

H) Consumer Contracts Regulations 2013"

"Where these Regulations apply to the work we undertake you have the right to cancel the contract within 14 days without giving any reason. The cancellation period will expire after 14 days from the day you receive our engagement letter. To exercise the right to cancel, you must inform us of your decision to cancel the contract by a clear statement (e.g. a letter sent by post, fax or e-mail). 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. If you cancel the contract, we will reimburse to you all payments received from you.

After the expiry of 14 days following your signing and returning the engagement letter to us, you will lose the right to cancel the contract that has been formed.

When we commence work at your request you may not cancel your contract with us in relation to the work after it has begun under the Regulations and our fees for that work will be payable by you.

Although we may endeavour to complete a particular matter by a particular time there is no time limit for the performance of our services.

I) Equality and Diversity"

D&A is committed to supporting principles of diversity and equality of opportunity and opposes all forms of unlawful or unfair discrimination. A copy of our policy is available upon request.

J) Intellectual property rights

"You will have the full right and licence to use copies of materials we create for you for the particular purpose for which they were prepared. However, all copyright and other intellectual property rights and original ideas in all documents, reports, written advice or other materials provided by us to you remains with us. If you wish to use copies of these materials for purposes other than those for which they were prepared, this will require our written permission.

K) Your Money"

"Unless we agree otherwise with you, any money D&A holds for you will be deposited in a client bank account with a clearing bank or a building society deposit account and will be dealt with by us in accordance with the Solicitors' Accounts Rules.

We will not be responsible for any loss due to any mistake or failure by the relevant banking institution.

Any money paid by us to UK residents in lieu of interest will be paid without deduction of tax. It will be your responsibility to declare sums received for tax purposes.

L) Interest

Any money received on behalf of clients will be held in our client account. We maintain an instant access account to facilitate transactions but in consequence the amount of interest earned will usually be less than would be earned if the money were held in a deposit account. Interest will be calculated and paid to the client at the rate from time to time payable on HSBC Bank Plc's instant access accounts. The period for which interest will be paid will normally run from the date(s) on which funds are

received by us until the date(s) of issue of any cheque(s) from our client account. We may retain the first £20 of each amount of interest as and when calculated to help us cover the administrative expenses of arranging these calculations and payments. By signing these terms and conditions you agree to this.

Where the client obtains borrowing from a lender in a property transaction, we will ask the lender to arrange that the loan cheque is received by us a minimum of five working days prior to the completion date. If the money can be sent by CHAPS, 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. You need to be aware that the lender may charge interest from the date of issue of their loan cheque or the transfer of the payment.

M) Storage of papers and deeds"

"Following the conclusion of a transaction or case we will keep our file of papers relating to the transaction (except for any papers which you have asked us to return to you) or case for no more than six years on the understanding that we have your authority to destroy the file of papers six years after sending you our final bill.

You authorise us, if we wish, to store the file in electronic form, such that the original papers can thereafter be destroyed save for any original deeds and/or documents that you may have provided which will be returned to you at the conclusion of the matter or at the time that the files are stored in electronic form. I

We will not make any charge for the retrieval of papers in connection with new instructions that you wish to provide to us but in all other circumstances a charge of £75.00 plus VAT per paper file based on the time spent in retrieving and providing the papers to you or another person or organisation or firm will be made and will need to be discharged before the papers are released.

You agree that we have the right to retain independent contractors to undertake storage of any documents or property relating to your matter, whether during the course of conducting your matter or after its completion and whether such documents or property are stored in safe custody or otherwise.

N) Application of these terms"

"Unless otherwise agreed, and subject to the application of then current hourly rates, the terms set out herein and those set out in the Engagement Letter provided to you shall apply to any future instructions given by you to this firm.

Although your continuing instructions in any particular matter will amount to an acceptance of these terms, it may not be possible for us to start or continue work on your behalf until these terms have been acknowledged in writing.

If any provision of our agreement with you shall be deemed invalid and/or unenforceable for any reason, then this shall not affect the remainder of our agreement with you.

In the event of there being a direct conflict between these terms and the terms as set out in the engagement letter as to any particular matter, then the terms set out in the engagement letter shall prevail."

"In the event of these terms being amended and/or modified, we shall send you a copy and unless we agree to the contrary within 14 days after our sending you notification of the change/amendment (which notice shall be deemed served 2 business days after our sending you the notification) then the new/amended terms will come into effect.

Irrespective of where you are based, the contract between us will be governed by English Law and the Courts of England and Wales shall have exclusive jurisdiction to hear and determine any disputes.

O) Termination of Retainer"

"Our retainer will automatically determine when the engagement that we have accepted has been completed or when it appears to us (acting reasonably) that the engagement/transaction or arrangement in connection with which you have engaged us is unlikely to be implemented, succeed or come into effect.

We may choose to determine our retainer in circumstances where we are instructed on behalf of two or more parties and a conflict arises between the parties which cannot be resolved. In circumstances where our retainer needs to be determined as a result of the conflict, all parties shall remain jointly and severally liable for all sums due and owing to us whether in respect of our fees and/or charges and/or any disbursements that we may have incurred.

We may also determine our retainer if you require us to act in an unreasonable manner and/or the relationship of trust and confidence that ought to exist between a solicitor and his/her client has broken down or if there is some other good reason to allow us to determine the retainer.

You can determine our retainer at any time by informing us in writing and we can also determine the retainer provided there are good grounds for doing so, for example non-payment of our fees or the failure to provide timely instructions or asking us to do something which would contravene the law or our professional obligations. In the event of the retainer being determined, all charges that have accrued for work done and disbursements incurred (giving credit for any monies held to your credit on client account) will be discharged on presentation of an account and no papers will be released until such time as all sums due and payable to us have been discharged. The termination of the retainer does not relieve you of your obligations to pay our fees, expenses and disbursements up to the time of our ceasing to act/the retainer being determined, whether determined by you or us.

P) Waiver"

"Failure to exercise, or any delay in exercising, any right or remedy provided under this agreement or by law shall not constitute a waiver of that (or any other) right or remedy, nor shall it preclude or restrict any further exercise of that (or any other) right or remedy.

No single or partial exercise of any right or remedy provided under this agreement or by law shall preclude or restrict the further exercise of any such right or remedy.

A waiver (which may be given subject to conditions) of any right or remedy provided under this agreement or by law shall only be effective if it is in writing and shall apply only to the party to whom it is addressed and for the specific circumstances for which it is given. It shall not prevent the party who has given the waiver from subsequently relying on the right or remedy in other circumstances.

Unless specifically provided otherwise, rights arising under this agreement are cumulative and do not exclude rights provided by law.

Q) Severance"

"If any provision of this agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the agreement, and the validity and enforceability of the other provisions of the agreement shall not be affected.

If a provision of this agreement (or part of any provision) is found illegal, invalid or unenforceable, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable and the parties shall negotiate in good faith to amend such provision such that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the parties' original commercial intention."