# Terms of Business

## Our Retainer

### Parties

These terms and conditions together with any letter, fee estimate or cost information which we may send you confirming your instructions ("Engagement Letter") and are together referred to as this "Retainer". The Retainer constitutes the contract between you and the Firm. "Us" or "we" or "the Firm" refers to the firm operated under English law known as "Hudson McKenzie", which is the trading name of Hudson McKenzie Limited, a limited company registered in England & Wales with registered number 07147428 and registered office at Berkeley Square House, Berkeley Square, Mayfair, London, W1J 6BD and VAT Number 101337371. Hudson McKenzie Limited is authorized and regulated by the Solicitors Regulation Authority (SRA), with ID number 422863. These Terms are the only terms and conditions upon which we provide services. These terms apply to each matter we agree to work on for you. No variation of these terms shall be effective unless signed by the Managing Partner.

### Individuals working on your case

The Firm will keep you informed in writing of the person responsible for your case and the person (if different) with day-to-day conduct of it. You will find details of the team in the Letter of Engagement. Where appropriate, other individuals may assist where this is desirable because of legal issues that arise or to handle the case in the most efficient and cost-effective way.

### Accepting these terms

If you continue to instruct us after receiving these terms it will be implied, you will have accepted them. If you provide us with further instructions concerning other matters, these general terms and conditions will apply unless they have been superseded.

### Equality and Diversity

This Firm is committed to ensuring all clients and potential clients are provided with our services in a way which does not inconvenience them or place them at a disadvantage. In this regard, we will comply with any obligations we have under the Equality Act 2010. In particular, where you have a disability (as defined by the Act) which requires us to make any reasonable adjustments in the way in which we provide our services, please let us know so that we may attend to this. Reasonable adjustments may include (but are not limited to) arrangements for meetings with us, the provision of information or the way in which we provide our advice. You will be required to let us know where the need to make reasonable adjustment arises and what specific changes we may need to make to the provision of our services.

## Fees and Charges

### Basis of charge

Where fixed fees apply, we will invoice you based on the agreed fixed fees. However, where time-based charging applies, we will charge you according to the amount of time spent dealing with your instructions. Time is recorded and charged on the basis of 6-minute units. A different hourly rate depending on seniority, experience and the nature of the case will apply. This is detailed in the Letter of Engagement. Routine letters, emails, telephone calls or other communications that we receive are charged as one 6-minute unit or the time required to deal with them (if longer). Time recorded is rounded up to the nearest 6-minute unit.

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Our hourly rates are reviewed from time to time to reflect various factors, including market demand, changes in our overhead costs, inflation and fee earners' career advancement. If a review is carried out before this matter has been concluded, we will inform you of any variation in the rate before it takes effect.

In addition to the time spent on any matter, we also take into account a number of factors which include the complexity of the issues involved in the matter, the speed at which action must be taken, the expertise or specialist knowledge which the matter requires and, if appropriate, the value of the property or subject matter involved. Our rates may be adjusted upwards if, for example, the matter becomes more complex than expected or has to be carried out in an emergency or out of hours.

If you require more information or have any concerns about rates or the calculation of charges, please do not hesitate to contact us.

## Other costs

Our hourly rates are exclusive of:

- Value Added Tax
- Disbursements; and
- Administration Charges.

Disbursements are charges paid to external providers on your behalf. The most common disbursements (although this list is not exhaustive) are:

- The fees of any external expert or barrister
- Court fees
- Company search fees
- Photocopying and scanning charges
- Courier fees
- Travel expenses

Administration Charges are internal charges which we make in place of incurring a disbursement. Administration charges may be made for (this list is not exhaustive):

- Photocopying and scanning
- Bank transfer charges
- Company searches
- AML Check
- File Opening Charges

## Bills

We usually invoice upon receipt of instructions, but we may raise more regular interim bills and will provide you with information as to the frequency of such bills. Invoices must be settled upon presentation or as agreed payment terms. Interest will be charged on any overdue bill at the rate of 8% per annum from the invoice date. If any bill is not paid by its due date, we reserve the right to decline to act for you and we shall be entitled not to undertake any further work on your behalf, to respond to any emails and may hold your files, until any outstanding bill is paid in full. We will render a final account for any further work carried out to that point. If any bill is not settled in full by its due date on two or more occasions, we reserve the right to refuse to take any further instructions from you and to decline to act for you, regardless of whether any outstanding bills are then paid in full. Please note that we cannot accept cash payments. All interim bills are statute bills unless stated to be otherwise. If you have the benefit of legal fees insurance, you will nevertheless be liable to pay bills yourself in the absence of our written agreement to the contrary.

If you are late in paying any invoice, we reserve the right to prioritize work from other clients who pay on time if you choose to continue to engage with us and we decide to accept your instructions.

If you are not satisfied with the amount of our fees, please contact us. Objections about the amount of our fee will be handled by way of our complaint's procedure. If you remain unhappy about the level of our fees you may be able to make a complaint to the Legal Ombudsman, the details of which are contained within the Letter of Engagement) or may be entitled to have the bill assessed by the Court in accordance with Part III of the Solicitors Act 1974. Your rights are set out more fully in Sections 70, 71 and 72 of the Solicitors Act 1974.

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 on an hourly basis plus expenses as set out above but, at its absolute discretion, we may waive part or all of such entitlement to fees.

Following the conclusion of your matter, we are entitled to retain your file of papers and documents while there is money owing to us for fees.

## Money on account and guarantees

It is a condition of our retainer that:

We are entitled to ask clients to let us have sums of money on account of costs to be incurred in the following weeks or months; this includes both our costs and our disbursements. It is expected that such payments on account will be made promptly. If such payments are not paid promptly, we reserve the right to decline to act for you and will render a further account for any further work carried out.

In the absence of sufficient funds on account, we may require clients to procure that sums due to us (or which may become due) are guaranteed by an appropriately creditworthy individual or otherwise secured and to cease acting if such a guarantee or security is not forthcoming.

In the event that a third party pays your bills, but does not do so, you will be required to pay the outstanding costs. We are entitled to charge interest on unpaid bills at the rate payable on judgment debts from one month after delivery of the bill in accordance with Article 5 of the Solicitors' (Non-Contentious Business) Remuneration Order 2009.

## Estimates

Although it is difficult to anticipate the level of involvement you will require from us, we always aim to provide an initial estimate at the outset of your matter. Please note that an estimate is not a quote or a cap and we may exceed our estimates. We invoice regularly each month, so you are kept updated on costs. We will also keep you more regularly updated if requested, while you may ask us to impose a price cap which, once met, we will inform you and ask for your consent to exceed this cap before continuing to act.

## Abortive costs

If the transaction is abortive for any reason, we reserve the right to charge you for the work carried out based upon the time we have spent on the transaction in accordance with the hourly rates quoted. We will also require you to pay for any disbursements incurred on your behalf.

## Assessment of costs

You may also have a right to apply to the High Court. This court will review the amount charged in an invoice. The process is called 'assessment' and is subject to certain limitations. For details on your rights concerning this, please consult the Solicitors Act 1974 Sections 70 to 72.

## Costs recoverability in litigation

At the conclusion of this matter and in the event that you are successful you may be entitled to the payment of your costs by some other party. However, it is unlikely that you will recover the full amount you have been billed by us primarily because although the Court may consider it reasonable for you to incur the costs that you properly incur, it may not consider it reasonable and/or proportionate for the other party to pay all those costs. In addition, there may be some disbursements and expenses which we will be unable to recover but for which you will remain primarily responsible, e.g. reasonable travel expenses.

During the course of the case the Court may make orders for costs in relation to specific applications. The court can order that those costs be paid by one party to another within a specified period.

You would remain primarily responsible for payment of this firm's bill of costs, in full, regardless of any order for costs made against your opponent or their ability to pay. If your opponent is legally aided you may not recover your costs even if you are successful in these proceedings.

If you lose you may have to pay your opponent's costs as well as your own.

In certain circumstances recoveries may be limited by fixed costs.

If you are an executor or trustee, you would ordinarily be entitled to recover your costs from the estate/trust. However, this depends on the nature of the dispute and should not be assumed. For example, where an action is based on your conduct as an executor or trustee, and you lose the action, you may be ordered to pay the costs personally.

Disputes before tribunals or which are submitted to arbitration or other forms of dispute resolution may involve additional and/or irrecoverable costs.

## Other Financial Matters

### Residual Balances & Interest

Any money which we hold for you (including payments on account) will be held in a client bank account separate from our own money and we will account to you for the interest on money so held in accordance with our professional requirements. Our obligations mean that we are required to tell you in what circumstances we will pay interest to you for money held by us.

As our charges do not allow for the costs of administering the calculation and payment to clients of small amounts of interest, we will pay you a sum in lieu of interest if the "interest" in relation to any matter exceeds £20. Interest is based on our current bank rate and monitored regularly.

If we pay you sums in lieu of interest on a general client account without deduction of tax, you will be responsible for declaring and paying any tax due.

If at any time you feel that these arrangements for interest are not appropriate in your particular case or have worked unfairly in the circumstances or were not properly understood by you, please let us know and we will be happy to consider revised arrangements both for the future and retrospectively.

Upon conclusion of the retainer, we will pay you the interest accrued and forward or return any monies owed to you. Please note that dues will be paid to you by cheque or directly into your bank account but will not be paid in cash nor will it be paid to a third party.

Under the European Savings Directive regulations 2003/48/EC we are required to inform HMRC of payments of interest to relevant payees and residual entities in prescribed territories. Where you reside outside of the UK and EC, we are required to deduct income tax at the current basic rate and account for this interest to HRMC directly and pay you the net amount.

## Payments

We can only act in reliance upon payments you make to us once these are cleared funds.

## Anti-Money Laundering Rules

In order to comply with legislation aimed at preventing the laundering of proceeds of crime we are required to satisfy ourselves that we are not unwittingly involved in money laundering. This means we must be satisfied as to your identity and the provenance of any funds which are received by us, or which will be dealt with through our actions. It is a condition of the Retainer that you provide us promptly with such information as we may request for these purposes.

If we have a reason to suspect that a transaction or funds involved in a transaction are an attempt to launder money, then we have a positive obligation to notify the National Crime Agency (NCA) 2014 of our suspicions. This duty overrides a solicitor's duty to keep their clients' affairs confidential. We have a duty of disclosure if our suspicion arises for any reason whether or not that reason is your failure to provide us with information. In any such event, and in most cases, we are not permitted to advise you that we have notified SOCA of our suspicions. If we were to do so we would ourselves be committing a criminal offence.

You acknowledge, as a condition of the Retainer, our duty to make such disclosure as we may at our discretion consider necessary or appropriate pursuant to the Proceeds of Crime Act 2002, Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017, any legislation subsequently amending or supplementing any of that legislation and any other legislation which places an obligation or a duty on solicitors to disclose information in circumstances where we have a reason to suspect that the transaction or funds involved are an attempt to launder money. For the avoidance of any doubt, you also acknowledge and agree, as a condition of the Retainer, that our duty of confidentiality to you is overridden by our duty to notify NCA if we have reason to suspect that a transaction or funds involved in a transaction are an attempt to launder money.

It may be necessary for your matter to be considered by a solicitor other than the person with conduct of it for the purpose of considering the application of money laundering legislation to your instructions. We may raise a time charge in relation to this work at rates equivalent to those applying to the matter.

## Control of Information

### Publicity

Unless we receive your written instructions to the contrary, we may disclose that you are a client of the Firm, and we may also disclose our involvement in a matter on your behalf to the extent either the information we disclose is in the public domain or the disclosure is agreed by you.

## E-mail and voicemail

Unless otherwise directed by you, we may correspond by email. We each agree to accept the risks of using email, including but not limited to the risks of viruses, interception and unauthorized access. We each agree to use commercially reasonable procedures to check for commonly known viruses in information sent and received electronically, but we recognize that such procedures cannot be a guarantee that transmission will be virus free. We accept no liability for any such items which any e-mail from us may contain. We cannot guarantee the security of e-mails or when they will arrive. We are not responsible for any loss or damage caused by e-mails arriving late or by e-mail security being broken.

Unless you instruct us that your voicemail and email is not secure, we may leave messages on your voicemail and/or send you emails. If you do not wish us to, please let us know immediately.

## Confidentiality and Conflicts

There is no confidentiality between joint clients. Unless you tell us otherwise, we are authorized to reveal any information relating to a matter to any other professional adviser or other third party who is assisting you in relation to that matter.

Conflicts between your interests and those of another client may arise. If there is a conflict of interest, we might have to cease acting for you. Conflicts may arise (amongst other reasons) because:

a) we have discovered information while acting for another client which we would normally be bound to disclose to you: and
b) to disclose conflicts with our duty to that other client.

Conflicts may also arise in transactions in which we are also acting for a lender in which case we may have to stop acting for you, the lender or both. If that happens, we have the right to withhold that information and terminate our engagement by you. We may also cease to act in a particular matter for the other client involved. All fees and disbursements and VAT up to the date of termination will be charged and become due.

## Audit enquiries

Should we receive requests, either directly from you or from accountants and/or auditors, for confirmation as to whether we are instructed on your behalf, our response may be addressed either to them directly or to you for onward transmission. We may raise a charge for this if it appears to us appropriate to do so.

Such requests may require us to confirm whether any matters are of a litigious nature, whether any deeds or documents are retained by us on your behalf and also whether there are any outstanding bills owed by you to us or work in progress at any given point in time.

## Privacy

We may process your personal data in order to render our services and for certain other purposes including the provision of occasional mailings on legal developments and seminars that we may be holding or participating in. We may also process information for statistical and other analysis. We may also process your sensitive personal data (defined by GDPR) for the purpose of providing legal services to you. If we process your sensitive personal data for any other purpose, we will only do so as permitted by law.

Depending upon the nature of the work carried out for you your personal data may be transferred outside of the European Economic Area where the data regulations may not offer the same protection as within Europe. We will be relying on legitimate purposes for processing of your data. Where we need to have your consent, we will ask you for further consent.

## Quality of Service

This firm is regulated by The Solicitors Regulation Authority (SRA). The SRA may require access to be able to properly regulate the firm to your files. This could mean that your file is selected for checking in which case we would need your consent for the inspection to occur. All inspections are, of course, conducted in confidence. If you prefer to withhold consent, work on your file will not be affected in any way. We assume that we do have your consent unless you notify us to the contrary. We will also assume, unless you indicate otherwise, that consent on this occasion will extend to all future matters which we conduct on your behalf. Please do not hesitate to contact us if we can explain this further or if you would like us to mark your file as not to be inspected.

## Our service and complaints

Our aim is to provide a service with which you will be satisfied. However, we do realize that on some occasions your expectations may not be met or that you may have a query or concern or simply be dissatisfied. If any of these occur, please raise them with the person with conduct of your case. If you cannot resolve them to your satisfaction or would not wish to speak to that person, then please contact the person named who has overall responsibility for your matter.

We have a written complaints procedure. If you would like to receive a copy of it, please contact the person with conduct of your case.

We are not obliged to follow the complaints procedure where the firm seeks an order restraining you from committing an act or compelling you to do an act; where a judgment or award for a liquid sum has been made and there is no arguable defence and in circumstances where the enforcement of an agreement, order or award is being fulfilled.

You have the right to complain to The Legal Ombudsman. However, The Legal Ombudsman generally requires that a client should try to resolve a complaint they have with a firm of solicitors before contacting them. The Legal Ombudsman may be contacted at PO Box 6806, Wolverhampton, WV1 9WJ; email enquiries@legalombudsman.org.uk.

Normally, you will have to bring your complaint to the Legal Ombudsman within 6 months of receiving a final response from us about your complaint and 6 years from the date of the act or omission giving rise to the complaint or alternatively 3 years from the date you should reasonably have known there are grounds for a complaint.

For complaints that relate specifically to an alleged breach of the SRA Standards and Regulations, including the SRA Accounts Rules, you should refer the matter to the Solicitors Regulation Authority (SRA). This could be for things like general misconduct, losing your money or treating you unfairly because of your age, a disability or other characteristic. The SRA will not investigate complaints about services provided by the Firm; it will refer such matters to the Legal Ombudsman.

Website:
www.sra.org.uk/consumers/problems/.

Phone: 0370 606 2555, 8am-5pm
(except Tuesdays, 9:30am-5pm).

Contact page:
www.sra.org.uk/home/contact-us/.

## General Matters

**Insurance and Liability cap**

The firm is insured. Details of our current insurers can be provided.

To the extent permissible by law, you agree that our aggregate liability to you for any demands, claims, actions, proceedings, damages, payments, losses, costs and expenses arising in relation to any one transaction or matter (or series of connected transactions or matters) on which you are instructing us is limited to £3,000,000 (three million pounds sterling). This limitation will not exclude or limit our liability for fraud or for reckless disregard of professional obligations which cannot lawfully be excluded or limited.

## Document storage and file retrieval

We normally keep papers for no more than six years. At the end of six years after the date of the final invoice we must destroy them. We may charge for time spent at your request retrieving papers and documents, delivering papers and documents or for any reading, correspondence or other work necessary to comply with your request.

If we agree to retain important original documents such as title deeds, trust deeds and wills, we will charge you for this service.

The Firm operates as a virtual business, and as such no physical file will be retained, however all files are stored virtually on-line and backed up by three data servers.

## Severance

If any of the terms on which you engage us is or becomes illegal, invalid or unenforceable to any extent then that term can and shall be severed from the remaining terms to the extent it is illegal, invalid or unenforceable and the remaining terms shall remain valid and enforceable.

## Assignment and novation

We may assign the benefit of this Retainer to any business partnership or corporate body which carries on the business of the Partnership in succession to the Partnership and you agree to accept performance of our obligations under the Retainer by such assignee in substitution for performance by us.

We may novate our obligations under this Retainer to any LLP which succeeds to the whole or substantially the whole of the business of the Partnership without the need to obtain your prior consent to such novation.

## Third Party Rights

No provision of this Retainer is intended to be enforceable by any third party pursuant to the Contract (Rights of Third Parties) Act 1999.

Accordingly, no third party shall have any right to enforce any provision of this Retainer.

Only the client named in our engagement letter enclosing these terms may rely upon our advice and should any information be provided to any third party by you or at your request (either with or without our consent) you undertake to inform them that we accept no responsibility to them for it.

## Intellectual property

We retain all copyright and other intellectual property rights in everything developed by us either before or during the course of carrying out any work for you provided that you will have the full right to distribute copies of these materials within your own organization and will be licensed to use it for any purpose expressly referred to prior to our retainer.

## Disclosure

Our advice is provided to you and may not, without our prior written consent, be disclosed to any other party. You will not refer to us or our advice in any public document or communication without our prior written consent.

## English law

All of our advice is given on the basis of the laws of England and Wales. To the extent we advise on documents governed by the laws of other jurisdictions, we will not be advising on any specific implications of the laws of those jurisdictions. Our retainer is subject to English law and the exclusive jurisdiction of the English Courts.

## Litigation: documents and ceasing to act

We will be authorized to accept the service of documents on your behalf sent by a court or the other party with whom you are in dispute unless we receive your written instructions to the contrary or (in our discretion) decline to do so or the documents in question may only be served personally.

If we cease to act for you (for whatever reason) you agree to send to the court and every other party involved in the case a notice. The notice will state that we are no longer acting for you and, if appropriate, indicate who your new solicitors are. You agree to do this immediately upon us ceasing to act for you. Your new solicitors may do this for you. However, if you do not do this (or your new solicitors do not do this) then you authorize us to send to the court and the other parties a notice indicating that we have ceased acting for you. If we send the notice then you agree that the notice will indicate your address for correspondence as your official address for service of documents relating to the case and will show you as acting in person.

## Cancellation

If you are an individual consumer (and not a business entity) and if the instruction you have given us have not been given at a physical meeting between us, you would have, normally, a right to cancel these instructions (and the agreement between us) within fourteen days of us receiving them. Unless the Engagement Letter indicates otherwise you are not able to cancel this agreement because you have asked us to start work on the above matter on your behalf immediately. If you wish to reconsider and defer the start of our work, please let us know immediately.

## Termination

You can terminate your instructions to us in writing at any time but if you have not paid all the sums owing to us, we are entitled to keep your papers and documents until you do so.

During the course of the matter it may become appropriate that we should stop acting for you, for example if you cannot give us clear or proper instructions on how we should proceed, or it is clear that you have lost confidence in the way in which we are carrying out work on your behalf.

We will only stop acting for you when we have a good reason to do so, for example:

a) if you do not pay one or more of our invoices: or

b) if you do not make a payment on account of costs promptly when required to do so; or if you provide instructions which are unreasonable or would require us to breach professional rule or a duty to the court or involve the commission of a criminal offence.

If we decide to stop acting for you, we will give you reasonable notice that we are to stop acting. The precise length of the notice will depend on the circumstances.

If you decide that you no longer wish us to act for you, you will pay for us the time we spend based on hourly charges plus any expenses incurred up to the date of our ceasing to act for you.

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## Financial Services Compensation Scheme

Our bank is Metro Bank Plc. Where a bank fails, the FSCS protects eligible deposits up to the deposit protection limit, which is £85,000 as of 01 January 2025. We may pass your details to Metro Bank in the event of banking failure. We will not be responsible for any losses incurred by you as a consequence of banking failure.