

ANN L HUMPHREY

Solicitor & Tax Specialist

TERMS OF BUSINESS

These are the standard terms of business of Ann L Humphrey.

1. Scope or work and basis of charging

At the outset of each matter, Ann will discuss with you what is to be achieved. She will then confirm by letter or email the scope of the work to be carried out and the basis on which she will charge for that work.

2. Service standard

Ann is committed to providing an efficient and effective service. She will exercise due skill, care and diligence in carrying out the agreed work in accordance with your instructions, will keep you informed of progress and will deal promptly with any queries you have within the scope of the work.

3. Limitation of liability

Ann shall have no liability in any circumstances to any person other than her client and any third party to whom her advice is expressly addressed.

In any event, liability shall only arise in respect of claims against which Ann is insured pursuant to the requirements of the Law Society under the Solicitors' Indemnity Insurance Rules and only to the extent of such insurance. This cover is presently limited to £2 million in respect of any one claim. Further information is available on request.

4. Confidentiality

Any advice given by Ann is for the benefit of the client and no other person. Copyright and all other intellectual property rights (including rights of confidentiality) in all advice given by Ann remain with her. Accordingly, such advice may not be copied, published or disclosed to any third party without Ann's express consent (except that copying is permissible for a client's internal circulation only). In the case of publication of any advice, the form and content of such publication shall be subject to Ann's prior written consent, and acknowledgement as to authorship shall be included.

Solicitors are under a professional and legal obligation to keep the affairs of clients confidential. This obligation is subject to a statutory exception: recent legislation on money laundering and the prevention of terrorism has placed solicitors under a legal duty in certain circumstances to disclose information to the Serious and Organised Crime Agency ('SOCA'). Where a solicitor knows or suspects that a transaction on behalf of a client involves money laundering, the solicitor may be required to make a money laundering disclosure. If this happens, Ann may not be able to inform you that a disclosure has been made or of the reasons for it.

From time to time Ann may be subject to a quality audit undertaken by independent inspectors for Lexcel (the Law Society's quality mark scheme) or by the Solicitors Regulation Authority. By accepting these terms and conditions you consent to the disclosure in these circumstances on the basis that the third parties will be subject to confidentiality agreements.

5. Use of email

Email carries some inherent risk, namely potential lack of security and lack of authenticity, however the vast majority of email is secure and prompt. Ann will communicate by unencrypted email unless she has received a written indication from you that email communication is not acceptable.

6. Data protection

In the course of acting for you Ann may obtain and process personal data about you. For the purposes of the Data Protection Act 1998 the controller of that data is Ann L Humphrey.

Ann will use your personal data to provide you with the legal services you request from us. Ann may also contact you to provide you with information about relevant legal developments and other services (such as seminars) which she offers. If for any reason you do not wish to receive this information, please let her know.

For information regarding how your data may be used and processed please refer to my privacy policy: www.annlhumphrey.com/privacy-policy.

7. Cloud storage

Ann stores and backs up client data and documents securely using Nimbox, an encrypted system approved by the Solicitors Regulation Authority.

8. Termination of client relationship

A client may terminate their instructions at any time by writing to Ann.

Ann is entitled to determine any retainer if she considers it inappropriate for any reason to continue acting and she will give the client such notice as is reasonable in the circumstances, but such notice shall not be longer than 28 days. Ann will have no liability to undertake any work on a client's behalf once the period of notice has ended. Ann will release a client's papers once all fees have been paid in cleared funds.

9. Investment business and client money

Ann is not authorised to conduct investment business and will not hold monies on behalf of a client.

10. Fees, disbursements and expenses

Fees will be charged and billed on the basis agreed in advance in writing, together with any out of pocket expenses, VAT (where applicable) and disbursements.

If it becomes necessary to incur significant disbursements (for example, barristers' or overseas lawyers' fees or air fares) Ann reserves the right to require you to pay those disbursements directly. However Ann will not incur any such disbursements without first agreeing this with you.

No charge will be made for faxes, postage or copying unless, in the case of copying, it is more than 50 sheets in total. No charge will be made for the cost of travel within London.

11. Document destruction policy

Papers relating to a matter will be held by Ann for a period of six years after the matter is completed. After that time the papers will be destroyed.

12. Payment

All invoices are payable within thirty days of the date of issue.

Interest and compensation for late payment pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 will be claimed on any invoice outstanding for more than thirty days to which that Act applies.

In all other cases, interest will be charged on the whole or outstanding part of any unpaid invoice with effect from thirty days after the date of issue. The rate of interest will be equal to that payable from time to time in respect of judgment debts.

13. Failure to pay

In the event of non-payment by a client of any amount, Ann reserves the right to take appropriate recovery action, to decline to act further, and to charge to the client in full for any further work done which was not included in the unpaid invoice. Until all outstanding invoices have been paid Ann has the right to retain documents and papers belonging to the client.

14. Complaining about or challenging invoices

A client who is unhappy with an invoice can complain using Ann's complaints-handling procedure. A client may also be entitled to make an application for an order for the assessment of the costs by a Court under Part III of the Solicitors Act 1974.

Alternatively, if you are a client and Ann has contracted with you by electronic means you may also use the EU online dispute resolution service to assist with any contractual dispute. The service can be found at <http://ec.europa.eu/odr>. Ann's email address is ann@annlhumphrey.com.

- (1) If the complaint is about a bill for non-contentious work which is linked to poor service and this complaint has not been resolved under our complaints-handling procedure a client can make a complaint to the Legal Ombudsman. The postal address is PO Box 6806 Wolverhampton, WV1 9WJ and the email address is enquiries@legalombudsman.org.uk.
- (2) If the complaint is about a bill for non-contentious work is not related to poor service a client can apply to a Court to have the bill assessed.
- (3) If the bill is for contentious work then only a Court can assess the bill.

15. Complaints-handling procedure

Ann's complaints-handling policy is available on request. Alternatively, if you are a client and Ann has contracted with you by electronic means you may also use the EU online dispute resolution service to assist with any contractual dispute. The service can be found at <http://ec.europa.eu/odr>. Ann's email address is ann@annlhumphrey.com.

- (1) If you have any complaints about the service you receive from Ann please contact her in the first instance. You can normally expect to receive a full written response within 14 days of her receiving your complaint.
- (2) If your complaint is not resolved by Ann to your satisfaction it can be taken up with Steven Loble who is a director of W Legal Limited and with whom Ann has a complaints-handling arrangement. Mr. Loble's contact details will be provided on request.

(3) If your complaint remains outstanding or you are still not happy with our service please contact the Legal Ombudsman. The postal address is PO Box 6806 Wolverhampton, WV1 9WJ and the email address is enquiries@legalombudsman.org.uk. Normally, a complaint to the Legal Ombudsman must be brought within six months of receiving a final written response about a complaint.

16. Governing law

These terms and conditions are governed by English law.

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