HERRINGTON CARMICHAEL LTD
STANDARD TERMS OF ENGAGEMENT

Interpretation

In these Standard Terms of Engagement, words such as "including", "include", "for example" and "in particular" introduce examples only. The examples are not exhaustive and do not limit the meaning of the words that come before them.

Our Hours of Business

Our normal office hours are 9.00 a.m. to 5.30 p.m. on Monday to Thursday and 9.00 a.m. to 5.00 p.m. on Friday. Appointments can be arranged at other times if necessary and messages can be left on the office answerphone outside those hours.

How We May Use Personal Information

1. We may collect (on the matter upon which we are instructed to act for you), share, store and use personal data about you:

   a. To perform the contract we have entered into with you to supply our services or to take the necessary steps to enter into a contract with you to supply our services:

   b. Where you have provided us with your consent to use that information;

   c. Where we need to comply with a legal obligation

   d. Where it is in pursuit of our legitimate interest (or those of a third party) and your interest and fundamental rights do not override those interests.

   e. to perform anti-money laundering searches and "Know Your Client" checks – please see the "Anti Money Laundering searches" heading below for more information.

   f. Where we share the personal data with third parties e.g. money laundering search providers; other professional advisors such as Counsel, Experts, Accountants etc. it will be for the reasons given in (a) – (e) above. They will also have responsibilities under the data protection legislation to respect the security of your information and to treat it in accordance with the law.

   g. A more detailed explanation of:

      (i) the basis on which any personal data we collect from or about you, or that you provide to us, will be processed by us and;

      (ii) your rights of access, correction, erasure and restriction

      is set out in our Privacy Policy. This can be found on our website: http://www.herrington-carmichael.com/privacy.

   h. Our Data Protection Officer (DPO) can be contacted on dpo@herrington-carmichael.com

2. The personal information that we collect about the Client (and where relevant its owners and controllers or those of its ultimate parent organisation, where appropriate) may be transferred to, and stored at, a destination outside the UK and/or European Economic Area ("EEA"). It may also be processed by staff operating outside the EEA who work for us or for one of our suppliers. We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with our Privacy Policy.

Complaints

We are committed to providing a high-quality legal service to all our clients. We operate an internal complaint handling procedure and will try and resolve any problem quickly. If we are unable to assist or if we fail to resolve the problem to your satisfaction, you can ask for a copy of our complaints policy (which can also be found on our website). If your complaint relates (in whole or in part) to how we have handled your personal data, our Data Protection Complaints Handling Policy will apply in addition to or instead of our general complaints policy, as applicable – our Data Protection Complaints Policy can be viewed here.

For non-data protection related complaints we have 8 weeks to consider your complaint. If we have not addressed it within this time, or you remain dissatisfied with our handling of your complaint, you may complain to the Legal Ombudsman.

Normally, you will need to bring a complaint to the Legal Ombudsman within 6 months of receiving a final written response from us about your complaint and:

- Within one year from the date of the act or omission about which you are complaining occurring; or
- Within one year of when you should reasonably have realised that there was cause for complaint.

The Legal Ombudsman will look at the complaint independently and any investigation by them will not affect how we handle your case. Before accepting a complaint for investigation, the Legal Ombudsman will check that you have tried to resolve the complaint with us in the first instance and that you have suffered significant financial loss, stress or inconvenience, or detriment which deems it proportionate for them to investigate.

A complaint to the Legal Ombudsman must be by one of the following:

- An individual;
- A business or micro-enterprise as defined in European recommendation 2003/361/EC of 6 May 2003 (broadly, an enterprise with few than 10 staff and a turnover or balance sheet value not exceeding €2million);
- A charity with an annual income net of tax less than £1million when it referred the complaint to the firm;

Herrington Carmichael Ltd is a private limited company registered in England and Wales, registration number 17040639 and is regulated by the Solicitors Regulation Authority, firm number 8015834.
Registered office, Brennan House, Farnborough Aerospace Centre Business Park, Farnborough, Hampshire, GU14 6XR.

- A club, association or organisation, the affairs of which are managed by its members / a committee / a committee of its members, with an annual income net of tax less than £1million when it referred the complaint to the firm; or
- A trustee of a trust with a net asset value less than £1million when it referred the complaint to the firm; or
- A personal representative or beneficiary of the estate of a person, who, before he/she/they dies, had not referred the complaint to the Legal Ombudsman.

The complaint must relate to services which the firm:

- Provided to you; or
- Provided to another person who procured them on behalf of you; or
- Provided to an estate of a person who is deceased where you are a beneficiary of that estate; or
- Provided to (or as) trustee where you are a beneficiary of the trust; or
- Offered, or refused to provide to you.

For more information on the Legal Ombudsman's rules and requirements, please see their Scheme Rules dated April 2023, which are available on their website.

Legal Ombudsman Contact Details:

Address: PO Box 6167, Slough, SL1 0EH
Telephone: 0300 555 0333
Email: enquiries@legalombudsman.org.uk
Website: www.legalombudsman.org.uk

The firm is committed to ensuring that all Partners, Directors, Members, Consultants and Employees give their full co-operation to the Legal Ombudsman in the event of any dispute or complaints against the firm.

In addition to the Legal Ombudsman, the Solicitors Regulation Authority (SRA) can help you if you are concerned about our behaviour. This could be for things like dishonesty, taking or losing your money or treating you unfairly because of your age, a disability or other characteristic. However, the SRA are not able to deal with issues of poor service.

Solicitors Regulation Authority Contact Details:

Address: The Cube, 199 Wharfside Street, Birmingham B11RN
Telephone: 0370 606 2555
Email: report@sra.org.uk
Website: www.sra.org.uk

Communicating with you

We will use multiple methods of communication when working with you including for example communications in writing (e.g. by post or by email), by telephone, and in person. Our communications will be in English unless we agree with you in writing on a case by case basis to communicate with you in a different language.

You authorise us to communicate with you using the above methods of communication (including for example by email) and you authorise us to issue invoices to you via email or post, as decided by us. If you do not wish to use email as a means of communication (including, for example, if you do not wish to receive invoices via email) then you must let us know and we will then communicate with you via an alternative method agreed between you and us.

Provided we have taken reasonable security measures against viruses or similar harmful items, we are not responsible for loss or damage caused by email use. In addition, our filtering software may prevent or delay us receiving emails from you or in relation to your matter and we are not responsible to you for losses resulting from this.

Identification of Clients

Money Laundering Regulations require us to verify each Client's identity and retain proof of it in our records.

Where you use the digital ID verification services made available to us to assist us in verifying your identity, you will be required to provide certain biometric data as well as other personal information. That information will be processed by the digital verification provider in order to undertake digital ID verification services, the results of which will be made available to us. As part of the digital ID verification service, we must therefore ask you to upload proof of your identity in the form of your current passport or photo-card driving licence.

If you cannot produce a passport or photo-card driving licence for the digital ID verification process or you would prefer that your ID is verified by us manually, then please contact us.

In addition to the above, we must ask you to provide us with a utility bill which must not be more than 3 months old (and not for a mobile phone) to prove your current address. We accept scans of documents sent to us by email.

If you post identity documents to us, please do so by recorded delivery as we cannot take any responsibility for documents that go astray in the postal system. We will make a certified copy of the documents, which will be retained, in our records for six years.

Important: We will use the personal information and ID documents provided to us as part of our anti-money laundering checking process, which involves an electronic search (including a credit reference agency search). Please see the "Anti-Money Laundering searches" heading below for further details.

Identification of Corporate Clients (for example Companies and LLPs)

For Companies and Limited Liability Partnerships (LLPs) we will need to be supplied with:

1. a copy of the Certificate of Incorporation in respect of the Client;

2. Contact details (email address and mobile telephone number) for all persons:

   a. who ultimately own or control more than 25% of the shares, voting rights, or rights to capital in the Client (or its ultimate parent organisation where the Client is part of a group structure); or

   b. who otherwise exercise control over the management of the Client (or its ultimate parent

organisation where the Client is part of a group structure), for example the Directors.

Any individuals who satisfy the criteria under paragraphs 2 (a) or 2 (b) above will be required to complete our ID verification process.

Important: We will use the personal information and ID documents provided to us as part of our anti-money laundering checking process, which involves an electronic search (including a credit reference agency search). Please see the "Anti-Money Laundering searches" heading below for further details.

Digital verification of Source of Funds and Wealth

Where you choose to use digital verification of source of funds and source of wealth services made available by us, you will be required to provide your personal data to enable the digital verification provider to undertake this verification (e.g. your name, address, and bank account details).

Part of the source of funds and wealth electronic verification involves the digital verification provider electronically reviewing your bank account transactions using the "open banking" protocol. Such information will be used by the digital verification provider in order to undertake digital verification of your source of funds and source of wealth, and the results will be shared with us.

The digital verification provider will either be a data processor or a data controller of that data – this will be explained to you when you use the digital verification process.

For further details, please see our Privacy Policy (https://www.herrington-carmichael.com/privacy/).

Anti-Money Laundering Searches

1. We will share the personal information provided to us regarding the Client (and where relevant its owners and controllers or those of its ultimate parent organisation) with third parties to enable us to perform anti-money laundering and "know your client" checks. In some cases, we may also share copies of identity documents for such purposes.

2. Those third parties may keep a record of (i) the documentation and information provided by us and (ii) any search that they perform, and may store and use such documentation, personal information and search result to assist them and other users of their database with future searches.

3. Our search provider will use the information and identity documents provided to us to perform anti-money laundering searches, including searches with credit reference agencies. Such searches will be recorded as a "light footprint" against the credit file of the persons searched against.

4. By signing and returning our Retainer Sheet or by continuing to instruct us, the Client confirms to us, or will be deemed to have confirmed to us (as appropriate), that:

   a. it is aware of and consents to; and

   b. where the Client is a corporate entity, it has made all persons who are owners and controllers of the Client or, where relevant, its ultimate parent organisation (for example shareholders and directors) (the "Owners & Controllers") aware of and further confirms that each Owner & Controller consents to:

      (i) us using their identity documents and personal information for the purposes described in our Retainer Sheet, Terms of Business Letter, these Standard Terms of Engagement (including but not limited to Anti Money Laundering search purposes) and our privacy policy; and

      (ii) the following disclosure and use of their personal information:

      "1) The Client and, where relevant, the Owners & Controllers understand that Herrington Carmichael Ltd will undertake a search with a Credit Reference Agency for the purpose of verifying the identity of the Client and, where relevant, the identity of the Owners & Controllers. To do so the Credit Reference Agency may check the details supplied against any particulars on any database (public or otherwise) to which they have access. They may also use the Client's details and, where relevant, those of the Owners & Controllers, in the future to assist other companies for verification purposes. A record of the search will be retained.

      *2) The Client and, where relevant, the Owners & Controllers understand that (a) information which the Client gives to us about the Client and, where relevant, the Owners & Controllers may be disclosed to a credit reference agency, which may keep a record of that information; and (b) the Credit Reference Agency may disclose that information, and the fact that a search was made, to its other customers for the purposes of assessing the risk of giving credit and occasionally to prevent fraud, money laundering and to trace debtor*s."

Please note:

The Regulations also mean that: -

1. We cannot accept cash payments exceeding £1,500.00.

2. If you ask us to do anything that would breach the Regulations, including failing to comply with the ID requirements, we must immediately stop acting for you, even if this happens at a crucial stage of your transaction.

3. If we consider that there has been or is about to be a breach of the Money Laundering Regulations or the Proceeds of Crime Act, we are obliged to report it to the appropriate authority and may not continue acting for you until we have clearance to do so.

4. There may be circumstances where we send money electronically on your case in good time but it is delayed (possibly by as much as 48 hours by the bank) whilst it carries out further regulatory checks. This only happens in a very small number of transactions but is entirely beyond our control and

we accept no responsibility for any loss you may incur as a result.

Please also note that we may refuse to accept cheque or electronic payments from you or any other person on your behalf unless they are drawn on or sent by a UK clearing bank or building society. If you are proposing to send funds to us from a foreign bank, we will require advance notice and full details of the source of the funds to enable us to decide whether or not to accept the payment.

Payment of Interest on Client Balances

In accordance with the SRA regulations, we have a policy on how we calculate and pay interest on client account and deposit account balances – the key provisions of that policy are summarised below. A copy of our interest policy is available on request.

Due to administrative costs involved, we do not pay interest on:

- client balances where that interest would be less than £50, at the point the interest is calculated. We calculate interest every six months.
- balances under £250,000
- property transactions

Interest will be calculated every six months and once the matter has concluded, based on the monies held in client account for the duration held, allowing for the clearance of cheques received. Such interest will be paid subject to the above thresholds.

The rates of interest paid on business instant access accounts tends to be lower than those available to personal customers, but the firm will endeavour to pay a reasonable rate taking into account the amount of money held and the period over which it is held. Rates will typically change when there are changes in the Bank of England's Base Rate. Market conditions can affect rates even though Base Rate may not change.

Instructions

By instructing us to act, you authorise us to take instructions from you and from any other person you authorise to give us instructions. Our duty of care is to you as our client and does not extend to any third parties.

You will ensure that we are provided with clear and adequate instructions and all material information to enable us to do the job and perform our retainer. We have no duty to check the accuracy of any instructions or information given to us by you or any third party unless specifically requested to do so, and we shall be entitled to rely on the accuracy of the information supplied to us.

The Client has been supplied with our Retainer Sheet which incorporates our Terms of Business Letter (together with a copy of these Standard Terms of Engagement) to sign and return. If the Client continues to instruct us without signing and returning our Retainer Sheet, the Client will be deemed to have accepted our Terms of Business Letter and these Standard Terms of Engagement.

Anti Cyber Crime Precautions

If we receive your bank account details by email, we are entitled to rely upon the accuracy of the information and accept no liability for utilising those bank details if it subsequently transpires that your email account had been hacked or otherwise compromised. We will not accept notification of changes to your account details during a transaction (whether by phone or email) without extensive further enquiry which may require you to personally attend our offices with documentary evidence - even if this delays a payment to you.

We have no plans to change our bank account details which will have been provided to you in our Terms of Business Letter or in the initial suite of documents provided at the start of the transaction. If you receive either a phone call or email purporting to be from us notifying you of new or amended bank details and asking you to send funds to that account - it is almost certainly to be a scam. Use our switchboard number (call from another phone if the notification has been by phone) and do not rely on any numbers that may be on the email. Speak to the person you normally deal with in the transaction to request clarification.

We accept no responsibility for monies you send to the wrong bank account.

How Our Fees are Calculated

Unless we are acting on a fixed fee, our charges are calculated by reference to the time that the fee-earner and other executive staff spend in dealing with your matter.

This includes time spent attending you and others in person or on the telephone, reading, drafting, amending documents, dealing with papers and correspondence, telephone calls, faxes and e-mails, considering and advising on the issues arising in your matter and, where relevant, travelling and waiting time.
Time is charged in units of six minutes. Hourly charging rates vary according to the fee-earner who undertakes the work. One unit will be charged per page on both outgoing and incoming letters. Telephone calls and e-mails are also charged in units of six minutes.

Where we send or receive faxes, we also charge for the cost of the telephone call at the rate of one unit for each five pages sent by fax after the first five pages. Incoming faxes are charged at the rate of one unit per page. International telephone calls are charged at twice the usual rate.

The charging rates do not include disbursements, expenses or VAT, which must be added as normal.

Any disbursements will be charged at cost to you and these will be advised to you in advance, wherever possible. Photocopying charges will apply at our standard rate applicable at the time.

Our charging rates are reviewed periodically and, therefore, if your matter has not been concluded when the next review takes place, we will let you know the new rates that will apply to the work from then on.

Where we agree in writing to act for you on all or part of a matter on a fixed fee, we will charge that fee irrespective of the time we spend on the work.

Invoicing

We issue interim statute bills (ISB) for our fees and disbursements at intervals (often monthly) during the course of the Retainer. Any reference in correspondence or on invoices to "an interim invoice" means an ISB. An ISB is an invoice covering the work carried out up to the date of the ISB or a specified earlier date, and issued before the matter ends. This will help you to budget for costs.

The time for seeking assessment of an ISB runs from delivery of the relevant ISB. The Client has an automatic right to assessment within one month; thereafter assessment is discretionary, becomes subject to "special circumstances" after 12 months, and is barred entirely 12 months after payment.

We may ask you for further payments to settle disbursements that are in excess of the initial payment on account. The initial sum paid on account will not be accounted for in an ISB but will be shown as a credit in the Final Bill.

Payment Terms

Invoices must be paid within 14 days of delivery to you. If payment is not made within the 14-day credit period, we will be entitled to charge you interest on the outstanding sum on a daily basis at 4% above HSBC Plc's base rate from time to time in force from the date of delivery of the bill.

If payment is not made within the credit period, we reserve the right to decline to act any further and the full amount of the work done to that date will be charged to you.

Clearance of Cheques

It is vital, where we have to pay out money on your behalf, that we hold cleared funds. This is particularly important when the payment is to be made on a deadline, such as exchange of contracts or completion of a property purchase, where the consequences of money not being available are very serious. We cannot accept any liability for loss where we cannot make a payment because monies have not been paid to us in sufficient time to allow for clearance. Please allow for the following periods:

1. Personal Cheques - If you wish us to pay money to a third party from funds that you send us, please let us have your cheque at least 10 working days in advance.

2. Building Society Cheques or Banker's Draft: 4 working days in advance

3. Telegraphic Transfer (CHAPS) or Faster Payment – The fastest method of transferring money to us is to instruct your bank to transfer the money electronically directly to our account by CHAPS or faster payment. Funds sent in this way need only to be paid to us 1 day in advance.

4. Special Clearance - If you wish to make a cheque payment to us after these times, then on payment of our Bank's special clearance fee, we can arrange for it to be specially cleared. This will reduce the clearance time from 10 to 4 days. We will notify the appropriate fee to you at the time.

Regulated Activities

We are not authorised by the Financial Conduct Authority (formerly the Financial Services Authority). However, we are included on the register maintained by the Financial Conduct Authority so that we can carry on insurance mediation activity, which is broadly the advising on, selling and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the Solicitors Regulation Authority. The register can be accessed via the Financial Conduct Authority website at: www.fca.org.uk.

Sometimes the work we do involves investments. If, during this work, you need advice on investments, we may have to refer you to someone who is authorised by the Financial Conduct Authority, as we are not. However, as we are regulated by the Solicitors Regulation Authority, we may be able to provide certain limited investment services where these are closely linked to the legal work we are doing for you.

Service Standards

It is our policy to aim to provide the best standard of service we can. In this respect, all our fee earners have been asked to adhere to the following standards:

1. To send you copies of all correspondence that we think require your particular attention.

2. To return telephone calls from you during the course of the same day, if at all possible, and within 24 hours in any event.

3. To deal with correspondence promptly.

4. To communicate in plain English.

5. To provide appointments to you without any undue delay.

We have our own internal procedures to check that these standards are being met, but if, in overall terms, our performance does not match up to these standards, please let us know.

Reliance: Advice and Documents prepared for you

Advice and documents prepared for our client (as described in our relevant retainer sheet) by us should not be shared with anyone else nor relied upon by anyone else. We will not owe a duty of care to any person other than our client in relation to the advice/documents. If any other person relies on them, they do so entirely at their own risk and in so far as is permitted by law we shall have no liability to them (including without limitation in tort and negligence). Neither do we agree to or assume any obligation (i) to notify our client of future changes in law which may affect the advice or the drafting of the documents or (ii) to update advice or documents provided in any respect.

Artificial Intelligence (AI)

We may use AI tools to assist with content creation, drafting, document generation, record creation,

business analytics and relationship management and legal research.

We have our own internal procedures to ensure that no confidential or personal data will be entered into AI tools without appropriate safeguards in place, and any outputs generated through AI will always be supported, overseen and verified by the fee earner.

We will not use automated decision-making as part of our service to you.

Termination of Retainer & Transfer of this agreement

You may terminate our retainer by notice in writing at any time. We may decide to stop acting for you if we have good reason and on giving you reasonable notice. If the retainer is ended for whatever reason, you will be liable to pay our charges and expenses up to the time we cease to act.

We may also be entitled to take a lien over your papers. This means we can retain your deeds and documents until we have been paid in full.

In the event of us ceasing to act, these terms will continue to apply where relevant.

We may transfer this agreement to a third party in connection with the transfer, sale or merger of all or part of our business or assets. We will notify you if we do this, in advance where possible.

Respectful Conduct

We are committed to providing a safe, respectful and inclusive working environment for all of our partners, employees, consultants and staff.

We will not tolerate any form of bullying, harassment, discrimination, victimisation, threatening behaviour, abusive language or other inappropriate conduct towards our personnel by clients, their representatives, agents or any other person connected with a matter.

We reserve the right to take such steps as we consider appropriate where such behaviour occurs, including:

a) requiring that communications are conducted through alternative channels or specified individuals;

b) refusing to accept communications that are offensive, abusive or inappropriate;

c) suspending work on a matter whilst concerns are addressed;

d) terminating our retainer and ceasing to act, subject to our professional and regulatory obligations; and/or

e) reporting conduct to the appropriate authorities where necessary.

By instructing us, you agree to treat our personnel with dignity and respect and to take reasonable steps to ensure that anyone acting on your behalf does likewise.

Small Balance Donations

If, upon completion of your matter, the remaining balance held on your behalf in our client account is £25.00 (twenty-five pounds) or less, you authorise us to donate that amount to our nominated charity of the year (as listed on our website from time to time).

If you would prefer that we return this balance to you instead, please let us know before your matter is completed.

Payment by Debit & Credit Cards

We are able to take payment from clients by debit and credit card but subject to the following terms:

You can pay an invoice issued by us for work done for you by us by debit card. The use of a debit card to pay for some other purpose is subject to a maximum payment of £1,000.

Any payment using a credit card (whether to settle an invoice issued by us or not) is subject to a maximum payment of £1,000.

Multiple presentations of a card to get round the maximum limit will be declined.

If you are making a payment using a debit or credit card over the phone and the card security checks cannot match the address we will decline the card. You will need to pay using an alternative method such as internet banking, presenting another card, sending us a cheque, or attending our offices in person to use the card. These restrictions are necessary to try and prevent fraud.

Storage, Retrieval and Destruction of Papers

We will at the conclusion of a matter, store your file electronically and (where a physical file is maintained) in our third-party archive storage facility. The file will be stored for the period set out in the File Retention Schedule published on our website from time to time.

The current version of our Retention Schedule can be found here. Subject to any legal or regulatory obligations, we will securely destroy the file following expiry of the retention period set out in the Retention Schedule.

If you require us to provide a copy of an electronic file or retrieve your archived file at any time prior to destruction, we will charge you a retrieval fee at our standard rate applicable at the time, plus a photocopying or printing fee if you have requested physical copies of any papers held in the file.

Statutory Information

Herrington Carmichael Ltd is a private limited company incorporated in England and Wales with registered number 17040639 and any references herein to “we”, “us”, “our”, “the firm” or “Herrington Carmichael” is a reference to Herrington Carmichael Ltd. The word “partner” is a title and describes an individual solicitor who is a director of Herrington Carmichael Ltd.

No individual who is a director or employee of or consultant to Herrington Carmichael Ltd accepts or

assumes personal responsibility to you or any other person for advice and services we provide to you whether or not that person is described as a "partner". Herrington Carmichael Ltd is responsible for the acts and omissions of its directors, employees or consultants.

Herrington Carmichael Ltd is regulated by the Solicitors Regulation Authority (SRA) and subject to the Solicitors Code of Conduct. Details of the Code can be found on the SRA website at:
https://www.sra.org.uk/solicitors/standards-regulations/

Herrington Carmichael Ltd is not authorised by the Financial Conduct Authority. However, it is included on the register maintained by the Financial Conduct Authority so that it can carry on insurance distribution 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. The register can be accessed via the Financial Conduct Authority website at http://www.fca.org.uk/firms/financial-services-register.

The registered office of Herrington Carmichael Ltd is at Brennan House, Farnborough Aerospace centre Business Park, Farnborough GU14 6XR.

The VAT Number for Herrington Carmichael Ltd is 211369883

Herrington Carmichael Ltd has professional indemnity insurance cover through Travelers Insurance Company Limited, Bond and Speciality Claim, 23- 27 Alie Street, London E1 8DS

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