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## Ref: Client Care - Terms of Business

This document sets out the terms of the relationship between you, the Client and us, your Solicitor, and contains certain information that we are required to provide to you at the start of your claim. This document is subject to the Non-Contentious Business Agreement that we have made with you, and which takes priority over these Terms of Business. We have tried to make the information as clear as possible and it isvital that you read the document carefully and fully understand andagree its contents. We do appreciate that you may like us to clarifycertain points and if there is anything you would like us to explain,please do not hesitate to contact us

These terms contain provisions which limit our liability to £3 million. We refer you to the limitation of liability set out below.

### Nature of our agreement to provide legal services to you

Our agreement with you to provide legal services is a non-contentious business agreement within the provisions of section 57 of the Solicitors Act 1974.

### No claims to be made against individual directors, partners, and employees of the firm

Subject to the qualification set out below, no director, partner, or member of staff of Aiker Legal will have any personal liability for work undertaken for you. You agree not to bring any claim personally against any individual director, partner, or memberof staff in respect of any loss which you suffer or incur, directly or indirectly, in connection with our services. This will not limit Aiker Legals' own liability for its acts or omissions. This provisionis intended to benefit such directors and members of staff, whomay enforce this clause pursuant to the Contracts (Rights of ThirdParties) Act 1999.

### Liability to persons who are not the client of Aiker Legal

Subject to the qualification set out below, we shall have no liabilityto any parties except you and any third parties to whom our adviceis expressly addressed.

### Our liability limited to £3 million

Subject to the qualification set out below, our liability for losses arising out of, or in connection with, our retainer (including legalcosts you incur in pursuing recovery of the losses and including interest) shall be limited to the sum of £3 million in respect of any claim against us.

In defining what a claim is for the purposes of this clause, all claims against us arising from one act or omission, one series of related acts or omissions, the same act or omission in a series of related matters or transactions, similar acts, or omissions in a series of related matters or transactions, and all claims against us arising from one matter or transaction, shall be regarded as one claim.

**Proportionate liability**

Subject to the qualification set out below, if we are jointly, or jointly and severally, liable to you with any other party we shall only be liable to pay you the proportion of your losses which is found to be fairly and reasonably due to our fault. We shall not be liable to pay you the proportion which is fairly and reasonably due to the fault of another party.

**Effect of limitation or exclusion of liability you agree with another person**

We could be affected by any limitation, exclusion, or liability which you agree with another of your advisers or any other third party in connection with a matter on which we are acting for you. This is because such a limitation or exclusion of liability might also operate to limit the amount which we could recover from that other person, for example by way of contribution. Subject to the qualification set out below, you agree that we shall not be liable to you for any increased amount thereby payable by us, or for any amount which we would have been entitled to recover from another of your advisers or other third party by way of indemnity, contribution or otherwise, but are unable to recover because of that limitation or exclusion of liability.

**Qualification to limitation of liability**

Nothing in these Terms of Business excludes or restricts:

- Liability below the minimum level of cover required by the SRA Indemnity Insurance Rules from time to time. The amount of such minimum level of cover as at August 2012 was £3 million for an LLP or limited company;
- Liability for death or personal injury caused by breach of duty;
- Liability for losses caused by the fraud, dishonesty, wilful default, or reckless disregard of professional obligations committed by any partner or member of staff within the course of practice or from liabilities which cannot be limited or excluded by law or by rules of professional conduct in force from time to time;

We believe the limitations on our liability we have set out are reasonable, having regard to the likely level of the loss we would cause to you, if we incur a liability to you, and the availability and cost of professional indemnity insurance and possible changes inits availability and cost in the future. But should you consider theminappropriate we invite you to discuss the limits with us and we willthen investigate the options with you, including the option of providing further cover at additional cost.

**Severance**

Each of the limitations set out above constitutes a separate and independent limitation so that if one or more are held to be invalid forany reason or to any extent whatever or does not accord with anyprofessional obligation, then the remaining limitations or the limitations as varied shall be valid to the extent they are not held to be invalid or incompatible with any professional obligation.

**Who Regulates us?**

The Solicitors Regulation Authority regulate us. The professional rules relating to solicitors' firms, including the Code of Conduct, can be accessed on the website of the Solicitors RegulationAuthority at www.sra.org.uk/code-of-conduct.page

Under an exemption from direct authorisation from the FCA, we are permitted to advise on and arrange non-investment insurance policies, specifically After The Event (ATE) Insurance for which we offer a product from a single Insurer. We only recommend insurance coverprovided by companies with whom we have made contractual arrangements. We do not conduct an analysis of the insurance market.

Our firm holds professional indemnity insurance and, should you so request, we will provide you with the name and contact details of ourprofessional indemnity insurer, and details of the territorial coverage of the insurance.

**What does our Service Cost?**

As our Client, you are responsible for our charges, and they form partof your claim against the other party. To ensure that you are protected in respect of costs, we have discussed and agreed with you the best method of funding these charges, and the method by which your legal costs are being funded is confirmed in our covering letter to you.

At this stage, we believe that your claim has good prospects of succeeding. However, if we become concerned at any stage that yourclaim might not succeed, we will contact you straight away.

**Complaints**

In any circumstance where we do seek payment of our charges fromyou, you are entitled to make a complaint to us about the firm's bill, inaccordance with our complaints procedure. There may also be a rightto object the bill by making a complaint to the Legal Ombudsman,and/or by applying to the court for an assessment of it under Part III ofthe Solicitors Act 1974. Please note that the Legal Ombudsman maynot consider a complaint about the bill if you have applied to the courtfor assessment of the bill.

Claims often involve time limits, particularly once legal proceedings are commenced, and there is a limitation period in place which provides adeadline by which your claim must be pursued. Your co-operation at all times will help to ensure your claim is progressed without delay.Failure to respond to our requests for co-operation and information may result in us ceasing to act on your behalf.

Subject to your cancellation rights, if you instruct other solicitors inrelation to the matter in which we are acting for you, at any time afterwe have commenced work on your file and before, then we have theright to keep all of your papers unless you pay all our charges and expenses due at that time or another solicitor working for you undertakes to pay us what we are owed.

Aiker Legal aims to deliver a first-class service every time. We realise however that things can sometimes go wrong and we welcomecomplaints as an opportunity to improve our service. If something is wrong, we will do our best to put it right. If you do need to make aformal complaint about our service, we invite you to contact us as outlined below and we will acknowledge your complaint and confirm how it will be dealt with.

Telephone: **0203 004 6549**
Email: MatthewR@aikerlegal.org
By Post: Matthew Reynard, Aiker Legal Limited, 4 Edison Court, Ellice Way, Wrexham Technology Park, Wrexham, Wales LL13 7YT

If you are not satisfied with our handling of your complaint, you can askthe Legal Ombudsman to consider your complaint. There are time limits for submitting a complaint to the Legal Ombudsman. Where you have notfollowed our complaints procedure, you must submit your complaint tothe Legal Ombudsman within:

- Six years from the date of the act/omission; or
- Three years from the date which you should have known you have a complaint to pursue.

The Legal Ombudsman will not however accept complaints where theact / omission or date of awareness was before 6th October 2010.

Where you have followed our complaints procedure, the time limit for pursuing a complaint to the Legal Ombudsman is no later than six months from the date on which you received a definitive response to your complaint from this firm, or from the last day of the eight-week period, whichever is the earlier.

There are exceptions to the eight week and six months rules. For information relating to those exceptions, please refer to the scheme rules on the Legal Ombudsman's website.

**Legal Ombudsman contact details:**

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| Post | The Legal Ombudsman, P.O. Box 6167, Slough SL1 0EH |
| Telephone | 0300 555 0333 |
| Website | www.legalombudsman.org.uk |

**Financial Services**

Sometimes litigation work involves investments. We are not authorised for providing investment advice and so may refer you to someone whois authorised to provide any necessary advice. However, we can provide certain limited services in relation to investments provided they are closely linked with the legal services we are providing to you as we are regulated by the Solicitors Regulation Authority.

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**Compensation arrangements**

We are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if we cannot meetour obligations. This depends on the type of business and the circumstances of the claim. Insurance advising and arranging is covered for 90% of the claim, with no upper limit. For compulsoryclasses of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit. Further information aboutcompensation scheme arrangements is available from the FSCS on 0207892 7300 or by visiting www.fscs.org.uk

**Money Laundering Regulations 2007 & Proceeds of Crime Act 2002**

As a law firm, we are subject to Money Laundering Regulations, The Proceeds of Crime Act, and the Terrorism Act and as such we are under certain duties to report suspicious circumstances to the authorities. The law requires solicitors to obtain satisfactory evidence of the identity of their clients and we may do this in several ways including using computer software or arranging for your identity to be checked in person. Please note that it is not our policy to make settlement cheques payable to anyone other than yourself as our client, regardless of whether you provide written authority.

**Data Protection Privacy Notice**

We use the information you provide primarily for the provision of legalservices to you and for related purposes including: - updating and enhancing client records; analysis to help us manage our practice; statutory returns and legal and regulatory compliance. We have a specific obligation to conduct PEPs and sanctions checks for all clients. This is done digitally using your name, basic contact information and date of birth via our digital partner 'Valid8'.

We will disclose personal data and identity information to our partner Valid8 IP Ltd for the provision of soft searches to conduct PEPs and sanctions checks with no impact on your credit score. You can request a copy of Valid8 IP's *privacy policy* by writing to them at Suite 3 Foundation, 2 George Street, Altrincham WA14 1SG, via email to DP@valid8.cloud or visiting their website at www.valid8.co.uk/privacy

Our use of thatinformation is subject to your instructions, the General Data ProtectionRegulation 2018, and our duty of confidentiality. Please note that ourwork for you may require us to give information to third parties suchas expert witnesses and other professional advisers. You have a rightof access under data protection legislation to the personal data that we hold about you.

The firm's Data Protection Officer can be contacted as follows:
Telephone: **0203 004 6549**
Email: MatthewR@aikerlegal.org
By Post: Matthew Reynard, Aiker Legal Limited, 4 Edison Court, Ellice Way, Wrexham Technology Park, Wrexham, Wales LL13 7YT

Please contact us if you would like a copy of our full Privacy Statement.

**Confidentiality**

The company who introduced your case to us may also wish to conduct regular checks to ensure that we are providing a high standard ofservice to you as their customer. This could mean that your file isselected for checking. All reviews are conducted in the strictest ofconfidence but please do advise us if you would prefer your file not tobe audited

If we are acting for you under a Legal Expenses Insurance Policy, wemay from time to time be required to report to your Insurer regarding developments and costs in accordance with the terms of your policy with them.

We may also be required to provide case progress updates and details of your settlement onto the company who introduced you to us.

Unless you indicate otherwise, we shall assume that you consent to your file being audited if selected and that you are happy for us toprovide updates to your referrer.

**Equality and Diversity**

Aiker Legal is committed to promoting equality and diversity inall its dealings with Clients, third parties and employees. Please contact us if you would like a copy of our Equality and Diversity policy.

**Legal Costs Explained**

Although we have explained to you how our fees are dealt with, weare still obliged by the rules that govern us to confirm to you what ourlikely charges will be. Our charges are based on whether you win your claim or not. If you win your claim, you pay our charges calculated as a percentage of the compensation, we recover for you. For example, if you recover £10,000 in compensation and the percentage, we have agreed in your non-contentious business agreement is 20% plus VAT, then you will pay us a fee of £2400 including VAT.

If you end the agreement or we end it because you have not kept to your responsibilities, or you, die we become entitled to charges calculated on a different basis. Our charges are based on the time we spend dealing with your claim, and this includes reading and working on correspondence, emails, telephone calls and any meetings with you. The complexity of your case will also affect the time spent on it. Our charging rate is **£250.00** per hour. This is a rate which applies whichever grade of fee earner, whether a qualified solicitor or not, works upon your case. It is a blended rate, which reflects the fact that unqualified staff are often charged out at lower rates and senior solicitors are charged out at higher rates. You agree that you approve this rate.

You are of course free to "shop around" for alternative solicitors who might charge you a lower percentage rate, or hourly rates.

Our charges are reviewed annually and may be increased from time to time. We will let you know if there is any change during the time that we are dealing with your claim.

We will also incur disbursements which are fees that we have to pay to other parties or expenses.

We will require you to pay for your disbursements in advance. If your case is lost, you would then not recover these items of expenditure.

**VAT**

Under current HM Revenue & Customs Regulations, if you are a company, business or individual who is registered for VAT, you are responsible for any VAT on your legal costs. This is not recoverable from the person at fault, and we will submit to you a VAT account. Please note that VAT will also not be recovered from the person at fault in relation to repair costs, hire charges, etc. incurred by you. If, however you are not registered for VAT then it will be reclaimed from the person at fault or their insurers on your behalf.

**Fees and Commissions**

We do not pay nor receive any fee or commission in respect of your claim. As a firm of solicitors, we have a professional duty to always act in your best interest and give you independent advice. There is nothing in our relationship with any referrer of business that would compromise or impair this duty or our independence. Information disclosed by you will not be disclosed to your referrer unless you consent - please refer to the Confidentiality section of this document. If you require any further information, please contact us.

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**Your Papers**

We operate a paperless environment, and all correspondence and documents are scanned into an electronic file upon receipt. Personal documents that you send to us will be returned to you by return post and all other paper correspondence will be destroyed once scanned.

Once your claim is settled your electronic file will be archived and therecord retained for a period of 6 years before being securely destroyed. If after your file is archived, you require copies of any papers we hold, a small charge may apply for retrieving the papers.

**Your Right to Cancel**

Under the Distance Selling Regulation, if you were first contacted by us by telephone and verbally agreed to use our service, you have a right to cancel your instructions to us within fourteen days of the date of thisletter by writing to us and telling us you wish to cancel your claim.