

Terms of business

1 FBC Manby Bowdler LLP

FBC Manby Bowdler LLP is a limited liability partnership in accordance with the Limited Liability Partnership Act 2000 (registered number OC333450) with its registered office at 6-10 George Street, Snow Hill, Wolverhampton, WV2 4DN. FBC Manby Bowdler LLP is authorised and regulated by the Solicitors Regulation Authority, The Cube 199 Wharfside Street, Birmingham, B1 1RN. This means we are governed by a Code of Conduct and other professional rules, which you can access on the SRA's website (www.sra.org.uk) or by calling 0370 6062555.

Where reference is made in these terms, in the Confirmation of Instructions, or any correspondence, or in the context of providing services, to a "partner" of FBC Manby Bowdler LLP, the term "partner" indicates a member of FBC Manby Bowdler LLP or a senior employee. It shall not be construed that the members of FBC Manby Bowdler LLP and/or such employees are carrying on business in partnership for the purposes of the Partnership Act 1890.

Confirmation of Instructions means the Confirmation of Instructions to which these standards and terms of business are attached (or alternatively supplied to you separately by us); 'you' means the Client described in the Confirmation of Instructions; and 'we' or 'us' means FBC Manby Bowdler LLP.

Unless the context otherwise requires, words and expressions defined in the Confirmation of Instructions shall have the same meaning when used in these terms and conditions.

2 Your instructions and the incorporation of these Terms of Business

These **Terms of Business** (as updated by us from time to time) apply to all work we do on your behalf. It is an important document—please read and keep it in a safe place for future reference.

Each time you instruct us on a new matter we will send you a letter confirming your instructions and setting out the scope of the work we will carry out for you, our fees and individual contact details. This is called the **Confirmation of Instructions**. These Terms of Business should be read together with the Confirmation of Instructions—together they form the contract between us.

Although your continuing instructions in this matter will amount to your acceptance of these Terms of Business, we ask that you sign, date and return one copy of the accompanying Confirmation of Instructions for our file.

These Terms of Business are subject to change from time to time and are updated on our website at www.fbcmb.co.uk

Unless otherwise agreed these terms of business will also apply to any future instruction you give us and may only be altered in writing by a partner of FBC Manby Bowdler LLP.

Where we are instructed by more than one person, firm or company those instructions will be considered to be joint and several. Each Client is responsible for the whole of our charges and any arrangements between the relevant parties are not binding on FBC Manby Bowdler LLP.

In your own interest and to avoid conflicts of interest, you should ensure that the File Handler responsible for your matter is advised of your full name and address (and in the case of corporate clients the registered office and registered number of the company).

If a conflict does arise, we may not be able to continue acting for you. Should this happen, we will discuss it with you to agree the way forward.

2.1 Our responsibilities and your responsibilities

What you can expect of us	What we expect of you
Treat you fairly and with respect	Provide documents when we ask for them and respond promptly when we ask for instructions or information
Communicate with you in plain language	Notify us if your contact details (including your address) change
Review your matter regularly	Tell us immediately if your expectations change or if you are not sure you understand what we have discussed
Advise you of any changes in the law that affect your matter	Inform us of any time limits or objectives that might not be obvious to us
Advise you of any reasonably foreseeable circumstances and risks that could affect the outcome of your matter	Notify us immediately if you receive any email or other communication purporting to be from the firm stating that we have changed our bank details or payment arrangements
	Let us know about any other changes that may affect the way we deal with your matter, including any changes that may affect your tax status in any jurisdiction

3 Service standards

We will update you by telephone or in writing (including by email) with progress on your matter regularly and explain to you the legal work required as your matter progresses.

We will update you at appropriate intervals on the likely timescale for each stage of your matter and any important changes in those estimates. Whenever there is a material change in circumstances associated with your matter, we will update you on whether the likely outcomes still justify the likely costs and risks.

We are committed to acting in a way that encourages equality, diversity and inclusion in all our dealings with clients, third parties and employees. Please contact us if you would like a copy of our equality and diversity policy.

4 Complaints

We want to give you the best possible service. However, if at any point you become unhappy or concerned about the service we have provided, you should inform us immediately so we can do our best to resolve the problem.

In the first instance it may be helpful to contact the person who is working on your case to discuss your concerns or for an informal discussion, you can contact our Head of Client Experience, Laura Jones by email at laura.jones@fbcmb.co.uk or by telephone on 01902 702017. If you wish to make a formal complaint, please refer to our complaints procedure.

Making a complaint will not affect how we handle your case.

4.1 What to do if we cannot resolve your complaint

We have eight weeks to consider your complaint. If we have not resolved it within this time you may be able to complain to the Legal Ombudsman. Generally, this applies if you are an individual, a business with fewer than 10 employees and turnover or assets not exceeding a certain threshold, a charity or membership organisation with a net annual income of less than £1m, a trustee of a trust with an asset value of less than £1m, or if you fall within certain other categories (you can find out more from the Legal Ombudsman). The Legal Ombudsman will look at your complaint independently.

Before accepting a complaint for investigation, the Legal Ombudsman will check that you have tried to resolve your complaint with us first. If you have, then you must take your complaint to the Legal Ombudsman:

- within six months of receiving a final response to your complaint.

And

- No more than one year from the date of the act/omission you are concerned about; or
- No more than one year from when you should reasonably have known there was cause for complaint

The Legal Ombudsman can be contacted by:

PO Box 6167, Slough, SL1 0EH
0300 555 0333 – from 8.30am to 5.30pm
enquiries@legalombudsman.org.uk
www.legalombudsman.org.uk

5 Terminating your instructions:

You may terminate your instructions in writing at any time. We will only decide to stop acting for you for good reason, e.g. where we feel that the relationship has broken down, if you do not pay a bill, if you provide us with misleading information, where we request documents/information in respect of Source of Funds and Wealth that you do not supply the same at all or to our satisfaction or if you act in an abusive or offensive manner. We will give you reasonable notice before we stop acting for you.

If you or we decide that we are no longer to act for you, you are liable to pay our charges and expenses for all Work done by us for you up to termination. These are calculated on the basis set out in the Confirmation of Instructions.

We can keep all of your papers and documents while there is still money owed to us for our charges and/or disbursements.

We are not responsible for reminding you about important dates and/or any deadlines after our appointment has been terminated.

6 Storage and retrieval of files:

After completing the Work, we will be entitled to keep all of your papers to the extent that the law allows while there is still money owed to us for fees and expenses. Thereafter, we will keep your file in line with our storage guidelines except for those papers you ask to be returned to you. The minimum time limit for paper files is currently 7 years. We store files on the understanding that we have the authority to destroy it in the time frame stipulated in our closing letter to you. We will not destroy documents you ask us to deposit in safe custody, but we may return them to you for safekeeping.

We can store Deeds, Wills, security documents etc, by agreement with you.

We store some Wills and some Deeds on site, however, all paper files and some Deeds are stored off site in a fully managed, GDPR compliant storage facility.

We will not usually charge for storing original documents in safe custody, e.g. Wills and Title Deeds, you will be notified should charges be introduced.

If we are asked to retrieve papers or documents from storage relating to continuing or new instructions, we will not normally charge for the retrieval. However, we may make a charge based on time spent to produce stored papers or documents to you or to another at your request and we may also charge for reading correspondence or for other work necessary to comply with instructions given by you or on your behalf.

If we retrieve your file from storage for another reason, we may charge you for:

- time spent retrieving the file and producing it to you;
- reading, correspondence, or other work necessary to comply with your instructions in relation to the retrieved file; and/or
- providing additional copies of any documents.

Once your matter is completed, we do not accept any on-going responsibility for reminding you of critical dates in respect of matters such as rent reviews, lease renewals, exercise or registration of options, service of notices/counter notices, warranties or payment dates within time limits or any other such matter unless we have current and specific instructions from you to deal with such matters immediately prior to the critical date concerned.

Our Privacy Policy contains more information about how long we keep personal data for. Please contact us if you would like a copy of our Privacy Policy or it can be viewed on our website at www.fbcmb.co.uk

7 Charges and billing

We will set out the way we will charge for the Work we do for you in the Confirmation of Instructions. Any fixed fee quote we give you will be only for the work we agree to do as set out in the Scope of work section of the Confirmation of Instructions. Hourly rates vary according to the level of seniority and expertise of each adviser; your instructions will be carried out at a level appropriate. Hourly charging rates are reviewed periodically and will be increased automatically at that time. We shall write to you with notification of any such increases.

7.1 Home visits:

If for any reason you would prefer your appointment to take place at home, this can be arranged, however we will make an additional charge for time and travel.

If you are unable to attend our office for an appointment due to a disability, we will make reasonable adjustments which may include a home visit for which we will not charge either time or travel expenses.

7.2 Payment Arrangements:

We may ask you to pay sums on account of charges and expenses such as stamp duty and search fees, or court fees, barristers' fees and payments to independent advisers to be incurred. Where payments are made to us for payment to a third party, we will require receipt in time for us to have cleared funds to pay out. Where funds are held by us on your behalf, we will account to you for interest earned in accordance with our Interest Policy a copy of which is available via our website or on request.

We accept all major Credit and/or Debit Cards. There is no administration charge on the payment of our legal costs or on payments made by Debit Card. Please note that we do not retain any of your bank card details.

We reserve the right to deduct from monies held on your behalf any monies due to us in respect of costs, VAT or disbursements in respect of any matter where we are acting for you or for which you may be liable. We will notify you of any such deduction.

Where an arrangement has been made for a third party to pay all or part of our invoice, we shall still send you our invoices in accordance with these terms but shall take into account any money received by us from that third party. This arrangement will not absolve you from your primary responsibility to pay our charges and expenses.

If your instructions mean that we have to work outside normal office hours, we reserve the right to increase the level of the hourly rate. You will be notified in writing or by email of any increased rate.

If for any reason your matter does not proceed to completion, we will charge you for all Work done and expenses incurred on the basis of an hourly rate for the Work done.

We will endeavour to account to you for all unallocated money at completion of your matter. If, however in instances where a minimal balance is found remaining when the file is prepared for closing, we will make every effort to contact you to discuss returning the balance. If we are unable to contact you, we may transfer the balance to our charity account in accordance with the guidance as set out by the Solicitor's Regulation Authority.

7.3 Invoices:

All invoices(s) are final for the period covered, unless stated otherwise and are payable on delivery.

Interest will be payable on the outstanding balance of any invoice unpaid 14 days after the date of the invoice at the rate applicable to Judgment debts (currently 8% per annum) calculated on a daily basis from the date of the invoice. We will also instigate credit control procedures, which may involve sending invoice reminder letters and an additional charge to you beyond the charges mentioned in the Confirmation of Instructions.

If you have any query about your invoice, you should contact the File Handler dealing with the matter or their supervisor straight away.

If you are not satisfied with the amount of our fees, whether the bill is contentious or non-contentious, you are entitled to make a complaint either through our internal Complaints Procedure or directly to the Legal Ombudsman. Part III of The Solicitors Act 1974 also enables you to have our charges reviewed by the Court. This review is called 'Assessment' when the Court will decide whether our charges are reasonable and strict time limits apply with there usually being a requirement for you to apply to the Court within 12 months of the date of the invoice.

If an invoice is overdue for payment, we reserve the right to suspend work and to retain documents and papers belonging to you and your Associates, irrespective of the matter to which they relate, until all sums due to us are paid. Your "Associates" means all legal entities which you control, or, if you form part of a group, all legal entities in that group.

You have the right to challenge our bill by applying to the court to assess the bill under the Solicitors Act 1974. The usual time limit for applying to the court for an assessment is one month from the date of delivery of the bill.

7.4 VAT

All charges are exclusive of VAT, which shall be charged as applicable on our charges. VAT will be charged on those expenses and disbursements that are liable for VAT.

8 Banking

We hold client money in various accounts with UK banks regulated by the Financial Conduct Authority (FCA).

We will never tell you about changes to important business information, such as bank account details, by email. Please inform us immediately if you receive any email or other communication purporting to be from the firm stating that we have changed our bank details or payment arrangements.

We will pay a fair sum of interest to clients or third parties on client money we hold on their behalf.

We will not pay interest:

- on money we are instructed to hold outside a client account in a manner that does not attract interest, e.g. cash held in our safe;
- where the amount of interest is less than £20;
- where we agree otherwise, in writing, with you or the third party for whom the money is held.

8.1 Bank failure and the Financial Services Compensation Scheme

We are not liable for any losses you suffer as a result of any bank in which we hold client money being unable to repay depositors in full. You may, however, be protected by the Financial Services Compensation Scheme (FSCS).

The FSCS is the UK's statutory fund of last resort for customers of banking institutions. The FSCS can pay compensation up to £85,000 if a banking institution is unable, or likely to be unable, to pay claims against it.

The limit is £85,000 per banking institution. If you hold other personal money in the same banking institution as our client account(s), the limit remains £85,000 in total. Some banking institutions have several brands. The compensation limit is £85,000 per institution, not per brand.

The FSCS also provides up to £1m of short-term protection for certain high balances, e.g. relating to property transactions, inheritance, divorce or dissolution of a civil partnership, unfair dismissal, redundancy, and personal injury compensation (there is no financial limit on protection for personal injury compensation). This is called the temporary high balance scheme and, if it applies, protection lasts for a maximum of six months.

The FSCS (including the temporary high balance scheme) will apply to qualifying balances held in our client account. In the unlikely event of a deposit-taking institution failure, we will presume (unless we hear from you in writing to the contrary) we have your consent to disclose necessary client details to the FSCS.

More information about the FSCS can be found at <https://www.fscs.org.uk>

8.2 Receiving and paying funds

Our policy is to only accept cash up to £500 in any one matter. If you try to avoid this policy by depositing cash directly with our bank, we may decide to charge you for any additional checks we decide are necessary to establish the source of the funds and this could also cause delays.

If we receive money in relation to your matter from an unexpected source, there may be a delay in your matter and we may charge you for any additional checks we decide are necessary.

Where we have to pay money to you, it will be paid by cheque or bank transfer. It will not be paid in cash or to a third party.

9 Contentious Business

In the case of litigation even if you are successful the other party may be ordered to pay less than the full cost to you of the case or they may not be able to pay the amount that they are ordered to pay in full; if this happens you will still have to pay the balance of our charges and any expenses.

If the other party is legally aided, you may not be awarded any of your charges and expenses even if you win.

If you are successful and the Court Orders the other party to pay some or all of your charges and expenses interest can usually be claimed on those charges and expenses from the other party from the date of the Court Order. We will account to you for such interest to the extent that you have paid our charges or expenses on account, but we are entitled to the rest of the interest.

You are responsible for paying our charges and expenses as our invoices are delivered even if you hope to recover them from another party if you win.

You will also be responsible for paying the charges and expenses of seeking to recover any damages or charges and expenses that the Court Orders the other party to pay.

In some circumstances the Court may Order you to pay the other party's charges and expenses, for example, if you lose the case or lose an Application made in the course of the action, and this is also likely if you decide to withdraw your Claim or Defence before the case is concluded. The money will be payable in addition to our charges and expenses.

10 Financial Services & Insurance Contract Arrangements

We are not authorised by the Financial Conduct 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.fsa.gov.uk/register.

If during any transaction you need advice on investments, we may have to refer you to someone who is authorised by the Financial Conduct Authority. However, as we are authorised and 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.

The Law Society is a designated professional body for the purposes of the Financial Services and Markets Act 2000 but responsibility for regulation and complaints handling has been separated from the Law Society's representative functions. The Solicitors Regulation Authority is the independent regulatory body of the Law Society, and the Legal Ombudsman is the independent complaints handling body.

11 Professional Indemnity Insurance

We have professional indemnity insurance giving cover for claims against the firm. Details of this insurance, including contact details of our insurer and the territorial coverage of the policy can be inspected at our office or made available upon request.

To comply with our regulatory obligations and the terms of our professional indemnity insurance, we may disclose relevant documents and information to insurers, brokers and insurance advisers on a confidential basis. This could include details of any circumstances arising from our work for you that might give rise to a claim against us. Unless you notify us to the contrary, you consent to such disclosure by us even if the documents and information in question are confidential and/or subject to legal professional privilege.

12 The Proceeds of Crime Act 2002, The Money Laundering and Terrorist Financing Regulations 2017 (as amended) and Terrorism Act 2000 and proliferation financing

To comply with anti-money laundering, counter-terrorist financing and counter-proliferation financing requirements, we will ask you for proof of your identity and conduct searches or enquiries for this purpose. We may also be required to identify and verify the identity of other persons such as directors or beneficial owners. If you or they do not provide us with the required information promptly, your matter may be delayed.

You agree that we may make checks using online electronic verification systems or other databases as we may decide.

You must not send us any money until we have told you these checks have been completed.

We may ask you to confirm the source of any funds and/or wealth in respect of any money you have sent us or will send us. If you do not provide us with that information promptly, your matter may be delayed.

Any personal data we receive from you for the purpose of preventing money laundering, terrorist financing or proliferation financing will be used only for that purpose or:

- with your consent; or
- as permitted/required by or under another enactment.

Under our obligations with the Money Laundering Regulations, these documents will remain on our system for 5 years at which point they will be deleted unless you instruct us further, when they may be used for identification purposes again.

We are professionally and legally obliged to keep your affairs confidential. However, we may be required by law to make a disclosure to the National Crime Agency where we know or suspect that a transaction may involve money laundering, terrorist financing or proliferation financing. If we make a disclosure in relation to your matter, we will not be able to tell you that a disclosure has been made. We may have to stop working on your matter for a period of time or at all and may not be able to tell you why.

Subject to Section 14 (Exclusions and Limitations of Liability) of these terms, we shall not be liable for any loss arising from or connected with our compliance with any statutory obligation, or reasonable belief we may have, to report matters to the relevant authorities under the provisions of the money laundering, terrorist financing and/or proliferation financing legislation.

13 The Criminal Finance Act 2017

The Criminal Finance Act 2017 prohibits any fee earner in this firm facilitating, procuring, aiding or abetting any form of tax evasion and any fee earner will refuse to implement instructions, which might require him/her to facilitate tax evasion in any manner whatsoever. The firm reserves the right to terminate any retainer, which as a result of instructions received, requires a fee earner to facilitate any form of tax evasion. The firm will not be responsible for any loss howsoever arising to the client as a consequence of any retainer being terminated.

14 Exclusions & Limitations of Liability

Your contract is solely with FBC Manby Bowdler LLP, which has sole legal liability for the work done for you and for any act or omission in the course of that work. No representative, member, officer, employee, agent or consultant of FBC Manby Bowdler LLP will have any personal legal liability for any loss or claim.

Unless explicitly agreed otherwise, in writing:

- we do not owe, nor do we accept, any duty to any person other than you; and
- we do not accept any liability or responsibility for any consequences arising from reliance on our advice by any person other than you.

We are not responsible for any failure to advise or comment on matters falling outside the scope of our instructions, as set out in these Terms of Business and the Confirmation of Instructions.

We shall not be liable to you for any failure or delay or for the consequences of any failure or delay in performance of your instructions if it is due to any event beyond our reasonable control including without limitation, acts of God, war, industrial disputes, protests, fire, flood, storm, tempest, explosion, acts of terrorism and national emergencies.

The extent to which any loss or damage will be recoverable by you from us will also be limited so as to be in proportion to our contribution to the overall fault for such loss or damage taking into account any contributory negligence by you, your other advisers and/or any other third party responsible to you and/or liable in respect of such loss.

Nothing in the Confirmation of Instructions shall affect any liability which we may have to you in respect of any personal injury or death resulting from our negligence, any loss caused by our fraud, fraudulent misrepresentation or reckless disregard of our professional obligations or any other situation where the law prohibits us from excluding or limiting our liability to you. The provisions of this paragraph 14 shall continue to apply notwithstanding the termination of our engagement for any reason.

We will not advise on surveying, valuation, commercial viability, trading or marketability issues. We only advise on tax when we have expressly agreed in writing to do so. Except as described at section 10 (Financial services), we do not provide financial services or advice.

Our maximum liability to you (or any other party we have agreed may rely on our services) in relation to any single matter or any group of connected matters which may be aggregated by our insurers will be £30,000,000 unless we expressly state a different figure in the Confirmation of Instructions document.

15 Electronic communication

Where we use e-mail for communication with you there are some specific points of which you should be aware:

Communications over the internet are not secure.

E-mails do not always reach the intended recipient.

We do not guarantee therefore that every e-mail sent either by you or by us will reach the intended recipient.

Viruses or other harmful programmes may be spread over the internet. Whilst we take reasonable precautions to prevent these problems by use of a fire wall and virus checking software, we do not guarantee that our e-mail correspondence will be free from viruses. If we are to communicate by e-mail, it is on the basis that you will also take reasonable precautions to prevent such viruses or other harmful programmes.

If you would prefer not to receive e-mail communication, you should advise your File Handler.

16 Equality and diversity

We are committed to promoting equality and diversity in all of our dealings with clients, third parties and staff. Please contact us if you would like a copy of our equality and diversity policy.

17 Data Protection

Our use of your personal data is subject to your instructions, the UK General Data Protection Regulation (**UK GDPR**), the EU General Data Protection Regulation (**EU GDPR**), other relevant UK legislation and our professional duty of confidentiality.

FBC Manby Bowdler LLP is a data controller for the purpose of the GDPR and other relevant data protection legislation.

We use the information you provide primarily for the provision of legal services to you and for related purposes including:

- compliance with legal and regulatory obligations and good practice, e.g. identifying clients and verifying their identity;
- gathering information as part of investigations by regulatory bodies;
- ensuring business policies are adhered to (such as policies covering security and internet use);
- operational reasons, such as recording transactions, training and quality control;
- ensuring the confidentiality of commercially sensitive information;
- statistical analysis;
- preventing unauthorised access and modifications to systems;
- updating and enhancing client records;
- analysis to help us manage our practice;
- statutory returns;
- ensuring safe working practices, monitoring and managing staff access to systems and facilities and staff absences; and
- staff administration and assessments, monitoring staff conduct, disciplinary matters.

Our use of your information is subject to your instructions, the GDPR, other relevant legislation and our duty of confidentiality. Please note that our work for you may also require us to give your information to third parties such as expert witnesses, insurers, brokers and other professional advisers.

We may disclose and exchange information with credit reference agencies, service providers, representatives and agents, as well as with law enforcement agencies and regulatory bodies for the above reasons.

Information may be held at our offices, credit reference agencies, service providers, representatives and agents, as described above.

Under data protection legislation, you have a right of access to the personal data we hold about you.

We may use a third party service provider to store some or all of your data in The Cloud.

If you have any queries regarding our handling of your data please contact our Data Privacy Manager, Lyn Coughlan.

18 Severance

If any provision or part-provision of these terms and conditions is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement. If any provision or part-provision of these terms and conditions are deleted under this paragraph 18 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

19 Applicable Law & Jurisdiction

This contract and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.

Any dispute or legal issue arising from our terms of business will be determined by English law and will be submitted to the exclusive jurisdiction of the English courts.