

## TERMS OF BUSINESS

- 1. Introduction:** these terms of business (Terms) are to be read in conjunction with our engagement letter. The engagement letter shall prevail in respect of any difference or contradiction with these Terms. Any reference in these Terms or the engagement letter to 'we', 'us' or 'our' means Star Legal (the trading name of Star Legal Limited) and any reference to 'you' or 'your' means you, our client.
- 2. Instructions:** we have set out the agreed scope and objectives of your instructions in our engagement letter. Any subsequent change will be discussed with you and, where significant, confirmed in writing. Advice is given by us for your benefit only, pursuant to the engagement letter. It cannot be relied upon for any other purpose or by any other person except with our prior written consent.
- 3. Anti-Money Laundering:** solicitors are subject to the Money Laundering Regulations 2017, as amended. As a result we are obliged by law to notify the National Crime Agency if we believe a client is involved in criminal conduct or is in possession of criminal property or whereby either our client or a third party benefits from any criminal conduct. The Regulations cover all criminal offences, no matter how minor, whatever the size of benefit obtained. Our obligation to notify overrides our duty of confidentiality to our client. We may undertake searches of electronic databases for the purpose of verifying your identity, at your cost.
- 4. Bank Details and Limitation of Liability:** please note for our mutual security our bank details will not be changed during a transaction nor will they be provided by email and we ask you not to provide bank details by email. This is to avoid the risk that fraudsters intercept an email and change the account details. The safest methods to communicate these details are telephone, post or fax. We will not accept any liability if you transfer money into an incorrect bank account and you release us from all claims, losses, expenses and liabilities in relation to any such transfer.
- 5. Electronic Communications and Limitation of Liability:** as far as possible we prefer to communicate with you by electronic mail. You hereby confirm your agreement to our communicating electronically with, or for, you using unencrypted communications and you release us from all claims, losses, expenses and liabilities caused by viruses, unauthorised access or any other risks arising directly or indirectly out of such communications.
- 6. Fee Estimates:** wherever possible we aim to give you an estimate of our likely costs. Any estimate of our fees is only a guide and must not be taken as a firm quotation, unless we have confirmed in writing that we shall charge you a fixed fee.
- 7. Our Fees:** our engagement letter sets out the agreement in respect of our fees and charge rates. Time is charged on a per task basis in units of 1/10<sup>th</sup> of an hour. Any changes to our rates will be notified to you as part of any future instructions in a subsequent engagement letter. Our intention is that our fees should be fair and reasonable having regard to all the circumstances of your instructions. Value Added Tax, at the prevailing rate, is payable on all fees and charges (unless in your case we are satisfied VAT is not payable). All figures in our engagement letter are exclusive of VAT unless otherwise stated.
- 8. Bank Transfer Fees:** all same day bank transfers that we make on your matter will attract an administration fee which will be shown on our bill as fees together with VAT thereon and will be advised to you or set out in our engagement letter.
- 9. Same Day Payments and Limitation of Liability:** we make all reasonable endeavours to ensure that payments are made in a timely fashion in accordance with banking payment hours. However, this is

entirely dependent upon the bank processing such payments. Star Legal shall not be liable for any late payments where payment is delayed due to the bank's systems, actions or inactions.

- 10. Expenses & Payments on Account:** unless you expressly instruct us to the contrary, we are hereby authorised to incur such disbursements and expenses as we consider necessary to comply with your instructions. Where possible we shall indicate the likely cost of any expenses that may be payable. It is our policy to request payment in advance of incurring expenses on your behalf. Any payment on account will be paid into our client account and used for such expenses as they are incurred. You will be given credit for such amounts on our bill or on a Completion Statement. The following clearance times apply: 7 business days from payment in for cheques and 2 business days for debit card payments.
- 11. Our Bills:** we will bill you on an interim basis (monthly or other fixed time frame) or at the end of a transaction if agreed by us where it is of a short duration. Our agreement for billing will be set out in our engagement letter. We may, in order to secure payment of our fees and expenses, have first call upon any money or other property recovered or preserved for you by our efforts pursuant to Section 73 of The Solicitors Act 1974. You will remain responsible for settling any outstanding amount on a bill where a third party agrees to pay such sums but fails to do so. We will not accept cash from you as payment of bills and expenses except in limited circumstances and only up to £500.
- 12. Interest:** we will charge interest on any unpaid sum in a bill which remains unpaid for more than 28 days at the rate then payable on court judgment debts. We will account to you for interest on any sums held by us at a rate for immediate access accounts, save where the sum of interest is less than £90.00. Such payments will be made to you at the conclusion of the matter and without the deduction of tax. You must account to the Inland Revenue for any tax due on such payment. If we hold money for you on a designated deposit account, we will provide you with a statement of the interest earned and any tax paid by the bank.
- 13. Termination of Instructions:** you may terminate your instructions to us at any time by giving us written notice. We may decide to cease acting for you, for example: where you fail to provide adequate instructions, or when we cannot comply with your instructions, or when our bill remains unpaid for 28 days from its date or is outside an agreed payment timetable, or when a payment on account is not made as requested or agreed, or where you do not comply with identification or verification requests. We will give you reasonable written notice if we decide we are no longer able to act for you.
- 14. Data Protection:** in accordance with the requirements of the Data Protection Act and the Money Laundering Regulations, we confirm that Star Legal Limited is the data controller and is responsible for your personal data. Philip Hands is the nominated representative/data protection officer. We will collect and process any documents or personal data about you, so far as it relates to client due diligence for the purpose of preventing money laundering and terrorist financing, and otherwise will do so to comply with any legal obligations requiring us to do so (such as for banking oversight – see below) and thereafter strictly in accordance with our privacy notice, which you can find on the Privacy tab on the homepage of our website, or you can ask us to send you a printed copy if you prefer. By giving us your personal information you consent to us processing and storing your information in accordance with our privacy notice, so that we may provide you with legal services and generally administer our relationship with you. We may disclose your information to third parties in connection with these purposes, and full details are set out in our privacy notice.
- 15. Banking Oversight:** The anti-money laundering guidance which UK banks and other finance services firms must adhere to is issued by the Joint Money Laundering Steering Group (“JMLSG”). The JMLSG considers all clients with funds deposited in a law firm's pooled client account to be beneficial owners of that account. The JMLSG does not require banks to routinely identify the beneficial owners of a law firm's pooled accounts, as they do with most other accounts that they issue. Pooled client accounts are granted this exemption on the proviso that information about beneficial owners is available upon the bank's request. Accordingly, in the event that one of our banks requests information about you as a beneficial owner of our pooled client accounts, we will have a legal obligation to disclose your details and information to them.

- 16. Retention of File Papers:** upon completion of any matter for you we are entitled to retain your papers or other property if any money is owing to us in respect of our fees, disbursements and expenses, including interest. Following completion of your matter our file may be stored electronically. Save where we have expressly agreed in writing to keep particular documents on your behalf, we will return all important original documents to you (or, where appropriate, to a third party such as a mortgagee) at the completion of your matter. Subject to legal requirements to keep file papers for a longer period, you authorise us to destroy your file six years from the date of our final bill in respect of your matter.
- 17. Provision of Files, Papers and Documents and Limitation of Liability:** we accept no liability and you release us from all claims, losses, expenses and liabilities for any detriment to your work should you or any third party fail to deliver to us in a timely manner, or at all, any required information, documents or papers or any that are incomplete or incorrect. Should you require copies of any stored file papers we reserve the right to charge you for retrieving them based on the time we spend doing so, subject to a minimum charge of £50 plus VAT. If you ask us to send files, papers or documents to you through the post, rather than collecting them in person, we do so at your risk.
- 18. UK Sanctions:** you agree that we will have the right to cease acting for you by notice forthwith if at any time during our retainer we decide, at our sole discretion, that under the UK Sanctions legislation you are: (i) a 'designated person' on the UK Sanctions register; (ii) a designated person that is acting through another person or entity; or (iii) an entity which is controlled, directly or indirectly in any way, by a designated person (as determined at our sole discretion); or (iv) the trustee or beneficiary of a trust is a designated person.
- 19. Distance Selling:** where you are a private individual and we agree to act for you without meeting you, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 will apply. This allows you to withdraw your instructions to us within fourteen days of receiving these Terms with our engagement letter without charge. You can withdraw your instructions by telephone, email, letter or fax to the signatory of the engagement letter. If you would like us to commence work on your file within the fourteen day period, please either confirm this to us in writing or sign your engagement letter and return it to the signatory. By instructing us to commence work within the fourteen day period, you acknowledge that you will lose the right to withdraw your instructions if we have completed the work on your file within the fourteen day period. If you withdraw your instructions before we have completed the work on your file, you may be charged for the work we have undertaken. The requirement under these regulations for our services to you to be concluded within 30 days will not apply.
- 20. Complaints:** if you have a complaint (which we regard as any concerns you may have about our service or a bill), please raise this first with the professional with whom you have been dealing. If your complaint remains unsatisfied please inform Philip Hands, the Director responsible for dealing with complaints, at our Clifton Office (3 Richmond Hill Clifton Bristol BS8 1AT), who will explain the procedure for handling the complaint and the timescale within which you will be given a response. You may also have a right to complain to the Legal Ombudsman ([www.legalombudsman.org.uk](http://www.legalombudsman.org.uk)). You can find our complaints procedure on our website by clicking the Legal tab, or you can request a copy from us. It provides contact details and includes the time limits for taking a case to them.
- 21. Alternative Dispute Resolution:** in accordance with the EU ADR Directive, we are providing the following link: <http://ec.europa.eu/odr> as this platform is also available for resolving online complaints. However, we ask that you first please address any complaints or disputes to Philip Hands as referred to in the paragraph above and then also utilise any process with the Legal Ombudsman.
- 22. Governing Law:** these Terms shall be construed in accordance with the law of England and Wales.