

## 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 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. Fraud- Anti-Money Laundering:** solicitors are subject to the Money Laundering Regulations 2017. As a result we are obliged as a matter of law to notify the relevant authorities if a client instructs us in a way that will involve us in an arrangement whereby either our client or a third party benefits from any criminal conduct. This is defined very widely as any conduct constituting an offence in the UK. The Regulations cover all offences, no matter how minor, whatever the size of benefit obtained. So if we believe that a client is involved in criminal conduct or is in possession of criminal property we have to notify the National Crime Agency (NCA). Our obligation to do so overrides our duty of confidentiality to our client.  
  
**Fraud – Bank Details:** Please note for our mutual security our bank details will not be provided by email. This is to avoid the risk that fraudsters intercept an email and change the account details. Please do not send us your bank account details by email either. The safest methods to communicate these details are telephone, post or fax.
- 4. Electronic Communications:** 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 communication.
- 5. 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.
- 6. Our Fees:** our engagement letter sets out the agreement in respect of our fees. Time is recorded and charged for on a per task basis (including consideration of incoming emails and letters) in units of 1/10th of an hour. Where relevant, our charge rates are set out in our engagement letter. Any changes to these 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.
- 7. Bank Transfer Fees:** all same day bank transfers that are made in respect of your matter by the firm will attract an administration fee which will be shown on our invoice as fees together with VAT thereon. The amount of this bank transfer fee will be advised to you or set out in our engagement letter.

- 8. Same Day Payments:** we make all reasonable endeavours to ensure that payments are made in a timely fashion in accordance with banking payment hours. However, our ability to make such payments 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 or actions.
- 9. 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 at the outset of a matter indicate the likely cost of any expenses that may be payable. It is our policy to request payment in advance of our incurring any expenses on your behalf. Any payment on account of expenses will be paid into our client account and used for such expenses. You will be given credit for such amounts received on our bill or on a Completion Statement. All payments will require the following time to clear: 7 business days from payment in for cheques and 2 business days for debit card payments.
- 10. Our Bills:** we will bill you for our fees and expenses either 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 charges 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.
- 11. Interest:** we will charge interest on any unpaid sum due to us under a bill which remains outstanding for more than 28 days after delivery of the bill at the rate then payable on judgment debts. We will account to you for interest on any sums held by us to your account at a market rate for immediate access business deposit accounts, save where the sum of interest is less than £50.00. Such payments will be made to you without the deduction of tax so it is for you to account to the Inland Revenue for tax (if any) due on such payment. In the event that a sum is held 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.
- 12. Termination of Instructions:** you may terminate our instructions at any time by giving us written notice. In some circumstances we may decide to cease acting for you, for example where you fail to provide us with adequate instructions, when we find ourselves unable to comply with your instructions, when our bill remains unpaid after 28 days from the date of our bill or is outside an agreed payment timetable or when a payment on account is not made in accordance with a request or as agreed in our engagement letter. We will give you reasonable written notice if we decide we are no longer able to act for you.
- 13. Data Protection:** Star Legal Limited is the controller and is responsible for your personal data. We will collect and process information about you 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 of the circumstances in which we may do this are set out in our privacy notice.
- 14. 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 charges, 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, 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, we have your authority to destroy your file six years from the date of delivery of our final invoice in respect of your matter.

- 15. Provision of Files, Papers and Documents etc:** 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 £40 plus VAT. If you ask us to send files, papers and documents etc to you through the post, rather than collecting them in person, we do so at your risk.
- 16. 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 (Regulations). This means that you have the right 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 the Regulations for our services to you to be concluded within 30 days will not apply.
- 17. Complaints:** If you have a complaint about our service or a bill, please raise this in the first instance 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, and at the conclusion of our complaints process you will be given details ([www.legalombudsman.org.uk](http://www.legalombudsman.org.uk)).
- 18. 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. In the first instance, however, we ask that you please address any complaints or disputes to Philip Hands as referred to in the paragraph above.
- 19. Governing Law:** these Terms shall be construed in accordance with the law of England and Wales.