

**FRASER DAWBARNs LLP  
TERMS OF BUSINESS**

**1. Status**

Fraser Dawbarns LLP ("**the Firm**") is a Limited Liability Partnership which is registered at the Law Society number OC353893 and authorised and regulated by the Solicitors Regulation Authority.

**2. Complaints Procedure**

If you have any questions, queries or concerns about our work for you or about the bill for our charges, please take them up first with the individual dealing with your matter. If that does not resolve the problem to your satisfaction or you would prefer not to speak to that individual, then please take it up with the head of the relevant department of the Firm. The identity of the department heads is available from our website at [www.fraserdawbarns.com](http://www.fraserdawbarns.com), or from any office of the firm.

If your complaint is still not resolved you may refer the matter to the firm's Client Relations Manager, David Osborne who may be contacted at 21 Tuesday Market Place, Kings Lynn, Norfolk, PE30 1JW or by email ([davidosborne@fraserdawbarns.com](mailto:davidosborne@fraserdawbarns.com)) (telephone 01553 666610). We will make every effort to resolve any complaints raised with us through our internal complaints' procedure. If you are not satisfied with our handling of your complaint, you can ask the Legal Ombudsman, PO Box 6167, Slough, SL1 0EH, about your complaint. Any complaint to the Legal Ombudsman must usually be made within 6 months of the date of our final written response on your complaint but for further information, you should contact the Legal Ombudsman on 0300 555 0333 or at [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk)

The Legal Ombudsman expects complaints to be made to them within one year of the date of the act or omission about which you are concerned or within one year of you realising there was a concern.

The Solicitors Code of Conduct can be found on the Solicitors Regulation Authority website at <https://www.sra.org.uk/solicitors/standards-regulations/code-conduct-solicitors> and you can report a solicitor at <https://www.sra.org.uk/consumers/problems/report-solicitor>

If you would like to see our written complaints procedure, we will provide you with a copy of it upon request. You will also be able to access a copy here, on our websites Regulatory Information page <https://www.fraserdawbarns.com/regulatory-information>

It is important to appreciate that if a complaint is made to us, we still may be entitled to charge interest on any of our bills that remain unpaid.

The Legal Ombudsman may not deal with a complaint about a bill if the client has applied to the court for assessment of that bill.

**3. Equality and Diversity**

This firm is committed to promoting equality and diversity in all of its dealings with clients, third parties and employees and has a written equality and diversity policy.

We recognise that often clients and others will be contacting us in difficult and stressful situations. However, we do expect all clients to treat all members of staff with respect. We will not tolerate abusive or threatening behaviour, whether in person, by telephone, or email and reserve the right to terminate a retainer on notice if we consider that a client's behaviour is not acceptable.

**4. Money Laundering**

**4.1. Proof of Identity**

The law now requires solicitors to obtain satisfactory evidence of the identity of their clients, and sometimes people related to them. This is because solicitors who deal with money and property on behalf of their client can be used by criminals wishing to launder money. In order to comply with the law on money laundering, we will request evidence of your identity. If you cannot provide the specific identification requested, please contact us as soon as possible to discuss other ways to verify your identity.

#### **4.2. Confidentiality**

We are under a professional and legal obligation to keep your affairs confidential. However, solicitors may be required by statute to make a disclosure to the National Crime Agency in certain situations where they know or suspect that a transaction may involve money laundering or terrorist financing. If we make a disclosure in relation to your matter, we may not be able to tell you that a disclosure has been made.

#### **4.3. Cash**

The policy at Fraser Dawbarns LLP in relation to cash is that payments in cash exceeding £1,000 in total are not accepted.

If you try to circumvent this policy by depositing cash direct with our bank, we may charge you for any additional checks we decide are necessary to prove the source of the funds.

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.

#### **4.4. Electronic and On-line Data**

As part of the identification process, we will need to carry out identity checks using electronic and online data. Your instructions to us constitute confirmation of your agreement to this.

#### **4.5. Investigations**

We will charge you if we are required to carry out any work as a result of any money laundering activities relating to you or persons connected to you and/or any allegation of such activities and/or any investigation by the anti-money laundering authorities.

### **5. Data Protection**

We use the information you provide primarily for the provision of legal services to you and for related purposes, including updating and enhancing client records, practice management, statutory returns, and legal and regulatory compliance.

Our use of that information is subject to your instructions, the Data Protection Act 2018 and UK GDPR (General Data Protection Regulations) and our duty of confidentiality. Please note that our work for you may require us to give information to third parties such as expert witnesses and other professional advisers. You have a right of access under data protection legislation to certain personal data that we hold about you. For further information please refer to the firm's Privacy Notice.

### **6. Financial Services – Investment & Insurance**

We are not authorised under the Financial Services & Markets Act 2000, nor are we regulated by the Financial Conduct Authority, but we are able, in certain circumstances, to offer a limited range of investment services to the client because we are members of the Law Society of England and Wales. We can provide these investment services if they are an incidental part of the professional services we have been engaged to provide. If while we are acting for you, you need advice on investments, we may have to refer you to someone who is authorised to provide the service.

Fraser Dawbarns LLP is 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 by the Financial Conduct Authority website at <https://www.fca.org.uk/firms/financial-services-register>

The Law Society of England and Wales is a designated professional body for the purposes of the Financial Services & Markets Act 2000. The Solicitors Regulation Authority is the independent regulatory body of the Law Society. The Legal Ombudsman is the independent complaints handling body responsible for handling complaints against solicitors (see details above). If you are unhappy with any investment advice you receive from us or with any insurance advice you receive from us, you should raise your concerns with either of those bodies.

## 7. Interest and Commissions

Client money will be held in a general client account to facilitate your transaction. At the end of your matter, we will credit your account with interest if we hold monies on client account for longer than 30 days and the amount of interest is £30 or more for clients who are private individuals or £100 for other clients (e.g., companies, partnerships, trusts etc). In circumstances where we hold money on client account as stakeholder or temporarily to the order of a third party, we will pay the interest to the party or parties entitled to receive it as required by the relevant contract or arrangement. If the relevant money is held by us for more than 30 days from the date on which such circumstances arise, and more than £30 (individuals) or £100 (corporate or similar bodies) of interest has accrued from that date, then interest will be payable. We believe this policy is fair and reasonable. The rate of interest we apply is currently (as at 01.05.2025) 2.10%. This rate is likely to change from time to time (without notification to you) as and when the interest rate received from our bank changes.

The money we hold for you will be held in our general client account with Lloyds. We will endeavour to deposit client monies with recognised domestic banks but because we have no control over the financial stability of these institutions, we cannot be responsible for their failure, if they are unable to repay depositors in full, or for any monies lost because of their failure. In such circumstances you may be entitled to compensation under the Financial Services Compensation Scheme (FSCS). You should check with the Financial Conduct Authority to find out whether you would be entitled to compensation. The FSCS is the UK's statutory fund of last resort for customers of banking institutions. The FSCS can pay compensation of up to £85,000 if a banking institution is unable, or unlikely, to pay claims against it. The limit is £85,000 per banking institution. If you hold other personal money in the same banking institution(s) as our client account, the limit remains £85,000 in total and so please check the balance of any funds you also hold in Lloyds to assess your maximum losses in the event of a banking collapse.

The full policy can be read here. [https://www.fraserdawbarns.com/client\\_monies\\_interest\\_policy\\_v2/](https://www.fraserdawbarns.com/client_monies_interest_policy_v2/)

In the event that Fraser Dawbarns LLP receives any commissions arising from work carried out on your behalf, whether attributable to investment or insurance activities or otherwise, we will credit your account with the amount of those commissions.

## 8. Termination

You may terminate your instructions to us in writing at any time, which will be effective when we receive it, but we can keep all your papers and documents whilst there is still money owed to us for fees and expenses.

We will decide to stop acting for you only with good reason, e.g. if you do not pay a bill, or a sum on account of costs, or there is a conflict of interest, or if you require us to act unreasonably (which for example in a litigation matter includes (but is not limited to) asking us to run arguments that we consider will not succeed or which are not properly arguable) or act in a manner which conflicts with a protocol), or contrary to the SRA Principles and Codes of Conduct for Solicitors and Firms, or if you or any counterparty become a "Designated Person" under any sanctions regulations in force.

If you or we decide that we should stop acting for you, you will pay our charges up to the point at which you or we are notified.

## 9. Storage of Papers and Deeds

At the conclusion of your matter, we will keep your file of papers in storage for no less than 1 year. After that, storage is on the clear understanding that we have the right to destroy your file of papers after such period as we consider reasonable.

We do not normally make a charge for retrieving stored papers or deeds in response to continuing or new instructions to act for you. We may make a charge based on the time we spend on reading papers, writing letters or other work necessary to comply with these instructions. These charges will be made at the hourly charging rates which are current at the time of your request.

We may make a charge for retrieving stored papers or deeds where there are no new or continuing instructions to act for you, or where you ask us to provide information to you or a third party. These charges will be made at the hourly charging rates which are current at the time of your request.

At the conclusion of your matter, we will retain electronic data for no less than one year. After that period retention of electronic data on our servers or otherwise is on the clear understanding that we have the right to permanently delete any such electronic data after such period as we consider reasonable.

## **10. Outsourcing and Assessment**

We may be required to produce and disclose all or part of your file to assessors, auditors and similar bodies for the purposes of audit or quality checks. These bodies are required to maintain confidentiality in relation to your files.

We reserve the right to outsource work for work to be carried out by people not directly employed by us. Outsourcing of work and auditing and inspection of files has implications for the confidentiality of your matter. If you have any objection, please let us know without delay. Please note that in the event of such objection, it may be necessary for us to terminate our retainer.

## **11. Legal Cost – Dispute Resolution Matters**

Notwithstanding any obligation on your opponent to contribute to your legal costs arising from a court order, a settlement or otherwise, you will always be primarily responsible to pay the legal costs which you incur with this firm, and we may require you to settle them in full prior to receiving payment from your opponent.

### **11.1. Costs recovery - If You Win – Multitrack**

**11.1.1.** This paragraph applies to situations where either you commence court proceedings against your opponent, and you are successful with your claim against your opponent or if you are successful in defending court proceedings brought by your opponent. In these situations, if the court makes an order for costs in your favour, the general rule is that the greater part of your costs and expenses will be met by your opponent if they have the money to pay them. If your opponent does not have the money to pay your legal costs and disbursements, you will be obliged to pay them. The same rules will apply if the case is settled in your favour without court proceedings having to be issued if it is a term of the settlement that your opponent should pay your legal costs.

**11.1.2.** If either your opponent is ordered by the court to pay your legal costs and disbursements or prior to the issue of court proceedings your opponent agrees to pay your legal costs and disbursements, your opponent will only be required to make a contribution towards those costs. You will be obliged to pay the balance of your costs and disbursements. We will give credit for any costs recovered from your opponent against any costs and disbursements you have already paid or are obliged to pay.

**11.1.3.** Please note that courts increasingly are making orders that reflect the issues in the case. For example, if the case went to trial and there were 5 issues to be decided and you won on 3 of those issues but lost on 2 of those issues the court could order your opponent to pay 60% of your legal costs and you to pay 40% of the opponent's legal costs. Therefore, even if you won your case, you may have to pay some of your opponent's legal costs.

#### **11.1.4. Section 74 Solicitors Act 1974**

Our retainer with you expressly permits us to charge an amount of costs greater than that which you will recover or could have recovered from the other party to the proceedings and expressly permits payment of such sum. This part of this retainer is made under section 74(3) of the Solicitors Act 1974 and Civil Procedure Rules 46.9 (2) and (3). In so far as any costs or disbursements are of an unusual nature or amount these costs might not be recovered from the other party.

### **11.2. Costs recovery - If you Lose – Multitrack**

**11.2.1.** You will no doubt appreciate that if you lose your case after court proceedings have started the court is likely to order you to pay your opponent's legal costs and disbursements. In addition, you will be obliged to pay our costs and disbursements.

**11.2.2.** As stated above courts increasingly are making orders that reflect the issues in the case. For example, if the case went to trial and there were 5 issues to be decided and you won on 2 of those issues but lost on 3 of those issues, the court could order your opponent to pay 40% of your legal costs and you to pay 60% of the opponent's legal costs. Therefore, even if you lost your case your opponent may have to pay some of your legal costs.

**11.2.3.** It will not be possible to give a precise estimate for your opponent's costs until costs budgets are exchanged should your case be in the multitrack and progress to that stage. However, it is likely that your opponent's costs would be similar to the costs you incur with this firm and could be more, particularly if your opponent is Claimant. Whenever we provide you with an estimate as to your own costs this should be regarded as an indication also of your opponent's likely costs in the event that a costs order is made requiring you to pay your opponent's costs.

### **11.3. Costs recovery – if you win – fast track and intermediate track**

- 11.3.1.** This paragraph applies to situations where either you are successful with your claim against your opponent or if you are successful in defending court proceedings brought by your opponent. If your claim falls within either of these tracks (as to which we will advise you) the costs you can recover from your opponent are fixed by reference to prescribed amounts and Tables set out in the Civil Procedure Rules. The amount recovered is dependent on the value of the claim and/or settlement and/or the stage at which the claim is settled and/or if the claim proceeds all the way to trial the damages awarded. We will advise you on the detail as applied to your specific case.
- 11.3.2.** The fixed costs recoverable may be less than the costs we charge you. There may therefore be a shortfall which you will still be obliged to pay us. We will give credit for any fixed costs recovered against costs you may already have paid. Please refer also to section 11.1.4 above which also applies.
- 11.3.3.** It may also be that the fixed costs recovered from your opponent are more than the costs we have charged you. In this event we will retain the surplus.

### **11.4. Costs – if you lose – fast track and intermediate track**

If you lose either as Claimant or Defendant your opponent will be able to recover fixed costs against you in accordance with the prescribed amounts as referred to under section 11.3 above. Therefore if you are Claimant your liability will be for Defendant fixed costs, and if you are Defendant your liability will be for Claimant fixed costs. We will advise you of the likely liability in respect of your particular case.

### **11.5. Costs recovery – small claims track**

If your claim is in the small claims track (as to which we will advise you) there is no costs recovery if you are successful either as Claimant or Defendant.

### **11.6. Interlocutory Hearings**

- 11.6.1.** If court proceedings are issued and at any time either you or your opponent issue an application before the trial takes place for a hearing during which the court is asked to decide any issue or point this hearing is known as an “Interlocutory Hearing”.
- 11.6.2.** If you lose the Interlocutory Hearing, it is likely that the court will order you to pay your opponent’s legal costs of the Interlocutory Hearing within 14 days of the date of that hearing.
- 11.6.3.** If you win the Interlocutory Hearing, it is likely that the court will order your opponent to pay your legal costs of the Interlocutory Hearing within 14 days of the date of that hearing.

## **12. Legal Costs – Employment Matters**

Notwithstanding any obligation on your opponent to contribute to your legal costs arising from a court order, a settlement, or otherwise, you will always be primarily responsible to pay the legal costs which you incur with this firm, and we may require you to settle them in full prior to receiving payment from your opponent.

### **12.1. Costs**

- 12.1.1.** The general rule is that at the conclusion of an Employment Tribunal the Employment Tribunal generally will not order one party to pay the other party’s legal costs.
- 12.1.2.** However, an Employment Tribunal does have the power at the conclusion of a case to order either you or your opponent to pay all or part of the other’s legal costs. This may occur in the following situations:  
If the Employment Tribunal considers that in bringing the case to the Employment Tribunal, you “acted vexatiously, abusively, disruptively or otherwise unreasonably;” or that the bringing or conducting of the proceedings in the Employment Tribunal was misconceived.

If the Employment Tribunal considers that you or your opponent has conducted the case “vexatiously, abusively, disruptively or otherwise unreasonably.”

It is not uncommon for the Tribunal to award costs against a Claimant if it considers the case was weak. Generally it is less likely to award costs against a Respondent.

**12.1.3.** If the Tribunal makes a costs order this can be either a costs order which is in respect of the costs of a legally represented party or a preparation time order in respect of costs of an unrepresented party, but it cannot make both orders. If the Tribunal does make such an order in your favour, it is unlikely to cover the whole of your costs and you will remain liable to pay us any "shortfall". We will give credit for any such costs actually recovered and received from the other party.

**12.1.4.** Section 74 Solicitors Act 1974

Our retainer with you expressly permits us to charge an amount of costs greater than that which you will recover or could have recovered from the other party to the proceedings and expressly permits payment of such sum. This part of our retainer is made under section 74(3) of the Solicitors Act 1974 and Civil Procedure Rules 46.9 (2) and (3). In so far as any costs or disbursements are of an unusual nature or amount these costs might not be recovered from the other party.

**12.1.5.** It is not possible to estimate your opponent's likely costs should the Tribunal order you to pay them other than to say they are likely to be of a similar order to your own costs incurred with us.

**13. Insurance for Costs and Disbursements – Dispute Resolution & Employment Matters**

**13.1.** It may be possible, either now or at a later stage, for you to take out an insurance policy which will pay your costs and disbursements and/or your opponent's legal costs and disbursements (if the Employment Tribunal or Court orders you to pay them) if you lose your case after issuing proceedings.

**13.2.** Some insurance policies will not cover any costs that your opponent has incurred prior to the date on which you took out the insurance. If, either now or at a later date, you are unable to take out such an insurance policy, you will be personally liable to pay the costs and disbursements that your opponent incurred before the policy was taken out.

**13.3.** Your opponent will start to incur legal costs and disbursements as soon as they are aware of the dispute/claim.

**13.4.** Please be aware that the later you seek insurance cover, the more expensive it is likely to be. If you would like us to act on your behalf to obtain written quotations for insurance, now or at any time in the future, please do not hesitate to call us.

**14. Legal Expenses Insurance – Dispute Resolution & Employment Matters**

**14.1.** If you have Legal Expenses Insurance, it may be the case that those insurers will be willing to pay for you to receive legal advice in respect of this matter.

**14.2.** If you consider that you do have Legal Expenses Cover, please send us a copy of the policy, including the full terms and conditions. We will then be able to advise you as to whether the policy covers your situation.

**14.3.** If you do have legal expenses cover, our charges will be calculated at the rate set out below for the work that we do for you, up to the point at which the insurance company agrees to pay our costs for you. Unfortunately, even if you have legal expenses insurance, you will remain primarily liable for the legal costs that you incur. If the insurance company does not pay our costs, we shall look to you for payment of our costs. (e.g. the insurer may not pay all of our costs or may only pay at a lesser hourly rate, in which case you would still be liable to pay the shortfall or difference)

**15. Charging Rates – Dispute Resolution & Employment Matters**

**15.1.** Our charges will be calculated mainly by reference to the time spent those dealing with your matter. This includes advising, attending on you and others, drafting letters and emails, reading letters and emails, drafting attendance notes, dealing with papers, correspondence, telephone calls (including incoming calls from you), research, traveling and waiting time, drafting and preparation of any costs estimates, detailed costs estimates, schedules and bills.

**15.2.** From time to time we may arrange for some of the work to be carried out by people not directly employed by us (for example a costs draftsman). Such work will be charged to you at the hourly rate which would have been charged if we had done the work ourselves.



- 15.3.** Our charge rates are reviewed annually in April and October, and you will be charged at the revised rate from the date it takes effect. We will be happy to supply you with the up to date rates upon request. As at 01.05.2025, our charging rates are as follows:

Fee Earner	Hourly Rate Excluding VAT	Hourly Rate Including VAT
Member Solicitor and Consultant	£350 + VAT	£420.00
Senior Associate Solicitor, Associate Solicitor, Senior Associate Clerk/in house costs draftsman, CILEX and Assistant Solicitor with over 8 years post qualification experience - Grades A	£320 + VAT	£384.00
Senior Associate Solicitor, Associate Solicitor, Senior Associate Clerk/in house costs draftsman, CILEX and Assistant Solicitor with over 4 years post qualification experience - Grades B	£300 + VAT	£360.00
Assistant Solicitor and CILEX with less than 4 years post qualification experience - Grade C	£275 + VAT	£330.00
Trainee/other legal assistants and paralegals - Grades D	£245 + VAT	£294.00

- 15.4.** We charge for legal services in units of time, one unit being 1/10<sup>th</sup> of an hour or 6 minutes. Each unit is charged at the applicable hourly rate(s) for your matter.

- 15.5.** The following will be charged at one unit:

Each telephone call of 6 minutes or under made or received. Telephone calls longer than 6 minutes will be charged for the number of units the call has taken.

Each letter or email sent. The preparation time for a long letter or email will be charged separately as preparation time.

- 15.6.** Each letter or email received will be charged at half a unit (which is 1/20<sup>th</sup> of an hour or 3 minutes).

## **16. Terms relevant to all fee-paying clients**

- 16.1.** Time spent in preparation of letters and emails, telephone calls made and received, meetings (both in person and remote) with you and other persons involved in your matter, consultation with colleagues within Fraser Dawbarns, and all work done in connection with your matter (including consideration of letters and emails received) will be charged for in standard 6 minute (or 1/10<sup>th</sup> of an hour) units of time. Each unit is charged at the applicable hourly rate(s) for your matter.

- 16.2.** In addition:

- Each short letter or short email sent, or short telephone call made or received is charged as a single 6 minute unit.
- Each standard letter or email received (including emails copied to us) is charged as one 3-minute unit (which is 1/20<sup>th</sup> of an hour).
- Time spent in travelling and waiting is charged for in units of 6 minutes

- 16.3.** We also will charge on the same basis for all time spent dealing with compliance with anti-money-laundering regulations and enquiries relating to source of funds and source of wealth in connection with your matter.

- 16.4.** Hourly rates are reviewed annually in April and October, and we will notify you of any adjustment which will affect the hourly rate charged in relation to your matter. The person with conduct of your matter will advise you of the hourly rate applicable to your matter when advising you of a cost estimate for your matter.

## **17. Billing Arrangements for fee paying clients**

You agree that we may deliver any bill or invoice by email or other electronic means.

In certain situations, you may be entitled to apply to the court for an assessment of our bill under part III of the Solicitors Act 1974.

Any such application to assess the bill should be made within one month of delivery of the bill and this includes interim bills. If an application is made after one month but before the expiry of 12 months from delivery the court will only order assessment in "special circumstances". The right to an assessment is lost if application is not made within 12 months of payment of the bill.

#### **17.1. Interim Bills**

You agree we may deliver Interim Bills as and when we feel appropriate or when your matter has reached a particular stage. Any such bill will be a detailed bill and will be a final bill for the period stated, and so a statute bill for the purposes of the Solicitors Act 1974 and the time limits to assess any such bill as referred to above. (Any such application to assess the bill should be made within one month of delivery of the bill. If an application is made after one month but before the expiry of 12 months from delivery the court will only order assessment in "special circumstances". The right to an assessment is lost if application is not made within 12 months of payment of the bill.). We may issue disbursement bills (costs and expenses we incur on your behalf) separately and these may be issued after the bill for our fees for the period to which the disbursement relates. In the event of a payment not being made, we reserve the right to decline to act any further and that the full amount of the work done up to date will be charged to you.

#### **17.2. Time for Payment and Interest**

Payment of all bills is due within 28 days of our sending it to you. If it is unpaid, we will charge interest on the bill at 8% per year on a daily basis from the date on which payment of our bill is due.

#### **17.3. Lien**

In the event that any bill is unpaid, we are entitled to retain your papers, documents and property until payment in full has been received.

#### **17.4. Payments on Account**

The expenses that a solicitor incurs in running a matter (such as search fees, court fees, experts' fees, travelling expenses etc) are known as disbursements. We may ask you for payments on account of our costs and the disbursements we incur on your behalf as the matter proceeds. In the event of a payment on account not being made we reserve the right to decline to act any further. In that event, we will send a bill for all work done to date.

#### **17.5. Credit Card Payments**

You may pay a sum on account of costs, any sum due to us for costs VAT and disbursements by credit card or debit card. We are unable to accept card payments for any other purpose. We may not be able to take a credit card payment for Stamp Duty land Tax and Land Registry fees.

#### **17.6. Standing Order**

We shall be entitled at any stage to request you to pay any sums by way of standing order. If at any time we ask you to pay sums to us on account of our costs by standing order, it is important to bear in mind that our costs may be more or less than the amounts that you pay us by way of standing order. If our costs and disbursements are more, we shall be entitled to ask you to pay the balance. If our final costs and disbursements are less than the sums that we have received from you, we will send the balance to you.

You agree to us using the sums paid by standing order to pay our costs and the disbursements that we incur on your behalf. In addition, the amount of the standing order does not limit the sum that we can ask you to pay in any particular month. We reserve the right at any time to require you to pay to us sums over and above the amount that you have agreed to pay us by standing order. For example, we are entitled to ask you to pay sums over and above the standing order payments that we have received from you to pay any of our bills, to pay any disbursements or to pay any other sums required from you on account of our costs and disbursements. We reserve the right to cease acting for you if any of the standing order or other payments are not paid.

### **18. Joint Clients**

Where we are acting on behalf of one or more client by signing this agreement you agree to us taking instructions from one of you on behalf of all of the joint clients unless you advise us to the contrary.

### **19. Partnerships & Limited Companies**

Where we have been instructed by one or more directors of a limited company to act on behalf of the limited company or by one or more partners to act on behalf of a partnership of which they are members:

- The director(s) or partner(s) (as applicable) warrant that they have the authority of the limited company or partnership (as applicable) to instruct us and
- The director(s) or partner(s) (as applicable) warrant that the limited company or partnership (as applicable) is not insolvent and has the funds to pay our costs and disbursements as they fall due.



## **20. Emails**

Any emails sent by us to you (or to others on your behalf) are likely to contain potentially sensitive information about you and/or your matter. Please note that those emails and their enclosures will be sent in a non-encrypted format and as such will be vulnerable to being opened and read by those with the technology and expertise to do so. By instructing us to act for you, you agree to us sending emails about your matter in a non-encrypted manner, unless you advise us in writing to the contrary.

## **21. VAT Number**

Our VAT number is 750873712

## **22. Professional Indemnity Insurance**

We maintain professional indemnity insurance in relation to the services that we provide. Our insurers are HDI Global Speciality SE UK Branch of 60 Fenchurch Street, London, EC3M 4AD. The territorial coverage of our insurance is England & Wales.

## **23. Applicable Law**

Any dispute or legal issue arising from our terms of business will be determined by the law of England and Wales, and considered exclusively by the English and Welsh courts.

## **24. Assignment of Retainer**

By instructing us to act for you, you agree that we may assign your retainer to any successor practice of this firm, including any Limited Liability Partnership or Limited Company to which all or part of the firm's business is transferred.

## **25. Liability of Members and Employees**

You also agree that no member or employee of any Limited Liability Partnership or Limited Company to which your retainer may be transferred shall be liable for any tortious act or omission in relation to your retainer.

## **26. Client Identification**

We use the services of Legl to provide secure digital identity verification, Anti-Money Laundering (AML) Checks, online payments, source of funds checks and to share key documents, as part of our client onboarding process, including ongoing monitoring of PEPs and Sanctions, in line with SRA regulation. Legl may use Artificial Intelligence (AI) to process your data as part of its services.

All information provided is securely processed by Legl using the highest security standards to encrypt your details and keep your personal data safe. You will receive a link to start your client onboarding, and you will be redirected to Legl's portal where the verification will take place. You will receive an immediate email confirmation once the flow is finalised.

There will be a charge to the individual parties of every matter of between £10 - £30 plus VAT, applicable to the Legl services required, and at Legl's current rates.

You can find Legl's Terms of Use here <https://www.legl.com/terms-of-use> and Privacy Policy here <https://www.legl.com/privacy-policy>.

If you have any questions, please contact us at [info@fraserdawbarns.com](mailto:info@fraserdawbarns.com)

27. Agreement

We use the services of Legl to obtain your confirmation that you agree to these Terms of Business

If asked to do so, please sign a copy of these Terms of Business below and return it to us as confirmation that you agree to the terms.

We retain the right to cease work for you until you have confirmed agreement to these Terms of Business.

<p><b>For Business Clients</b></p> <p>I ..... <i>[please insert your full name in block letters]</i> on behalf of ..... <i>[please insert your businesses name in block letters]</i> ("<b>the Business</b>") agree to the terms as to charging. I confirm that I have authority on behalf of the Business to enter into this agreement on behalf of the Business and that the Business has the funds to pay your fees.</p> <p>Signed: ..... Dated: .....</p>
<p><b>For Non-Business Clients</b></p> <p>I ..... <i>[please insert your full name in block letters]</i> agree to the terms as to charging.</p> <p>Signed: ..... Dated: .....</p> <p>I ..... <i>[please insert your full name in block letters]</i> agree to the terms as to charging.</p> <p>Signed: ..... Dated: .....</p>