

1 Our contract with you

- 1.1 These **Terms of Business** (as updated 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.
- 1.2 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 **Client Care Letter**. These Terms of Business should be read together with the Client Care Letter—together they form the contract between us.
- 1.3 If there is any inconsistency between our Terms of Business and the Client Care Letter, the Client Care Letter will take priority.
- 1.4 Your continuing instructions in this matter will amount to your acceptance of these Terms of Business.
- 1.5 Unless otherwise agreed, these Terms of Business will apply to all future instructions you give us on this or any other matter.
- 1.6 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.

2 About us

- 2.1 **Southern Solicitors Limited** is a company incorporated in England and Wales with registered number 08367875.
- 2.2 You can find details of the postal address, fax number, telephone number and email address of **each** office on our website at www.southernslaw.co.uk.
- 2.3 Southern Solicitors Limited is authorised and regulated by the Solicitors Regulation Authority (SRA). The SRA is the independent regulatory arm of the Law Society of England and Wales, our professional body. Southern Solicitors and our solicitors are governed by Codes of Conduct and other professional rules, which you can access on the SRA's website at www.sra.org.uk or by calling 0370 606 2555. Our SRA authorisation number is 639025. All services provided by Southern Solicitors are regulated by the SRA.
- 2.4 We are registered for VAT purposes. Our VAT registration number is 174 8379 22
- 2.5 Where we say 'we', 'us' or 'our' in these Terms of Business, we mean Southern Solicitors Limited.

3 About you

Where we say 'you' or 'your' in these Terms of Business, we mean the client identified in the Engagement Letter and anyone authorised to give instructions on that client's behalf.

4 Our responsibilities and your responsibilities

- 4.1 What you can expect of us

Treat you fairly and with respect

Communicate with you in plain language

Review your matter regularly

Advise you of any changes in the law that affect your matter

Advise you of any reasonably foreseeable circumstances and risks that could affect the outcome of your matter

- 4.1 What we expect of you

Provide documents when we ask for them and respond promptly when we ask for instructions or information

Notify us if your contact details change

Tell us immediately if your expectations change or if you are not sure you understand what we have discussed

Inform us of any time limits or objectives that might not be obvious to us

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

5 Scope of our legal services

- 5.1 The scope of the services we will provide is set out in the Client Care Letter.
- 5.2 We will provide legal advice and services to you with reasonable care and skill. However, the nature of many types of legal work means that it is not possible to guarantee a particular outcome.
- 5.3 Unless otherwise agreed in writing, we will advise only on English law.
- 5.4 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 13 (**Financial services**), we do not provide financial services or advice.
- 5.5 If you ask us to obtain advice from another law firm, that firm will be responsible for the service and advice they provide.
- 5.6 Unless otherwise agreed in writing, our advice and any documents we prepare:
 - 5.6.1 are for use only in connection with the specific matter on which we are instructed, can only be relied on by you; and

5.6.2 reflect the law in force at the relevant time.

6 Service standards

- 6.1 We are normally *open between* 9.00 am and 5.00 pm on weekdays. We may be able to arrange appointments outside of these hours, in cases of emergency. We operate an out of hours emergency telephone service. We are closed on all bank holidays.
- 6.2 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.
- 6.3 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.
- 6.4 We will update you on the cost of your matter at the intervals set out in the Client Care Letter. If appropriate, we will continue to review whether there are alternative methods by which your matter can be funded.
- 6.5 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.

7 Our liability to you

- 7.1 Your contract is solely with Southern Solicitors 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 or director, officer, employee, agent or consultant of Southern Solicitors will have any personal legal liability for any loss or claim.
- 7.2 Unless explicitly agreed otherwise, in writing:
- 7.2.1 we do not owe, nor do we accept, any duty to any person other than you; and
- 7.2.2 we do not accept any liability or responsibility for any consequences arising from reliance on our advice by any person other than you.
- 7.3 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 Client Care Letter.
- 7.4 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 £3,000,000 including interest and costs unless we expressly state a different figure in the Client Care Letter.
- 7.5 We will not be liable for any of the following (whether direct or indirect):
- 7.5.1 losses not caused by any breach of contract or tort on the part of the firm;
- 7.5.2 loss of revenue;
- 7.5.3 loss of profit;
- 7.5.4 loss of or corruption to data;
- 7.5.5 loss of use;
- 7.5.6 loss of production;
- 7.5.7 loss of contract;
- 7.5.8 loss of opportunity;
- 7.5.9 loss of savings, discount or rebate (whether actual or anticipated); and
- 7.5.10 harm to reputation or loss of goodwill.

OR

- 7.6 Further, we will not be liable for:
- 7.6.1 losses that were not foreseeable to you and us when this contract was formed;
- 7.6.2 losses not caused by any breach on the part of the firm; and
- 7.6.3 business losses, including losses sustained by any individual not acting for purposes of their trade, business, craft or profession.
- 7.7 Nothing in these Terms of Business shall exclude or restrict our liability in respect of:
- 7.7.1 death or personal injury caused by our negligence;
- 7.7.2 fraud or fraudulent misrepresentation;
- 7.7.3 any losses caused by wilful misconduct or dishonesty;
- 7.7.4 any other losses which cannot be excluded or limited by applicable law.

7.8 Please ask if you would like us to explain any of the terms above.

8 Charges and Expenses

- 8.1 Our charges are calculated by reference to the time spent by the Solicitors and other Fee Earners dealing with your matter. This will include meeting with you and others, considering, preparing and working on papers and correspondence, making and receiving telephone calls a emails, preparation of any detailed cost calculations and any time spent travelling.
- 8.2 An estimate of costs will in most cases be included in our client care letter. We may revise that estimate in response to events or your instructions, for example, where additional or prolonged work is required and the revised estimate will be the basis on which we continue to act for you.
- 8.3 Each fee earner's time is charged at an hourly rate which reflects overhead costs. Routine letters, e-mails, faxes and telephone calls (made and received) are charged at 6 minute units. The current hourly rates are set out in the original client care letter to you.
- 8.4 Our hourly rates are reviewed periodically, normally with effect from 1st January each year. If a review is carried out before this matter is concluded we will inform you of any variation in the rate before it takes effect.
- 8.5 In addition to the time spent we may take into account a number of factors such as the degree of urgency accorded to your case, its complexity and importance, the amount of money involved or any particular

specialist expertise that the case may demand. In these situations we reserve the right to add a value percentage to our charges based on the hourly rates. In these circumstances written notice of the variation will be provided.

- 8.6 We may be able to agree with you an alternative charging arrangement for example a fixed fee or conditional fee arrangement. If this arrangement has been agreed we will write to you about this separately.
- 8.7 Southern Solicitors may have to pay out various other expenses on behalf of clients, referred to as 'Disbursements' e.g. court and Counsel's fees, search fees, stamp duty, land or probate registry fees etc. We have no obligation to make such payments unless you have provided us with funds for that purpose. VAT is payable on certain disbursements. In most cases we will inform you in advance of any anticipated disbursements.
- 8.8 Car travel will be charged out at our current rate per mile. Other travel costs such as train fares will be payable at their cost to us.
- 8.9 If for any reason this matter does not proceed to conclusion or completion we will be entitled to charge for work done and expenses incurred as set out above.
- 8.10 Unless we agree otherwise in writing, we shall assume that where we act for more than one person, but only one of them tells us what to do, that person has the authority of the other(s) to do so. Where we do act for more than one person, each person is jointly and severally responsible for the instructions given and for payment of our fees and outlays in connection with the matter.

9. Confidentiality

- 9.1 We will keep your information confidential, unless:
 - 9.1.1 you consent to the disclosure of that information;
 - 9.1.2 disclosure of the information is required or permitted by law or regulatory requirements that apply to us; or
 - 9.1.3 these Terms of Business state otherwise.
- 9.2 Unless you instruct us otherwise, we may contact you or others by email. We deploy a range of information security measures, but we cannot guarantee the security of information or documents sent by email. If you do not wish us to communicate information by email, please let us know.
- 9.3 External organisations such as the Information Commissioner's Office or Lexcel auditors and the SRA may conduct audit or quality checks on our practice from time to time. They may wish to audit or quality check your file and related papers for this purpose. We will require that these external organisations maintain confidentiality in relation to any files and papers which are audited or quality checked.

10 Privacy and data protection

- 10.1 We use your personal data primarily to provide legal services to you, but also for related purposes such as administration, billing and record keeping and to inform you of our services and events that we think may be of interest to you.
- 10.2 Our use of your personal data is subject to your instructions, the UK General Data Protection Regulation (UK GDPR, other relevant UK legislation and our professional duty of confidentiality.
- 10.3 We take your privacy very seriously. Our Privacy policy contains important information on how and why we collect, process and store your personal data. It also explains your rights in relation to your personal data. The Privacy policy is available on our website but please contact us if you would like us to send a copy to you or if you would prefer us to explain our Privacy policy verbally.
- 10.4 We may record telephone calls and monitor emails for training, regulatory and compliance purposes.
- 10.5 We use third party service providers (including 'cloud' service providers) to help us deliver efficient, cost effective legal services. This may include document/information hosting, sharing, transfer, analysis, processing or storage. We ensure all third party service providers operate under service agreements that are consistent with our legal and professional obligations, including in relation to confidentiality, privacy and data protection. If you instruct us to use an alternative provider for storing, sharing or exchanging documents/information, we are not responsible for the security of the data or the provider's security standards.
- 10.6 We may use your personal data to send you updates (by email, text, telephone or post) about legal developments that might be of interest to you and/or information about our services, including exclusive offers, promotions or new services. You have the right to opt out of receiving promotional communications at any time, by:
 - 10.6.1 contacting us
 - 10.6.2 using the 'unsubscribe' link in emails or 'STOP' number in texts; or

11 Banking and related matters

- 11.1 Our client account
 - Unless agreed otherwise, we hold client money in various accounts with UK banks regulated by the Financial Conduct Authority (FCA).
- 11.2 Changes to our bank details
 - 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.
- 11.3 Payment of interest
 - 11.3.1 We will pay a fair sum of interest to clients or third parties on client money we hold on their behalf.
 - 11.3.2 We will not pay interest:
 - (a) on money we are instructed to hold outside a client account in a manner that does not attract interest, eg cash held in our safe;

- (b) where the amount of interest is less than £50;
 - (c) where we agree otherwise, in writing, with you or the third party for whom the money is held.
- 11.3.3 Please ask us if you would like to see our written payment of interest policy.
- 11.4 Bank failure and the Financial Services Compensation Scheme
 - 11.4.1 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).
 - 11.4.2 The FSCS is the UK's statutory fund of last resort for customers of banking institutions. The FSCS can pay compensation up to £120,000 if a banking institution is unable, or likely to be unable, to pay claims against it.
 - 11.4.3 The limit is £120,000 per banking institution. If you hold other personal money in the same banking institution as our client account(s), the limit remains £120,000 in total. Some banking institutions have several brands. The compensation limit is £120,000 per institution, not per brand.
 - 11.4.4 The FSCS also provides up to £1m of short-term protection for certain high balances, eg 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.
 - 11.4.5 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.
 - 11.4.6 More information about the FSCS can be found at <https://www.fscs.org.uk>.
- 11.5 Receiving and paying funds
 - 11.5.1 Our policy is to only accept cash up to £1,000 per 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.
 - 11.5.2 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.
 - 11.5.3 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.
- 12 Prevention of money laundering, terrorist financing and proliferation financing
 - 12.1 To comply with anti-money laundering, counter-terrorist financing and counter-proliferation financing requirements, we are likely to ask you for proof of your identity and we may 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.
 - 12.2 You agree that we may make checks using online electronic verification systems or other databases as we may decide.
 - 12.3 You must not send us any money until we have told you these checks have been completed.
 - 12.4 We will charge you for these identification and verification checks—we will confirm the cost in our client care letter.
 - 12.5 We may ask you to confirm the source 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.
 - 12.6 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:
 - 12.6.1 with your consent; or
 - 12.6.2 as permitted by or under another enactment.
 - 12.7 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 may 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 and may not be able to tell you why.
 - 12.8 Subject to section 7 (***Our liability to you***), 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 Financial services
 - 13.1 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 distribution 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.fca.org.uk/firms/financial-services-register.
 - 13.2 We are also not authorised by the FCA to provide investment advice services. If you need advice on investments, we may refer you to someone who is authorised by the FCA to provide the necessary advice.

- However, because we are regulated by the SRA, we may be able to provide certain limited investment advice services where these are closely linked to the legal work we are doing for you.
- 13.3 The SRA is the independent regulatory arm of the Law Society. The Legal Ombudsman deals with complaints against lawyers. If you are unhappy with any financial service you receive from us, you should raise your concerns with the SRA or Legal Ombudsman.
- 14 Professional indemnity insurance
- 14.1 We have professional indemnity insurance giving cover for claims against us. Details of this insurance, including contact details of our insurer and the territorial coverage of the policy can be provided on request.
- 14.2 It is a condition of our professional indemnity insurance that we notify our insurer and/or broker of any circumstances which may give rise to a claim against us. In doing so, we may disclose documents and information to our insurer, broker and insurance advisers on a confidential basis. Our insurers and brokers are contractually obliged to keep all information we pass to them strictly confidential.
- 15 Complaints
- 15.1 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.
- 15.2 In the first instance it may be helpful to contact the person who is working on your case to discuss your concerns and we will do our best to resolve any issues. If you would like to make a formal complaint, you can read our full complaints procedure. Making a complaint will not affect how we handle your matter.
- 15.3 What to do if we cannot resolve your complaint
- 15.3.1 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 and it will not affect how we handle your matter.
- 15.3.2 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:
- (a) within six months of receiving our final response to your complaint;
- and**
- (b) no more than six years from the date of act/omission; or
 - (c) no more than three years from when you should reasonably have known there was cause for complaint.
- 15.3.3 However, please note that from 1 April 2023 these time limits are changing. From 1 April the Legal Ombudsman expects complaints to be made to them:
- (a) within six months of receiving a final response to your complaint;
- and**
- (b) no more than one year from the date of the act/omission you are concerned about; or
 - (c) no more than one year from when you should reasonably have known there was cause for complaint.
- 15.3.4 If you would like more information, you can contact the Legal Ombudsman by:
- (a) visiting www.legalombudsman.org.uk
 - (b) calling 0300 555 0333 between 9.00 to 17.00
 - (c) emailing enquiries@legalombudsman.org.uk
 - (d) writing to Legal Ombudsman PO Box 6806, Wolverhampton, WV1 9WJ
- 15.4 What to do if you are unhappy with our behaviour
- 15.4.1 The Solicitors Regulation Authority (SRA) can help if you are concerned about our behaviour. This could be for things like dishonesty, taking or losing your money or treating you unfairly because of your age, a disability or other characteristic.
- 15.4.2 The [SRA's website](#) contains information raising concerns about solicitors and law firms.
- 16 Terminating your instructions
- 16.1 You may terminate our appointment at any time by giving us notice in writing. We can keep all your papers and documents while there is still money owed to us for our charges or disbursements.
- 16.2 We will only decide to stop acting for you with good reason, eg where we feel that the relationship has broken down, if you do not pay a bill, if you provide us with misleading information, or if you act in an abusive or offensive manner. We will give you reasonable notice before we stop acting for you.
- 16.3 If you or we decide that we should stop acting for you, we will charge you for the work we have done and, where appropriate, for transferring the matter to another adviser if you so request. This will be calculated on the basis set out in the Client Care Letter.
- 16.4 We are not responsible for reminding you about important dates and/or any deadlines after our appointment has been terminated.
- 17 Storage and retrieval of files
- 17.1 We may create and hold client files in hard copy (paper), electronically or a combination of both.

- 17.2 We normally store client files (except any of your papers you ask to be returned to you) for six years after we send you our final bill. Unless you instruct us to the contrary, we will store your file electronically only and may destroy paper documents and scan them onto our system to be stored electronically. We store the file on the understanding that we may destroy it after six years. We will not destroy original documents such as wills, deeds and other securities that we have agreed to hold in safe custody but we may, on reasonable notice, send them to you for safekeeping.
- 17.3 We will **may** charge an annual fee for storing original documents in safe custody, eg wills and title deeds. We will notify you of our storage rates at the appropriate time. If we prepare a deed or a will for you we will store it free of charge.
- 17.4 If we retrieve your file from storage (including electronic storage) in relation to continuing or new instructions to act for you, we will not normally charge for the retrieval.
- 17.5 If we retrieve your file from storage for another reason, we may charge you for:
 - 17.5.1 time spent retrieving the file and producing it to you;
 - 17.5.2 reading, correspondence, or other work necessary to comply with your instructions in relation to the retrieved file; and/or
 - 17.5.3 providing additional copies of any documents.
- 17.6 We will provide you with an electronic copy of the file unless it is inappropriate to do so.
- 17.7 Our Privacy policy contains more information about how long we keep personal data for—see section 10.3.
- 18 Signature

Please sign, date and return one copy of these Terms of Business.

Signed by or on behalf of client
Name of person(s) signing these Terms of Business
Position or role of person(s) signing these Terms of Business, if not the individual client
Date]