Terms of Business (Version T23)
Scott Richards Solicitors

These Terms of Business set out the basis on which we, Scott Richards Solicitors, provide legal services to our clients. They should be read together with the client care letter for the particular matter.

This version has been updated to reflect current legal and regulatory requirements and guidance, including the firm's present obligations under the SRA regulatory framework, the Money Laundering Regulations 2017, the SRA Accounts Rules, and current LSAG guidance.

By instructing Scott Richards Solicitors and continuing to give instructions, you agree to these Terms of Business.

Contents

1. Our aim…… 2
2. Hours of business…….. 2
3. The person responsible for the work…….. 2
4. Charges and expenses…… 2
5. Estimates and information about costs…….. 4
6. Payment arrangements…… 4
7. Other parties' charges and expenses…… 6
8. Security for costs: lien and charging rights…… 6
9. Service standards and your responsibilities…….. 6
10. Interest of client money…… 7
11. Storage, retrieval and destruction of papers…… 7
12. Financial services and insurance distribution……... 8
13. Consumer contracts: cancellation rights for distance and off-premises retainers…… 8
14. Identity, anti-money laundering, sanctions, source of funds and confidentiality…… 9
15. Privacy and data protection…… 11
16. Communication between you and our firm…… 13
17. Electronic communications and cyber risk…….. 13
18. Use of Artificial Intelligence…… 14
19. Outsourcing and third-party providers…… 14
20. Joint instructions…… 15
21. Termination of the retainer…… 15

22. Limited companies and other entities…….. 16
23. Tax, financial and commercial advice…….. 16
24. Complaints…… 16
25. Acceptance…… 16

1. Our aim

Scott Richards Solicitors aims to provide our clients with high quality legal advice and representation, with a personal service, at a fair and reasonable cost.

2. Hours of business

The normal office hours are 9.00 am to 5.00 pm on weekdays. Appointments may be arranged outside those hours where necessary.

3. The person responsible for the work

The person dealing with your matter is referred to as the fee earner. We will try to avoid changing the fee earner with day-to-day conduct of your matter, but if that becomes necessary, you will be informed promptly together with the reason for the change.

4. Charges and expenses

4.1 Basis of charging

Unless otherwise agreed in writing, charges are calculated principally by reference to the time actually spent on the matter. This may include:

- meetings with you and others;
- reading, considering, preparing and working on papers and electronic documents;
- telephone calls, emails, letters and text messages;
- preparation of costs estimates, schedules and bills;
- attendance at court, conferences and meetings;
- time spent necessarily travelling away from the office; and
- supervision, compliance and administrative work reasonably necessary for the proper conduct of the matter.

From time to time, some work may be carried out by persons not directly employed by Scott Richards Solicitors. If so, that work will be charged at the hourly rate that would have applied if the work had been carried out internally, unless otherwise agreed.

Routine letters, emails and telephone calls are charged at one-tenth of the applicable hourly rate. Other communications and attendances are charged on a time spent basis.

4.2 Current hourly rates

The current hourly rates are:

Fee earner category	**Hourly rate**
Category A fee earners (solicitors and legal executives with over 8 years' experience)	£315.00
Category B fee earners (solicitors and legal executives with over 4 years' experience)	£275.00

Category C fee earners (other solicitors, legal executives or fee earners of equivalent experience)	£245.00
Category D fee earners (trainees, paralegals and other fee earners)	£215.00

Specialist work, including but not limited to Trusts, specific court work and enfranchisement work, is charged at £395.00 per hour.

VAT will be added at the rate applicable at the relevant time.

4.3 Review of rates

Hourly rates are reviewed periodically, usually with effect from 1 January each year, to reflect increases in overheads and inflation. If a rate review takes place before your matter is concluded, you will be informed before the revised rate takes effect.

4.4 Other charging factors

In addition to time spent, account may be taken of other factors, including:

- the complexity of the issues;
- the urgency of the work;
- the need to work outside normal office hours;
- the level of responsibility involved;
- any specialist knowledge or expertise required; and
- the value of any property, estate, transaction, claim or financial benefit involved.

Where appropriate, a charge reflecting these factors may be made. If such an uplift or value element is to be applied, this will be explained to you.

In property transactions, estate administration, or matters involving significant financial value or benefit to a client, our fees may reflect factors such as the property price, the size of the estate, or the value of the financial benefit achieved. While it is not always possible to predict how these factors will apply in advance, the rates we have quoted are expected to take them into account based on the information currently available. If any increase to our rates, or any value-based element, becomes necessary, we will explain this to you beforehand.

4.5 Disbursements and expenses

In addition to legal fees, you are responsible for disbursements and other expenses properly incurred on your behalf, including for example:

- court fees;
- Land Registry fees;
- Probate Registry fees;
- search fees;
- expert fees;
- barristers' fees;
- agents' fees;
- process server fees; and

- identity verification and compliance check fees.

We are under no obligation to make any payment on your behalf unless you have first provided sufficient cleared funds for that purpose.

VAT will be charged on disbursements where applicable.

By instructing Scott Richards Solicitors, you authorise us to incur and pay such disbursements and expenses as are reasonably necessary for the conduct of the matter.

4.6 Aborted or incomplete matters
If a matter does not proceed to completion, we will still be entitled to charge you for work done and expenses incurred up to the date the matter ends.

4.7 Mileage
Travel by car is charged at 55 pence per mile plus VAT.

5. Estimates and information about costs
Any estimate of likely fees is an estimate only and not a fixed quotation unless expressly stated otherwise in writing.

We will provide updates on costs at appropriate stages and will notify you of any significant change in the anticipated level of costs.

6. Payment arrangements
6.1 Property transactions
In property transactions, a bill will normally be sent following exchange of contracts. On a purchase, payment is required before completion. On a sale, payment is required on completion. If sufficient funds are available on completion, and a bill has been delivered, Scott Richards Solicitors is authorised to deduct fees, disbursements and expenses from monies held on your behalf.

6.2 Administration of estates
In estate administrations, interim bills will normally be rendered at appropriate stages, usually beginning when the application for the grant is being dealt with. The final account will usually be prepared when the estate accounts are ready for approval.

6.3 Other matters
It is normal practice to ask clients to pay interim bills and sums of money from time-to-time on account of the charges and expenses which are expected in the following weeks or months. We find that this helps clients in budgeting for costs, as well as keeping them informed of the legal expenses which are being incurred. If such requests are not met with prompt payment, delay in the progress of a case may result. In the unlikely event of any bill or request for payment not being met, we reserve the right to stop acting for you further.

6.4 Payment terms
Payment is due upon delivery of the bill.

If any bill remains unpaid for more than 28 days, interest may be charged on the outstanding amount on a daily basis at 8% per annum from the date of the bill.

6.5 Method of payment

We accept payment by:

- major debit cards; and
- electronic bank transfer to the firm's notified account.

We do not accept payment by credit card or charge card, including American Express and Diners Club, and do not normally accept cash.

Monies due from Scott Richards Solicitors to you will ordinarily be paid by bank transfer and will not be made payable to a third party.

6.6 Payments into and out of client account

We may refuse to accept any payment into or out of our client account unless satisfied as to:

- the identity of the payer or payee;
- that person's connection with the matter;
- the purpose of the payment;
- the source and destination of the funds; and
- the legitimacy of the funds and the proposed transaction.

We may require funds to be sent from an account in the client's own name or, where funds are being provided by a third party, from an account in that third party's name.

We may decline to accept funds from joint accounts, overseas accounts, payment platforms, virtual asset service providers or any other source or route which gives rise to concern or requires further investigation.

We may also refuse to make payments to third parties unless satisfied that such payment is proper, connected to the underlying legal work, and compliant with the firm's legal and regulatory obligations.

We will not permit our client account to be used as a banking facility. Money will only be received, held or paid out where there is a proper connection with the legal services being provided by the firm or where otherwise permitted by the SRA Accounts Rules. The firm may refuse to receive, hold or transmit funds where it considers that:

- there is insufficient connection to the legal retainer;
- funds are being passed through client account without proper justification;
- the proposed arrangement would place the firm in breach of the SRA Accounts Rules or other legal or regulatory requirements; or
- the proposed use of client account gives rise to legal, regulatory, reputational or financial crime risk.

If monies are received without satisfactory supporting information, we may return them, retain them while further enquiries are undertaken, or take any other step required to comply with legal and regulatory obligations.

7. Other parties' charges and expenses

In some cases, and transactions, a client may be entitled to payment of costs by some other person. It is important that you understand that in such circumstances, the other person may not be required to pay all the charges and expenses which you incur with us. You have to pay our charges and expenses in the first place and any amounts which can be recovered will be a contribution towards them. If the other party is in receipt of Legal Aid, no costs are likely to be recovered. Furthermore, the other party may not be in a position to make any payment towards your costs if their financial position does not allow them to do so. In such circumstances, you will be responsible for the entirety of our costs.

If you are successful and a court orders another party to pay some, or all, of your charges and expenses, interest can be claimed on them 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 retain the balance of that interest.

You will also be responsible for paying our charges and expenses in seeking to recover any unpaid costs, disbursements and rechargeable expenses that the court orders the other party to pay to you.

If you are unsuccessful in a court case, you may be ordered to pay the other party's legal costs, disbursements or rechargeable expenses. That money will be payable in addition to our charges and expenses. Arrangements can be made to take out insurance to cover liability for such legal expenses. Please discuss this with us if you are interested in this possibility.

8. Security for costs: lien and charging rights

We are entitled to retain money, papers, and other property belonging to you which properly come into our possession until outstanding fees and expenses have been paid. This is known as a general lien. We are not entitled to sell property held under a lien, but we are entitled to hold property, other than money, even if the value of it greatly exceeds the amount due to us in respect of costs.

In contentious matters, we may also have additional rights over property recovered or preserved for you, whether it is in our possession or not, and in respect of all costs incurred, whether billed or unbilled. Where appropriate, we may apply to the court for a charging order in respect of costs.

9. Service standards and your responsibilities

9.1 Service standards

We aim to:

- keep you informed of progress at appropriate intervals;
- communicate in plain and understandable language;
- explain the legal work required as the matter progresses;
- provide updates on costs;
- review whether the likely outcome continues to justify the likely costs and risks associated with your matter whenever there is a material change in circumstances or where relevant;
- provide information about likely timescales and notify you of significant changes; and
- keep under review whether there are alternative methods of funding the matter.

9.2 Your responsibilities
To assist us in providing an efficient service, you must:

- provide clear, accurate and timely instructions;
- provide all information and documents reasonably requested in a timely manner;
- respond promptly to requests for approval, information or payment;
- tell the firm immediately about any change in contact details or relevant circumstances; and
- preserve any documents and material which may be relevant to the matter.

Delays caused by you in providing instructions, information, documents or monies on account may affect the progress of the matter and may increase costs.

10. Interest on client money
Any money received on your behalf will be held in our client account in accordance with the SRA Accounts Rules.

Where we hold client money for you, we will pay a fair sum of interest on it where required to do so under the SRA Accounts Rules. Interest will normally be calculated by reference to the rate payable on Barclays Bank's client account, or such other rate as may from time to time apply to the firm's client account arrangements.

Interest will normally be calculated from the date on which cleared funds are received into our client account until the date on which the money is paid out from that account.

No interest will be paid:

- if the total amount of interest calculated is **£100 or less**; or
- if the money is held for **10 days or less**.

This reflects the administrative cost of calculating and accounting for interest, and the fact that client money is usually held only for short periods in connection with the underlying legal work.

In property transactions, mortgage advance monies are often requested to arrive in our client account on the working day before completion so that cleared funds are available in time. You should be aware that your lender may begin charging interest from the date the advance is released, even though completion takes place later.

We do not charge interest on unbilled fees or accrued time while a matter is ongoing, even where the nature of the work means that billing may be delayed. This is part of our general approach to fairness and transparency in relation to charges and client money. By instructing us, you agree to this policy.

11. Storage, retrieval and destruction of papers
After your matter has ended, we may keep your file and papers for a reasonable period in accordance with its file retention arrangements.

We are entitled to retain all papers and documents while any money remains owing for fees or expenses.

If you are asked to collect any papers and do not do so within a reasonable time, we may destroy them or make a charge for storing them.

We will not destroy original documents held in safe custody, such as wills, deeds and other securities. No charge will be made for storing those documents unless you are first given written notice of the charge and the date from which it will apply.

If papers or documents are retrieved from storage in connection with continuing or new instructions, no charge will normally be made for retrieval alone. However, where stored papers or documents are produced to you or to another person at your request for reasons unconnected with continuing or new instructions, the firm may charge:

- an administration fee of £35.00 plus VAT for retrieving and producing those papers or documents; and
- any additional time spent reading, reviewing, copying, corresponding or otherwise dealing with them.

12. Financial services and insurance distribution

If, while we are acting for you, you need advice on investments, we may need to refer you to a person or firm authorised by the Financial Conduct Authority, as we are not authorised by the Financial Conduct Authority to provide investment advice. As we are regulated by the Solicitors Regulation Authority, we may be able to provide certain limited investment services where these are closely linked and incidental to the legal work we are carrying out for you.

We are not authorised by the Financial Conduct Authority. We are, however, included on the Financial Services Register maintained by the Financial Conduct Authority so that we can carry on insurance distribution activities, which broadly include advising on, arranging and assisting in the administration and performance of insurance contracts. These activities, including arrangements for complaints or redress if something goes wrong, are regulated by the Solicitors Regulation Authority. The Financial Services Register can be accessed at www.fca.org.uk/register.

If we refer you to an authorised financial adviser, that adviser will usually be instructed by you directly under separate terms and may charge separate fees for their services.

13. Consumer contracts: cancellation rights for distance and off-premises retainers

If you are a consumer and your contract with us is made either without a face-to-face meeting (for example, by email, telephone or post) or at a meeting held away from our usual business premises, you have the right to cancel your contract with us within 14 days beginning on the day after the contract is entered into.

To exercise your right to cancel, you must inform us of your decision by a clear written statement. You may do so by writing to Scott Richards Solicitors at Newfoundland House, 4 Regent Street, Teignmouth, Devon, TQ14 8SL or by email to law@scottrichards.co.uk.

It is usually in your interests for work to begin as soon as possible. If you sign and return the client care letter, you will be treated as expressly requesting that we begin work on your matter immediately, even if this is within the 14-day cancellation period. If you then cancel within that

period, we will be entitled to charge for work done and for any disbursements or expenses properly incurred up to the date on which notice of cancellation is received.

You will only lose your right to cancel once our services have been fully performed, provided that you have agreed to us starting work during the cancellation period and acknowledged that your right to cancel will then be lost.

If you end your instructions after the expiry of the cancellation period, or where no statutory right to cancel applies, we will be entitled to charge for all work done and for any disbursements or expenses incurred in accordance with these terms of business.

Any right of ours to retain papers or documents pending payment of outstanding fees, disbursements or expenses is dealt with elsewhere in these terms of business.

14. Identity, anti-money laundering, sanctions, source of funds and confidentiality

14.1 Compliance obligations

We are required to comply with legislation, regulation and professional obligations concerning:

- anti-money laundering;
- terrorist financing;
- financial sanctions;
- fraud prevention; and
- related financial crime matters.

To enable us to do so, we may at any time before or during the retainer require you, and where relevant, any third party connected with the matter, to provide such information and documents as we reasonably consider necessary.

14.2 Information and documents that may be required

This may include information and evidence concerning:

- identity and address;
- beneficial ownership, ownership structures and control;
- the authority of any person instructing on behalf of another person or entity;
- the nature and purpose of the transaction or retainer;
- the source of funds for any payment, transaction or asset;
- the source of wealth, where appropriate on a risk-based basis;
- gifts, loans, inheritances, trust distributions, company funds or any other third-party contributions;
- the identity of any person or entity providing funds or assets, directly or indirectly;
- the reason for any unusual payment route, account structure or transaction pattern; and
- any other information necessary to enable the firm to comply with its legal and regulatory obligations and risk management procedures.

We may require original documents, certified copies, bank statements, completion statements, trust documents, grant papers, loan documents, company records, tax records or other supporting material.

14.3 Electronic checks, third-party tools and ongoing monitoring

We may carry out ID verification, electronic screening and ongoing monitoring checks, including checks relating to:

- identity;
- anti-money laundering;
- politically exposed persons;
- sanctions;
- fraud prevention; and
- adverse media.

These checks may be carried out using third-party electronic databases, screening platforms and verification providers. The cost of such checks will be charged to you, as set out in your client care letter.

You acknowledge that completion of such checks, and any follow-up enquiries arising from them, may cause delay. We will not be responsible for delay arising from compliance steps reasonably undertaken to satisfy legal or regulatory requirements or our risk management procedures.

Such checks may leave a soft footprint on your credit file, which does not affect credit scoring.

14.4 Ongoing duty to provide information

You must provide the information and documents requested promptly and, in a form, satisfactory to us. We may request further or updated information at any stage of the matter if circumstances change, if new information comes to light, if funds are to be received from a new source, or if additional enquiries are required on a risk-based basis.

14.5 Third-party funds and assets

If funds or assets are being provided by a third party, we may require information and documents from that third party before agreeing to receive or deal with those funds or assets. We will not normally accept monies from, or remit monies to, a third party unless satisfied as to that person's identity, relationship to the matter, and the source and legitimacy of the funds.

14.6 Consequences of non-compliance

We may:

- refuse to accept or transfer funds;
- delay or suspend work;
- decline to exchange contracts or complete a transaction; or
- cease acting for you,

if satisfactory information or documents are not provided promptly, or if we are not satisfied that we can comply with our legal and regulatory obligations.

14.7 Confidentiality and disclosure obligations

We are under a professional and legal duty to keep the affairs of our clients confidential. That duty is subject to statutory and regulatory exceptions.

In particular, legislation concerning money laundering, terrorist financing, sanctions and related matters may require us to make disclosures to the National Crime Agency, HM Treasury, law enforcement bodies, courts, regulators or other competent authorities. If we

make, or are considering making, such a disclosure, we may be prohibited by law from informing you that we have done so or explaining the reasons for any delay, refusal, suspension of work or termination of the retainer. The law may prohibit such information being given because of restrictions on tipping off and related offences.

We may also disclose confidential information where required or permitted by law, regulation, court order, the SRA, the Legal Ombudsman, any competent supervisory, regulatory, enforcement or governmental authority, our professional indemnity insurers, auditors, external quality assessors, accredited service providers or other persons engaged to assist in the delivery, supervision or administration of legal services, provided appropriate confidentiality arrangements are maintained where required.

14.8 Litigation disclosure
In order to comply with court and tribunal rules, all documentation relevant to any issues in litigation, however potentially damaging to your case, must be preserved and may be required to be made available to the other side. This aspect of proceedings is known as 'disclosure'. Subject to this, we will not reveal confidential information about your case except as provided by these terms of business and where, for example, your opponent is ordered to pay your costs, we have to meet obligations to reveal details of the case to them and to the court.

15. Privacy and data protection
We, Scott Richards Solicitors, are a partnership and are a controller for the purposes of the UK GDPR and the Data Protection Act 2018.

15.1 How personal data is used
We process personal data for the following purposes:

- to provide legal services;
- to perform a contract with you, or to take steps at your request before entering into a contract;
- to comply with legal and regulatory obligations to which we are subject;
- to establish, exercise or defend legal claims;
- to administer and manage our practice, finances, risk management and compliance procedures;
- to carry out client due diligence, identity verification, anti-money laundering, sanctions screening and fraud prevention checks; and
- to pursue our legitimate interests in managing, operating and developing our business, provided those interests are not overridden by your interests, rights and freedoms.

Where we rely on your consent to process personal data, that consent may be withdrawn at any time by contacting the Operations Manager, Hayley-Jane Smithurst. Withdrawal of consent does not affect the lawfulness of any processing carried out before consent was withdrawn.

15.2 Disclosure of personal data
In connection with the provision of legal services, the conduct of your matter, the administration of our business, and compliance with legal and regulatory obligations, we may disclose personal data where necessary to third parties, including:

- barristers, experts, professional advisers, agents and other persons instructed in connection with your matter;
- courts, tribunals, regulators, law enforcement agencies, government bodies and other public authorities;
- search providers, identity verification providers, anti-money laundering, sanctions screening and fraud prevention providers;
- lenders, insurers, brokers, estate agents, surveyors and other counterparties or professionals involved in the transaction or matter;
- process servers, tracing agents and enforcement agents;
- accountants, auditors, costs lawyers, file reviewers and other outsourced service providers; and
- any other person where disclosure is necessary for the provision of legal services, the establishment, exercise or defence of legal claims, or is otherwise required or permitted by law or regulation.

15.3 International transfers

We do not normally transfer personal data outside the United Kingdom unless necessary for the matter, required by your instructions, or carried out through a service provider using safeguards recognised by UK data protection law.

15.4 Data protection rights

Under data protection law, you have certain rights in relation to your personal data. In certain circumstances, and subject to applicable exemptions, these include the right to request:

- access to personal data;
- rectification of inaccurate personal data;
- erasure of personal data;
- restriction of processing;
- to object to processing; and
- data portability.

Those rights are not absolute and may be limited by legal and regulatory obligations, including duties of confidentiality, legal professional privilege, statutory retention obligations and anti-money laundering requirements.

You must inform us promptly if any personal data you have provided is inaccurate or becomes out of date.

15.5 Data used for anti-money laundering and financial crime checks

We will receive and process personal data, including identity documents and financial information, for the purposes of preventing money laundering, terrorist financing, sanctions breaches, fraud and other financial crime, and to comply with legal and regulatory obligations.

Such processing may include electronic verification, screening and ongoing monitoring. Personal data obtained for these purposes may be shared with identity verification agencies, credit reference agencies, fraud prevention agencies, screening providers and competent authorities where permitted or required by law.

Where the law restricts the information that may be given to the client about such processing, reports or disclosures, those restrictions will apply.

15.6 Personal data relating to others
If you provide personal data about any other person, you confirm that you are entitled to disclose that data to us and that any necessary steps have been taken to enable us to process it for the purposes of the matter.

15.7 Data protection contacts
We, Scott Richards Solicitors, have appointed a Data Protection Supervisor. The Data Protection Supervisor is Jamie Dyson, supported by the Operations Manager, Hayley-Jane Smithurst. Queries about the way in which personal data is processed should be directed to Hayley-Jane Smithurst.

16. Communication between you and our firm
We aim to communicate with you by the method you reasonably prefer, where practicable.

Unless you request otherwise, we may communicate with you and with others involved in the matter by email or other electronic means.

You should be aware that electronic communications are not completely secure and may be intercepted, delayed, corrupted, lost or altered. While we take reasonable precautions, we cannot guarantee the security of communications sent by electronic means.

We will take reasonable steps to protect our systems and may virus-check emails and attachments. We recommend that you should do likewise.

If you have indicated a wish to receive legal updates, newsletters or information about our services, we may send such information until you opt out. You may opt out at any time by contacting the firm.

17. Electronic communications and cyber risk
You must be alert to the risk of cybercrime, including email interception and payment diversion fraud.

Our bank account details will not change during the course of a matter. If you receive any email or other communication purporting to come from us which states that our bank details have changed, or requests that money be sent to a different account, you must not send any funds until you have verified those instructions by telephoning your usual contact at Scott Richards Solicitors, or another appropriate member of our firm, using a telephone number obtained from a trusted independent source or from previous genuine correspondence, and not from the communication in question.

We will not be liable for loss arising from your transfer of funds in reliance on fraudulent payment instructions purporting to have been sent by us where you have failed to comply with the verification procedure set out above, except to the extent that such loss is caused by our negligence, fraud, wilful default, or any other liability which cannot lawfully be excluded or limited.

Nothing in these Terms of Business excludes or limits liability for fraud, death or personal injury caused by negligence, or any other liability which cannot lawfully be excluded or limited.

18. Use of Artificial Intelligence (AI)

18.1 Our use of AI

We may use artificial intelligence systems to assist with the delivery of legal services and the running of our business. This may include using such systems to help with drafting, summarising documents, reviewing information, transcription, research support and administrative tasks. Any artificial intelligence systems we use are not publicly available and are specifically designed for law firms.

Any such system is used only as a support tool. We will continue to apply human oversight and professional judgment to the work carried out for you and will remain responsible for the advice and services provided.

Where we use artificial intelligence in connection with your matter, we will take reasonable steps to protect confidential information and personal data and to ensure that appropriate safeguards are in place.

We will not use artificial intelligence to make solely automated decisions about you that have legal or similarly significant effects, unless this is lawful and you have been appropriately informed.

If you wish to discuss the use of artificial intelligence in relation to your matter, please contact the person handling your matter. Any reasonable request to limit such use will be considered, but we reserve the right to choose the systems and methods we use to provide our services.

18.2 Your use of AI

You must not enter, upload, reproduce or summarise any legal advice, correspondence, document, evidence, personal data or other information relating to your matter in any publicly available artificial intelligence system. This includes uploading documents, screenshots, recordings or extracts from them.

Using a publicly available artificial intelligence system may disclose confidential or personal information to a third party, breach obligations owed to others, and waive or otherwise prejudice legal professional privilege. The system provider may also retain, reuse or process the information in accordance with its own terms. Any output produced may be inaccurate or incomplete. Where litigation or an investigation is contemplated or underway, relevant prompts, inputs and outputs may also need to be preserved and disclosed.

19. Outsourcing and third-party providers

In providing legal services, we may use carefully selected third-party providers, agents or consultants, including for:

- document production;
- dictation and transcription;
- storage;
- legal research;

- file review;
- due diligence;
- identity verification;
- costs support;
- IT and cyber security services; and
- other administrative or specialist support.

Where this occurs, information from your file may be made available to those providers to the extent reasonably necessary for the purpose for which they are engaged. We will require such providers to maintain appropriate standards of confidentiality, data protection and information security.

20. Joint instructions
Where we act for two or more clients jointly, we may accept instructions from any one of those clients unless otherwise agreed in writing.

Where we act for joint clients, information material to the matter will normally be shared with all of them. We do not ordinarily accept instructions from one joint client to withhold material information from another joint client.

If a conflict of interest arises between joint clients, we may have to stop acting for all of them.

21. Termination of the retainer
You may terminate your instructions to us at any time by notice in writing.

If you terminate your instructions, you remain liable for:
- fees, disbursements and expenses incurred up to the date of termination; and
- any additional costs properly incurred after termination to bring the matter to an orderly conclusion or to comply with legal, regulatory or professional obligations.

We may stop acting for you and terminate the retainer on reasonable notice in writing.

Examples include, but are not limited to, the following:
- failure to pay bills or monies on account promptly;
- failure to provide instructions, information or documents reasonably required;
- a breakdown in trust and confidence;
- a conflict of interest;
- legal or regulatory reasons preventing the firm from acting;
- failure to satisfy anti-money laundering, sanctions or other compliance requirements; or
- any other proper reason.

We may also suspend work or terminate the retainer where, in our judgment, the matter presents an unacceptable:
- legal risk;
- regulatory risk;
- compliance risk;
- reputational risk; or

- commercial risk,

or where the matter falls outside our internal risk management policies or risk appetite. Where necessary, we may suspend work immediately, without prior notice, while compliance enquiries are undertaken or while awaiting information, documents or payment.

If we cease to act, we may retain papers, documents and funds to the extent permitted by law and regulation, including where money is owed or retention is required for compliance purposes.

22. Limited companies and other entities

When accepting instructions from a limited company or other entity, we may require a director, shareholder, member, partner or other controller to provide a personal guarantee for our fees and expenses.

If such a request is refused, we may decline to act or may stop acting and require immediate payment of fees and expenses already incurred.

23. Tax, financial and commercial advice

Any work that we do for you may involve tax implications or necessitate the consideration of tax planning strategies. We may not be qualified to advise you on the tax implications of a transaction that you instruct us to carry out, or the likelihood of them arising. If you have any concerns in this respect, please raise them with us immediately. If we can undertake the research necessary to resolve the issue, we will do so and advise you accordingly. If we cannot, we may be able to identify a source of assistance for you.

24. Complaints

We are committed to providing a high standard of service and hope that you will be pleased with the work we do for you. Should there be any aspect of our service with which you are unhappy, please notify us as soon as possible.

A copy of our complaints procedure will be supplied with the client care letter or on request. The complaints procedure explains how a complaint may be made and the timescales within which we will respond.

Information about any right to complain to the Legal Ombudsman or to the Solicitors Regulation Authority, where applicable, will be provided in the complaints procedure.

25. Acceptance

Your continuing instructions will amount to acceptance of these Terms of Business. We, Scott Richards Solicitors, may nevertheless require the client care letter or other engagement documentation to be signed and returned before work begins or continues.