

Terms of Business

1. Terms of Business

These terms of business apply to all services provided by Cox & Key LLP (we/us) to our client (you).

2. Instructions

Before we agree to act for you we will ask for information to help us comply with money laundering and other appropriate legislation. We will request evidence of your identity and of your address and will access consumer and/or company information databases to verify the information supplied (where our client is a corporate body this will apply in respect of its officers and members too). Once we have established that we can accept instructions we will agree with you how to proceed.

Before accepting instructions on any matter we will request information to undertake a conflict of interest check.

In appropriate cases, we will ask you for your bank account details. We will need to verify those details and any changes to those details that are notified to us.

3. Services

We will confirm the name and status of the person who has the day-to-day conduct of the matter. Depending on the expertise required we may introduce colleagues to work on a matter.

We will exercise reasonable skill and care in the performance of our obligations to you. The progress of the matter may be dependent on co-operation from other parties. You will need to provide us with clear and timely instructions.

We advise on English law. We may be able to assist by providing you with names of legal contacts in other jurisdictions. We do not offer investment advice. We will not advise on any planning implications or tax implications arising in relation to any matter unless we agree in writing to do so.

We will communicate primarily by e-mail unless you request otherwise but may use fax and post at our discretion.

4. Our fees

We will discuss with you at an early stage the costs likely to be associated with a matter. In calculating our fees account may be taken of various factors including the complexity of the matter, the specialised knowledge and responsibility involved, the nature of the transaction and its importance to you.

We charge for time spent in meetings with you and others, travelling, considering, preparing and working on papers, correspondence, making and receiving telephone calls, and all other time spent dealing with a matter. Our fees reflect the value we are able to add and the time spent on a particular matter.

We record all time spent on a matter in 6 minute units rounded up to the nearest unit. We will invoice in addition to our own fees all disbursements which we pay on your behalf (such as court fees and search fees) and all costs we incur in providing our services (such as travelling costs and photocopying at our standard rates). VAT (if applicable) will be payable in addition. You will be responsible for paying all fees charged by any expert or other third party that we instruct on your behalf in relation to the matter.

If we agree to our fees being calculated by hourly rates, those rates are set out in our Fees and Contact Information. We review our hourly rates in May each year and any change in rates will apply once we have notified you of the change.

We submit invoices regularly and payment is due on presentation of invoice.

We may deduct from our invoice any monies we hold on your behalf. We may request money on account of the fees and disbursements/ expenses.

We reserve the right to charge interest at the rate of 4% above the base lending rate of Barclays Bank plc on any amounts not received by us on their due date.

5. Third parties

You are responsible for paying our invoices even if a third party has agreed to pay the fees by way of insurance or otherwise. Where we accept instructions from more than one person in relation to the same matter, liability for our fees will be on a joint and several basis and you authorise us to accept instructions from any one of those persons.

The advice we give is confidential and is only to be used for the purpose for which it was prepared. Our advice must not be passed on to others or copied without our consent. No third party rights are created in respect of the services we provide to you, under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

6. Exclusions and Limitations on Liability

Our liability in contract or tort or under statute or otherwise for any loss or damage suffered by you arising from or in connection with the matter and/or the services provided by us, however the loss or damage is caused (including our negligence but not fraud or deliberate breach of duty by us) shall be limited in all circumstances to the maximum sum of £3,000,000.

We shall have no liability, in contract or tort (including negligence) or under statute or otherwise, for any loss of profit, loss of business, loss of goodwill, failure to achieve anticipated savings or for any indirect or consequential loss.

We shall have no liability for any delay or failure in providing our services where this is caused by events or circumstances beyond our reasonable control.

Where we and/or other persons are responsible for any loss suffered by you, our liability for that loss will be limited to a fair proportion of your loss calculated by reference to the extent of our responsibility.

Nothing contained in these terms shall exclude or limit our liability in respect of death or personal injury resulting from our negligence or for any other liability that cannot be excluded as a matter of law.

None of our Members, Partners, Directors, Associate Directors, Consultants, Solicitors, employees or agents shall assume or have any personal liability to you in respect of any services provided by us. You shall not bring any claim of any nature or howsoever arising against any of our Members, Partners, Directors, Associate Directors, Consultants, Solicitors, employees or agents.

7. Client satisfaction

We are committed to providing outstanding client service. Any concerns about our service should be raised in the first instance with the person dealing with the matter or the person with responsibility for the matter. If the issue is not resolved you are invited to write to Adrian Cox, who will work to resolve problems in connection with the provision of our services.

We have a complaints procedure, a copy of which is available on request. If you are not satisfied that we have resolved your complaint, you may have the right to complain to the Legal Ombudsman at the conclusion of our complaint process (the address is PO Box 6806, Wolverhampton WV1 9WJ, telephone 0300 555 0333, website www.legalombudsman.org.uk). Normally you have to bring a complaint to the Ombudsman within 6 months of receiving our final written response about your complaint. The Ombudsman service is not for use by businesses or most other organisations. Consumers may also refer to the Consumer Online Dispute Resolution Platform at <http://ec.europa.eu/consumers/odr/>.

You have a right to complain about your bill and you may also be able to object to your bill by applying to a court for an assessment of the bill under Part III of the Solicitors' Act 1974.

8. Termination

You may terminate our instructions in respect of a matter by giving reasonable notice in writing at any time.

We may terminate our instructions in respect of a matter by giving reasonable notice in writing where a good reason exists, for example, if you do not pay an interim invoice, or comply with our request for payment on account, or if you do not provide us with instructions or information requested or a conflict of interest arises.

We may also terminate our instructions if we are required by law to disclose information to any regulatory body or any other statutory authority. In an appropriate matter we may take steps to have our name removed from the court record. If either you or we decide that we will no longer act, you will pay our fees up to the date our instructions are terminated.

Interest will accrue at the rate payable by our bank on instant access deposits. This may be less than the rate at which you could have invested the money yourself.

9. Documents

We operate electronic file management systems and are aiming for a paperless office environment. We will retain electronic versions of letters and other documents but not the paper copy except in the case of signed agreements, deeds and the like. To enable this, you transfer to us all rights of ownership that you have in all letters and draft documents that we receive. We will be able to provide you with an electronic copy of such items or a print of that copy on request.

If we are requested to retrieve documents or other items from storage we will not normally charge a fee for such retrieval although we reserve the right to do so. We may retain all documents in connection with any matter until all our fees have been paid in respect of all matters on which we are instructed by you.

You authorise us to destroy all documents and records relating to your matters at any time after the sixth anniversary of the date of our final invoice or such later date, if any, that is required by law for specific documents. Our policy is to retain our files for periods between 7 and 20 years, depending on the type of work involved.

We retain the copyright in any document created by us and we may use any such documents in the future subject to taking appropriate steps to protect your confidentiality.

10. Data Protection

We will comply with all applicable rules on data protection. Our Privacy Statement is set out at <http://www.coxandkey.com/wp-content/uploads/2019/06/Privacy-Policy.pdf>. We will send you a copy by email or post on request.

11. Financial Services

We are not authorised by the Financial Conduct Authority (FCA). However, we are included on the register maintained by the FCA 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 (SRA). The register can be accessed via the FCA website at www.fca.org.uk/firms/financial-services-register.

The Law Society is a designated professional body for the purposes of the Financial Services and Markets Act 2000 (as amended) but responsibility for regulation and complaints handling has been separated from the Law Society's representative functions. The SRA is the independent regulatory body of the Law Society - we are regulated by it - and the Legal Ombudsman is the independent complaints handling body of the Law Society.

12. Client confidentiality

All information provided to us by you is treated as confidential and will not be released to any third party without your authority, save where required by law.

You confirm that we may publicise the fact that we act for you and any non-confidential details of the matters we work on for you. You consent, unless we are informed in writing to the contrary, to your files being externally audited on a random basis by our accountants and/or by external practice consultants.

In certain circumstances we may be required by law to make a disclosure to the National Crime Agency. If this arises, we may not be able to tell you that a disclosure has been made and we may have to stop working on your matter for a period of time and may not be able to tell you why.

13. Governing law and jurisdiction

The terms of our engagement shall be governed by and construed in accordance with the law of England and Wales. Any dispute shall be subject to the exclusive jurisdiction of the English courts.

14. Agreement

The receipt of instructions or further instructions from you confirms your acceptance.

September 2022