

These terms of business ("Terms") apply to all work done by PDT Solicitors LLP trading as "PDT Solicitors" ("we", "us", "our", "the firm") for the client to whom the accompanying Engagement Letter is addressed ("you", "your", "client"). These are the Terms of Business referred to in that letter. If there is any conflict between these Terms of Business and the Engagement Letter, the Engagement Letter will prevail. You will be considered to have accepted these Terms and the Engagement Letter if we advise you or if we do work for you after you have received them. References in these Terms to our Engagement Letter shall include any Scope of Work and Fee Proposal sent to you.

Our Aim

In all our dealings with clients we aim to provide a high quality of service.

Our Relationship with you

Our advice is provided solely to you, as client. Without our prior written consent, our advice may not be used for any purpose other than the one for which it was given. You may not disclose our advice to any person other than those who normally have access to your records and papers, such as your employees, agents and other professional advisers. You may not quote or refer to us or our advice in any public document or communication without our consent. Our duty of care is to you and not to any third parties. No third parties (unless we specifically agree) shall have the right to rely on or enforce any term of our agreement with you under the Contract (Rights of Third Parties) Act 1999 or otherwise.

We may act for and provide advice to more than one person or organisation jointly in relation to the same matter. In such a case, we are acting for all of you, collectively. We may sometimes need to take instructions from one of you on behalf of the others, for example, because it is more convenient for one of you to deal with us, or because the matter needs to be dealt with quickly. You authorise us to do this without needing to confirm them with all of you.

Scope of our Advice

The scope of our advice is set out in the Engagement Letter. We do not normally give advice on taxation or accountancy matters. Accordingly, we have no responsibility for the effectiveness of tax advice on any matter nor for the taxation consequences of any tax advice that we give. If we believe that you require such advice, we shall advise you to seek it from suitably qualified professionals. Similarly, we can only advise on the law in England and Wales and not in any other jurisdiction and, if you require advice on the law of any other jurisdiction then we may, with your permission, seek advice from a suitably qualified legal adviser in the relevant jurisdiction.

Our Charges

Details of our charges are set out in the Engagement Letter. We may charge you on a fixed-fee basis or on a time basis. In the latter case, we record time in six-minute units. Where we estimate the fees payable, this will primarily be based on the time required to do the work. However, in complex, difficult or urgent matters an uplift may be added to reflect the circumstances. In the case of fixed charges, these are generally given subject to certain conditions, set out in the Engagement Letter, and may be revised if these conditions change. In the case of estimates, we reserve the right to change or amend the estimate at any time while we are carrying the work out for you. We will, however, notify you beforehand (except in a case of urgency) if we need to revise our estimate upwards.

Third Party Guarantees

Where we are acting for a corporate client, we may, as a condition to our providing legal services, require one or all of the directors or shareholders to guarantee the payment of any sums due to us by the corporate client by executing a personal guarantee. We may request this prior to commencing legal services or at any time during our engagement. If we receive notice of termination of any personal guarantee, we may suspend our engagement until we are satisfied that any sums due to us will be paid and we may terminate our engagement by notice in writing.

Please note that if a third party has agreed to be responsible for settling some or all of our fees and disbursements and such third party fails to make a payment to us, you will remain primarily liable for settling any fees and disbursements due to us.

Recovery of Costs from a Third Party/Liability for Costs of Other Party

If you are unsuccessful in any matters involving court proceedings which we conduct on your behalf you will remain responsible for our costs but may also become responsible for the costs of the successful party. Such matters will be discussed with you prior to any work being commenced by our Litigation Department.

In the event that you are successful, it may be that you will be entitled to recover some of your costs from the other party. The entitlement will be dealt with by court order or in a settlement agreement. The actual amount of costs that can be recovered will be agreed by the parties in the settlement negotiations or decided by the court during an assessment of costs. However, you should be aware that it is unlikely that you will recover the full amount you have been billed by us, either on settlement or on assessment. You will remain fully responsible for any shortfall.

Conversely, if the other party is successful in this matter, or any aspect of it, they may be entitled to recover costs from you. Again, the actual amount of costs that can be recovered will be agreed by the



parties in the settlement negotiations or decided by the court during an assessment of costs.

You should note that some applications to court can result in orders for payment of costs within 14 days of the order ("pay as you go orders"). We will be happy to explain this further during the course of any proceedings where such an order may be made.

Interest On Unpaid Bills

We reserve the right to charge interest after the due date for payment of our invoice has passed. Interest will be charged at the rate of 3% above the base rate for the time being and from time to time of Barclays Bank plc or, if the amount is recovered following the issue of court proceedings, at the rate applicable on judgment debts.

Assistance with Costs and Conditional Fees

In appropriate cases we will discuss with you relevant funding arrangements in respect of matters in which we become involved. For example, we may consider whether you may be entitled to assistance (for example, by way of insurance) and whether this will cover liability for another party's costs if the matter concerned is, or is likely to be, litigated.

We will also discuss with you any agreement relating to conditional fees, entered into, or to be entered into, and explain its implications, if this has not already been done, including the extent to which charges may be recovered from another party to the proceedings and the circumstances in which you may become liable for costs. If the arrangement is unusual we may be obliged to suggest that you seek separate advice on the terms of any such conditional fee arrangement.

Bank failure

If our bankers should collapse, we are required to inform the Financial Services Compensation Scheme (FSCS) which clients have money held in relevant accounts and the amounts held. Your prior consent to such disclosure is required and by accepting these Terms you hereby consent to us making such disclosure of your details. Furthermore, we cannot be held liable for losses resulting from the collapse of our bankers.

Interest on client account

Where we hold money to your order, it shall be held in our general client account with Barclays Bank plc and we shall account to you for interest exceeding £20 earned on monies held by us for you for more than 7 days.

Lien and set-off

We reserve the right to retain funds, correspondence, documents, records and title deeds belonging to you which have come into our possession until all our fees and disbursements owed to us by you have been paid. We shall be entitled to set off any amounts owed to us against any funds we are holding on your behalf.

Limitation of Liability

The following should be read carefully as it limits the extent of our liability to you. Any such liability arising from or in connection with the services provided to you by us is the liability of PDT Solicitors LLP. Our partners, employees and contractors shall have no liability to you.

The liability of this firm (including that of its partners, employees or agents) for loss or damage caused by our negligence, breach of contract, misrepresentation or otherwise (but not in respect of fraud or fraudulent misrepresentation) shall not exceed the limit set out in the Engagement Letter for each single originating cause, which amount includes all legal and other costs which we may incur in defending any actions against us. This limitation of liability provision shall apply to each and every matter we handle for you unless otherwise agreed with you in writing.

You also agree to indemnify us and hold us harmless against all losses, damages or costs howsoever caused which we may suffer in acting for you in this engagement (including, without limitation, our compliance with our statutory obligations), subject to the limitation in liability set out in the preceding paragraph.

Conflict of interest

We are not allowed to act for you if there is a conflict between your interests and ours. For example, we normally cannot act for you if the other party in the transaction is a regular client of ours. If in the course of this engagement a conflict of interest arises, we will let you know as soon as we become aware of it and discuss with you the course of action required.

Money Laundering

We are required to comply with our statutory obligations under the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 ("the Money Laundering Regulations") to carry out certain checks in order to verify identity and the source of funds supplied by a client. We are also under a duty to report any suspicion that we have of money laundering and this duty may override our duty of client confidentiality. We shall not incur any liability to you for any loss you may suffer as a result of our compliance with these Regulations to include any delay in dealings with or concluding your matter. While this may seem excessive, we are required to take these precautions under the Money Laundering Regulations, and may not be able to act for you if we cannot comply with these Money Laundering Regulations.

Communication by e-mail

We generally communicate with and send documents to clients and any other parties by e-mail. You accept that the internet is not a secure medium and that electronic transmission of e-mail may become lost, delayed, intercepted, corrupted, delivered incomplete or fail to be delivered. We shall use our reasonable endeavours to

ensure that our e-mails are free from viruses and other obstructions and shall expect you to do the same. However, you should note that e-mail cannot be guaranteed to be secure, error-free or confidential and that we shall have no responsibility or liability for any error, omission, claim or loss arising from or in connection with any communication to you via email, in the absence of any bad faith or wilful default on our part.

Intellectual Property

All copyright and intellectual property rights in any work and materials that we develop or create for you shall be our property unless specifically agreed otherwise. You are, however, permitted to use any such materials for the purposes for which they were created.

Data Protection

As part of our engagement with you, we expect to receive personal data from you or from persons connected with your business. This could be personal data about you, people who work for or with your business, or third parties, including people at organisations you do business with or are in dispute with. We are required under the Data Protection Act 2018 (“DPA”) and the General Data Protection Regulation (EU 2016/679) (“GDPR”) (the GDPR and the DPA collectively, “**data protection law**”) to inform you about the uses to which we put your personal data.

We will comply with the data protection law in our own handling of personal data (including any personal data we obtain from third parties for your engagement), but will not be responsible for any action taken by the Information Commissioner (or any other data protection regulator), data subjects or other persons arising from any transfer of personal data to us by you (or its processing in order to fulfil your instructions) contrary to data protection law.

We may use third parties to process your personal data for us in order to obtain goods and services related to your engagement or appropriate for the running of our firm. We do not sell personal data to third parties for marketing or other commercial purposes.

Data protection law requires that all personal data kept by us is accurate and up-to-date, so please keep us informed of any changes to personal data, including email and mobile phone numbers, which you supply to us in connection with our engagement.

For full details of how we use personal data and your legal rights, please review our Privacy Notice, which is available on our website (<https://www.pdt.co.uk/privacy-notice/>), or contact our Data Protection Manager (dpm@pdt.co.uk).

We may receive and process personal data in relation to your matters either as a “data controller” or a “data processor”, as those terms are defined under data protection law.

Where we act as a data controller

PDT usually acts as a data controller in relation to personal data obtained and/or used for or in connection with your matters. This means that - subject of course to your instructions and our professional duties to you – we determine the means and purpose for which we process personal data when doing work for you.

Acting as a data controller, we may use personal data supplied by you and personal data about you and others connected with your business, or about other persons connected with our engagement, to enable us to perform our duties to you.

We may also offer you (or other persons connected with your business) the opportunity to receive e-mails from us with legal updates, details of forthcoming seminars, invitations to social events, and other material relating to the law and to services provided by us. Recipients can unsubscribe at any time.

We may also contact you or persons connected with your business by post from time to time to provide them with similar information. Individuals we provide this information to have a legal right to refuse to decline to receive this information from us and can do this by contacting the staff member currently assisting them with any matter or our Data Protection Manager (dpm@pdt.co.uk).

When we act as a data controller, data protection law requires us to have a valid legal basis for obtaining and using personal data, including the personal data you may supply to us from time to time. Where you supply us with personal data, you warrant that you have the legal right to share this with us and that you have, to the extent required by data protection law, given the relevant data subjects any privacy information required by law in order for us to receive and use the personal data for the purposes of our engagement. You also agree to indemnify us and hold us harmless against all losses, damages or costs howsoever caused which we may suffer as a result of your sharing personal data about any person with us in a manner contrary to data protection law, subject to the limitation of liability provisions set out earlier in these Terms.

Where we act as a data processor

In very limited circumstances, we may act as a “data processor” on behalf of you or a third party. This means that we are processing data strictly according to the instructions of a data controller (who determines the means and purposes for which we are using personal data).

Data protection law requires us to have a written contract with the data controller which governs these uses of personal data and for this to include certain mandatory terms.

Where we act as your data processor, these terms are set out in your Engagement Letter and scoping letters. The following additional terms shall also apply:

- we will process the personal data only on your documented instructions (including in relation to international organisations or non-EEA countries)

unless required to do so by European law or the law of any member state to which we are subject, in which case we'll inform you of that legal requirement before processing, unless prohibited from doing so on public interest grounds;

- we will ensure that persons authorised to process the personal data are legal bound by confidentiality obligations;
- we will take the measures required by Article 32 of the GDPR;
- we will be generally authorised to engage other parties to process personal data ("sub-processors") but will inform you if we intend to add or replace sub-processors you have the opportunity to object;
- where we engage a sub-processor we will ensure the same obligations imposed on us above which are covered by paragraph 3 of Article 28 of the GDPR are imposed on the sub-processor by way of a contract or other legal act under European or member-state law, and should the sub-processor fail to meet its obligations under data protection law, we will remain fully liable to you for their performance;
- taking into account the nature of the processing, we will assist you (at your cost) by appropriate technical and organisational measures (so far as possible), in responding to requests for exercising the data subjects' rights under Chapter III of the GDPR;
- we will assist you (at your cost) in ensuring compliance with your obligations under Articles 32 to 36 of the GDPR, taking into account the nature of processing and the information available to us;
- at your choice, we will delete or return all the personal data still in our possession after the end of the relevant matter provision of services relating to processing, and deletes existing copies, unless applicable law requires us to keep it;
- at your cost, (i) we will make available to you all information necessary to demonstrate compliance with Article 28 of the GDPR, allow for and contribute to audits and inspections (conducted by you or an auditor appointed by you), and (ii) immediately inform you if, in our opinion, an instruction infringes data protection law; and
- in relation to Article 28(3) of the GDPR:
 - the subject-matter and duration and the nature and purpose of the processing, the types of personal data and categories of data subjects shall be set out these Terms, any Engagement Letter and scoping letters between us and any written (including email) instructions from you to us; and
 - your obligations and rights as a data controller are set out in the Engagement Letter and scoping letters between us and in these Terms.

Confidentiality

As solicitors, we are under strict rules of confidentiality and shall not disclose any confidential information received from you unless instructed by you or as required by law. Equally, we cannot use or pass on confidential information obtained from other clients for your benefit.

Occasionally, we may be requested to refer in general terms to work done for you. For example, we may be requested to give information for reports to be published in the legal or business press of transactions where we have acted for one of the parties, or we may wish to disclose that we have acted for you in a particular deal or matter. In such cases, we will ask for your consent before disclosing and, if given, this consent will also apply to future similar disclosures by us.

Termination

You may terminate your instructions in writing at any time. We may stop acting for you where we believe that we have a good reason to do so, for example, if a conflict of interest arises, if you persistently refuse to provide information that we require or if you persistently refuse to take our advice, or if you do not pay your invoices on time or do not provide an interim payment when requested. Termination shall not affect any accrued rights of either party.

Complaints Policy

We are committed to providing a high quality service to our clients. This includes a commitment to putting things right when they go wrong. Our objective at all times is to exceed your expectations. If you do not feel that we have fulfilled our responsibilities, or the standard of our service has been less than you expected, then please let us know. In the first instance please raise the matter with the head of department who has overall responsibility for the matter in question.

The departmental heads are:

- Litigation/Dispute Resolution. Nigel Davidson, 01403 831 202, ndavidson@pdt.co.uk
- Real Estate. James Clewlow, 01403 831 229, jclewlow@pdt.co.uk
- Company/Commercial. Noel Ruddy, 01403 831 206, nruddy@pdt.co.uk
- Employment. Bhavna Patel, 01403 831 265, bpatel@pdt.co.uk

Complaints Procedure

If any difficulties do arise which cannot be resolved, then please contact Nigel Davidson who is the partner with overall responsibility for dealing with complaints by writing to PDT Solicitors, Premier House, 36-48 Queen Street, Horsham RH13 5AD or emailing ndavidson@pdt.co.uk

What will happen next?

To explain to you how long this process might take we have included our target times for each stage of the process. Where, for any reason, it is not possible to observe any of these limits we will let you know and explain why.

- On receipt of your complaint Nigel Davidson will send you a letter acknowledging your complaint and might invite you to a meeting to discuss your concerns. We will open a file for your complaint in our system and Nigel Davidson will examine the file

that we have on the work that we have been doing for you. We would look to acknowledge your complaint within three days of receiving it and will complete our initial examination within fourteen days.

- We might then invite you to a meeting or we will write to you to ask for further information. Alternatively, we might write to you setting out our views on the situation and suggesting any redress that we would feel to be appropriate. We will aim to write to you with our views and any suggestions within seven days of completing our investigations.
- Where we feel that we have failed in our standards we could offer an apology, a reduction of any bill or a repayment in relation to any payment received.
- If, by this stage, you are still not satisfied, please let us know. It would be helpful to us if you could do so within the next 21 days but there is no obligation on you to do so. We will then arrange to review our decision. We would generally aim to do this within fourteen days of hearing from you. We will usually do this by asking another partner in this firm to review the file that we have on your complaint and see if they agree with our response.
- We will let you know the result of the review within seven days of the end of the review and will do so by writing to you to confirm our final position on your complaint and explaining our reasons.

Making a complaint will not affect how we handle your case.

The Solicitors Regulation Authority can help you 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.

You can raise your concerns with the [Solicitors Regulation Authority](#).

What to do if we cannot resolve your complaint

The Legal Ombudsman can help you if we are unable to resolve your complaint ourselves. They will look at your complaint independently and it will not affect how we handle your case.

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:

- Within six months of receiving a final response to your complaint; and
- No more than six years from the date of act/omission; or
- No more than three years from when you should reasonably have known there was cause for complaint.

If you would like more information about the Legal Ombudsman, please contact them.

- Visit: www.legalombudsman.org.uk
- Call: 0300 555 0333 between 9am to 5pm.
- Email: enquiries@legalombudsman.org.uk

- Legal Ombudsman PO Box 6806, Wolverhampton, WV1 9WJ

Storage of your Documents

We shall keep our file of papers (except for any papers which you ask to be returned to you) for as long as we consider appropriate (see below) but for no more than 12 years.

Litigation Matters

At the end of your case we will send you the original of all (i) pleadings (ii) orders (iii) witness statements (iv) affidavits (v) consent orders or settlement agreements. We will retain for 6 years an electronic copy of the entire file but you agree we may destroy any paper copies. If you wish to keep the entire file you must collect it within 14 days of the end of the matter, otherwise you authorise us to destroy it.

Other Matters

We will store our file for 6 years or, where the matter involves deeds or trusts, 12 years. We will be entitled to charge you a storage fee which will be added to your final account. We calculate the storage charge at the rate of 45p per file per calendar month.

If we retrieve documents or papers from storage in relation to continuing or new instructions for you, then we shall not usually charge you for our time spent dealing with the retrieval of papers or documents but we may ask that you pay any retrieval fee which we pay to our storage company. In other cases we shall charge you for the time spent producing stored papers or documents as well as the fee payable to the storage company. We may also charge you for the time spent reading correspondence or other documents so as to answer any queries you have raised.

At the end of the storage period you authorise us to destroy your file. This is notwithstanding any obligation you may be under to retain documents relating to a matter for any longer period. Before we store your file, we will retrieve any original documents of importance and send them to you keeping a copy only on our file.

Variations

Variations or modifications to these Terms may be made upon agreement in writing. Save as provided these Terms shall prevail.

Governing Law

These Terms and our Engagement Letter are governed by the laws of England and Wales. You agree that the English courts shall have exclusive jurisdiction in any dispute that may arise between us.

PDT Solicitors LLP

PDT Solicitors is the trading name of PDT Solicitors LLP, a limited liability partnership registered in England and Wales with Registration No OC403260. Please note we use the word "partner" to refer to a member of



PDT Solicitors LLP, or an employee or consultant with equivalent standing and qualifications.

Solicitors Regulation Authority

We are authorised and regulated by the Solicitors Regulation Authority of England and Wales with Registration Number 636166. Information about the Solicitors Regulation Authority and the SRA Code of Conduct can be found at www.sra.org.uk