

Terms of Business

Effective: 1st April 2023



1. INTRODUCTION

- 1.1. These terms of business ("Terms" or "Terms of Business") apply to all work done by PDT Solicitors LLP trading as "PDT Solicitors" ("we", "us", "our", "the firm") for a client to whom a Scoping Letter is addressed ("you", "your", "client"). These are the Terms of Business referred to in that Scoping Letter.
- 1.2. If there is any conflict between these Terms and a Scoping Letter issued to you, the Scoping Letter will prevail.
- 1.3. You will be considered to have accepted these Terms if we do work for you after you have agreed the terms of our Scoping Letter.
- 1.4. References in these Terms to a Scoping Letter shall include any letter, document or email sent to you which sets out, amongst other things, the scope of the work we will be carrying out for you, any assumptions we have made about the scope, any exclusions from the scope, the anticipated timescale, who at PDT will be carrying out the work for you and an estimate or proposal in respect of fees we will charge for the work undertaken on your behalf.

2. SERVICES

2.1. Our Aim

In all our dealings with clients we aim to provide a professional quality of service. We shall endeavour to meet all your objectives within your preferred timescale, subject to external factors over which we may have little or no control.

2.2. Our Relationship with you

Our advice is provided solely to you, our 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, agent 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 the instructions with all of you.

2.3. Scope of our Advice

The scope of our advice is set out in our Scoping 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. 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. You will be responsible for their fees.

2.4. Use of Professional Third Parties

Where there is a choice available as to which professional to instruct, we shall be entitled to instruct whichever professional we consider appropriate unless otherwise agreed with you; and you shall be liable to pay all the disbursements incurred in relation to that instruction (see paragraph 4 below). Services provided by any such third party will be subject to their terms of business (and as provided to you).

From time to time we may use temporary legal staff. Although they are not all our employees, we supervise such staff as if they were employees and place them under similar obligations as to confidentiality so to protect your confidential information and preserve your right to privilege. If practicable we will advise you of any such arrangement made in relation to your work.

3. RESPONSIBILITIES

- 3.1. At the start of any new matter, it is important that we clearly understand what you want to achieve, the timescale in which you wish to achieve it and, if you have a budget in mind, your expectations in respect of legal costs.
- 3.2. Having taken your instructions, we will address the following matters and issues:
 - your requirements and objectives;
 - the scope of the work that we will be carrying out for you and any exclusions or assumptions to the work;
 - an explanation of the issues and an outline of your options;
 - what we will do and what we will not do for you;
 - we will identify the individual who will be primarily responsible for advising you and that individual's hourly rate;

- we will identify any unusual level of risk or uncertainty in the proposed matter;
- we will consider if we have any potential conflicts in carrying out the work for you;
- we will, if appropriate, estimate the likely timescales of the matter and advise as to any specific issues which may affect timing; and
- if possible, we will provide you with an estimate of the fees likely to be involved which will be updated from time to time as the matter progresses.

3.3. Our responsibilities to you are:

- to act in accordance with your instructions;
- to exercise a high degree of professional care in our dealings with you;
- to be proactive in ensuring you meet your objectives;
- to communicate with you at regular intervals by telephone, email and letter;
- to notify you of any material developments or occurrences;
- (if agreed with you) provide you with a cost benefit analysis of the matter (ie our assessment as to whether the likely outcome of a disputed matter will justify the expense or risk involved, including, if relevant, the risk of having to bear an opponent's costs);
- to act in your best interests at all times; and
- to ensure that you are advised of the legal issues arising in this matter and the options available to you in respect of these.

3.4. Your responsibilities to us are:

- to inform us of all material factors of which you are aware which may affect the matter;
- to provide us with appropriate evidence as to your identity and, where requested, that of your organisations;
- to provide us with prompt, accurate and appropriate instructions when required;
- to provide an appropriate level of funding as required by these Terms; and
- to settle our bills promptly when delivered.

The decision as to whether to proceed to instruct us in relation to any matter (and the course to be taken in relation to that matter) will be made by you based upon your own commercial assessment.

4. FEES

4.1. Charges

Details of our charges are set out in our Scoping 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,

or where out of business hours work is required, an uplift may be added to reflect the circumstances. In the case of fixed fees, these are generally given subject to certain assumption, set out in our Scoping Letter, and may be revised if these assumptions 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.

4.2. Hourly rates

Unless otherwise agreed with you, our fees will be calculated according to the amount of time which is spent in relation to the matter at the hourly charging rate of the individual(s) who provides advice to you or work on the matter. Our time costs include advising, attendances at meetings and at court, telephone calls, emails and travelling time (if appropriate).

Our current hourly rates (which are exclusive of VAT and disbursements) are as follows:

Grade	Hourly rate
Partner	£315 - £385
Associate	£260 - £325
Solicitor	£185 - £235
Legal Executive	£185 - £235
Trainee	£165 - £195
Paralegal	£135

For each new instruction, we shall set out the rates of each person who will work on the matter in the Scope of Work. The hourly rate will take account of the complexity of the matter, the timescale in which the matter is to be completed and the level of experience of the person involved. The rates may increase if we are required to work a significant amount of time outside normal working hours. We will discuss any increase in hourly rates with you and we will ensure that the work is carried out at the appropriate level.

We will add VAT to our charges at the rate that applies when the work is done. Our hourly rates are reviewed annually in April with any changes taking effect from 1 May in each year. We will notify you in writing if our rates change.

4.3. Payment of our fees

We will submit a bill to you on conclusion of the matter or, if the matter continues for more than a month, on a monthly basis in respect of work carried out for the preceding month. Unless otherwise agreed, if the matter aborts or terminates for any reason, our fees will be payable at that stage together with any unbilled disbursements incurred on your behalf.

We will also invoice you monthly for disbursements and other expenses incurred on your behalf in the

conduct of your matter for the preceding month. We shall obtain your approval before any large disbursements are incurred and reserve the right to invoice you for such disbursements separately from our costs before or when they are incurred. We shall not be obliged to pay any disbursements unless you have put us in funds to do so.

Disbursements we may pay on your behalf and which will be charged to you include the following:

- Travel costs and subsistence (charged at cost)
- Company and/or individual search fees
- Land registry search and other fees
- Stamp duties
- Counsel's fees and disbursements
- Telegraphic transfer fees - £35 plus VAT for each transfer made (there is no charge for BACS)
- Faster Payment fees - £10 plus VAT
- Significant postage and photocopying charges (25p per sheet)
- Courier charges
- Overseas lawyers, experts or trade mark agents

Our invoices are payable on presentation of the invoice. If there are any difficulties or delays in making payments to us, please let us know as soon as possible.

4.4 Payments on account

It is our policy to ask for a payment on account of fees and/or disbursements where you are a new client, before undertaking certain work or to cover anticipated third party costs (for example, court fees, land registry search fees or the payment of Counsel's fees). We may therefore ask you to put us in funds at the outset or prior to incurring costs or expenses on your behalf. We will hold that money in our client account until we invoice you. By signing this letter, or by continuing your instructions, you authorise us to use any money held on account, and any additional money you deposit with us, to transfer from our client account to settle our fees and disbursements on raising an invoice. Please be aware that if we request monies before undertaking work for you we will not commence our work until those monies have been received by us in cleared funds.

Please note that a request for a payment on account is not an indication that the work can be completed for that figure. However, it will give us an opportunity to review progress when we have undertaken work to that value and discuss how much more may be required to bring matters to a conclusion.

4.5 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 personally

guarantee the payment of any sums due to us by the corporate client. 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 immediately 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 and will pay these immediately on receipt of written notice from us (which includes email) to this effect.

4.6 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 Dispute Resolution team.

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. A summary in relation to costs in litigation can be found at: <https://www.pdt.co.uk/costs-in-litigation>.

If you instruct us in relation to a litigation matter then we recommend that you read this note, which includes key additional information regarding costs recoverability.

4.7 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 8% 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.

4.8 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.

4.9 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 any losses resulting from the collapse of our bankers.

5. MONIES HELD FOR YOU

Under Rule 7 of the Solicitors Regulation Authority Accounts Rules we are required to account to you for a fair sum of interest on any money held by you on your behalf. Where we hold money to your order, it shall be held in our general client account with our bankers, Barclays Bank plc. We receive interest on this account at a rate negotiated with the bank, which represents the many years of good standing we hold, and the combined sums held in the account from time to time. As such, this rate would not be available on smaller individual sums held for each client.

In order to quantify the fair sum of interest due to you on any monies held to your order within the general client account, our bank provide us with the indicative rates that would be paid were those funds to be transferred into a separate designated deposit account. We will use these rates to calculate the fair sum of interest due to you, and where this sum exceeds £100, the interest will be credited to you.

6. 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.

7. 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 personal 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) is, unless otherwise stated in a Scoping Letter, limited to a maximum sum of £15,000,000 (fifteen million pounds) for each single originating cause, which amount includes all legal and other costs which we may incur in defending any actions against us. Our liability is excluded entirely if we are obliged to comply with any statutory obligations placed upon us which cause you loss. 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.

8. 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.

9. 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 (as amended by the Money Laundering and Terrorist Financing (Amendment) Regulations 2019, otherwise known as the 5th Money Laundering Directive) (together "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 the Money Laundering Regulations to include any delay in dealings with or concluding your matter. While this may seem excessive, we are required to adhere to the Money Laundering Regulations, and may not be able to act for you if we cannot comply with these Money Laundering Regulations.

10. COMMUNICATION BY EMAIL

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.

11. INTELLECTUAL PROPERTY

11.1 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.

11.2 For the purpose of advising you or other clients, and subject to our duties of confidentiality to you, we shall be entitled to use, analyse, share and develop the knowledge, experience or skills of general application gained through working for you.

12. DATA PROTECTION

12.1 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.

12.2 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.

12.3 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.

12.4 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.

12.5 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).

13. CONFIDENTIALITY

13.1 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.

13.2 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.

14. 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, if you persistently refuse to take our advice, 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.

15. COMPLAINTS POLICY

15.1 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 partner with overall conduct of the matter in question or the relevant head of department.

The departmental heads are:

- Dispute Resolution: William Angas, 01403 831 266, wangas@pdt.co.uk
- Real Estate: James Clewlow, 01403 831 229, jclewlow@pdt.co.uk
- Corporate: Noel Ruddy, 01403 831 206, nruddy@pdt.co.uk
- Employment: Laura McMaster, 01403 831 236, lmcmaster@pdt.co.uk

15.2. Complaints procedure

If any difficulties do arise which cannot be resolved, then please contact William Angas 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 wangas@pdt.co.uk.

15.3. What will happen next?

To explain to you how long this process might take we have included below 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 William Angas 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 William Angas 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 twenty one 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.

15.4. 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.

15.5. 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 from us to your complaint; and
- from 1st April 2023, no more than one year from the date of the act or omission, or from when you should have realised there was an issue.

15.6 If you would like more information about the Legal Ombudsman, please contact them using one of the options below:

Visit: www.legalombudsman.org.uk.
Call: 0300 555 0333 between 9am to 5pm.
Email: enquiries@legalombudsman.org.uk.
Address: Legal Ombudsman PO Box 6806, Wolverhampton, WV1 9WJ.

16. STORAGE OF YOUR DOCUMENTS

16.1 General

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.

16.2 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 receiving from us a letter confirming that we are closing the file, otherwise you authorise us to destroy it.

16.3 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 based on our hourly rates.

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.

17. VARIATIONS

From time to time we amend our Terms. These Terms replace any previous Terms provided to you.

Our Scope of Works (including these Terms of Business) shall form the entire agreement between us in relation to its subject matter. The terms and conditions of our Scope of Works may not be modified or amended other than by written agreement between us.

18. GOVERNING LAW

These Terms and our Scoping Letters 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.

19. 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, or an employee or consultant with equivalent standing and qualifications.

20. 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.