

Last updated: 31 July 2024

## Terms of Business ([link](#))

This document sets out the basis on which We provide Our Services to You. Your signature to the Engagement Letter incorporating these terms confirms Your agreement to them. Your continuing instructions will, in any event, amount to acceptance of the terms set out below. **Please read this document carefully.**

### 1. Introduction and Definitions

- 1.1 These terms of business should be read alongside the Engagement Letter which accompanies or refers to them. If there is any inconsistency between these terms and the Engagement Letter, the Engagement Letter takes precedence.
- 1.2 These terms, including the limits on Our liability in clause 18, apply to all work done by Us for You unless We otherwise notify You in writing. These terms may not be varied unless agreed in writing by Us.
- 1.3 In these terms, the following words and phrases have the following meanings:

**“Client” or “You” or “Your”** means and refers to the addressee(s) of the Engagement Letter;

**“Haddletons”, “We” “Our” or “Us”** means and refers to Haddleton and Co Ltd. trading as Haddletons. Haddleton and Co Ltd is a limited company registered in England and Wales (registered number 10728134, VAT number 273205619. A list of directors can be inspected at Our registered office (Windsor House, Cornwall Road, Harrogate HG1 2PW). Our principal place of business is Windsor House, Cornwall Road, Harrogate HG1 2PW. Haddletons is authorised and regulated by the Solicitors Regulation Authority under SRA number 640278 (see [www.sra.org.uk](http://www.sra.org.uk)); In the event of a transfer of the business (assets or shares, in full or in part ) by Haddleton and Co Ltd to Haddleton Swift LLP (OC453117), and upon authorisation of that entity by the SRA the terms “Haddletons” “We” “Our” “Us” shall refer to Haddleton Swift LLP (OC453117);

**“Haddletons Group”** means all of Haddletons, Haddletons Individual(s) and any entity owned or controlled by Haddletons;

**“Haddletons Individual(s)”** means all and any of Haddletons’ directors, officers, employees, consultants and agents;

**“Engagement Letter”** means a written communication setting out the basis on which We act for You and making reference to these terms and which includes any scope of works;

**“Loss or Losses”** means all losses, liabilities, fines, damages, costs and expenses including legal fees on a solicitor/client basis and disbursements and costs of investigation, litigation, settlement, judgment, interest and penalties;

**“Services”** means the services to be provided by Haddletons in accordance with the Engagement Letter;

**“SRA”** means the Solicitors Regulation Authority.

### 2. Our Services

#### 2.1 Scope and Delivery of Services to You

- (a) the scope of the Services is described in the Engagement Letter, as amended or supplemented from time to time. Our Services and advice are provided only to and for Your benefit for the sole purpose(s) set out in the Engagement Letter. No other person may use or rely upon those services and advice nor derive any rights or benefits from them unless expressly agreed by Us in writing. Our duty of care does not extend to third parties;
- (b) if there is any change in the law after the date on which any services are provided, We have no responsibility to notify You of the change or the consequences of such change, unless expressly agreed otherwise in writing by Us;
- (c) from time to time We may delegate tasks to a suitably experienced Haddletons Individual who is not a solicitor to enable Your work to be carried out in a timely and cost-effective manner. We remain responsible to You for their work.

## **2.2 Your Responsibilities to Us**

- (a) You must provide Us in a timely manner with all instructions, information and documents that We need to advise You on Your matter. You must ensure that such information is complete, true and accurate at all times and is not misleading. Unless We agree otherwise in writing, We will not check the accuracy or completeness of such information. You must not assume that information or documents which were provided by You to Us on previous matters will be known to those instructed on a new matter and You must bring the documents to their attention;
- (b) You are responsible for ensuring that You have all necessary rights to supply Us with the information You provide and that Our use of that information will not infringe the rights of any third party or result in a breach of any law, rule or regulation;
- (c) if any matter on which We act for You is the subject of contested proceedings You will probably have to disclose documents, including electronic documents, relevant to the matter. You must ensure that You retain and do not destroy or allow to be destroyed any documents that relate to the matter. Otherwise, Your position in any proceedings may be prejudiced and sanctions can be applied against You;
- (d) You must pay Our fees promptly when they fall due;
- (e) If You breach any of the above provisions in this clause 2.2, then You will indemnify Us in respect of all damages, liabilities, demands, costs and expenses including all legal and other professional fees, costs and expenses, claims, actions and proceedings (including all consequential, direct, indirect, special or incidental loss or punitive damages or loss, fines, penalties, interest and loss of profit or any other form of economic loss (including loss of reputation)) that We suffer or incur in the event of any claim by a third party.

## **2.3 Excluded Matters**

Unless We specifically agree in writing Our services will not include advice on, or responsibility for: accounting or taxation matters (including where they arise because of a proposal, transaction, settlement or arrangement; environmental or contamination issues); the commercial or financial viability of any aspect of the matter; the application or interpretation of the law of any jurisdiction outside of England and Wales.

### **3. Anti-Money Laundering and Source of Funds/Wealth**

- 3.1 We are obliged to undertake detailed client due diligence and ongoing monitoring for both new and existing clients. Typically before accepting instructions, but in any event, as soon as possible, We must verify the identity of all prospective clients and periodically check to re-verify thereafter. Due diligence will also be carried out on all connected parties, such as the beneficial owners of a client as part of the verification process. We may charge for these checks.
- 3.2 As part of Our client due diligence, We may be required to undertake checks and gather evidence as to the source of funds and the source of Our clients' wealth in the context of matters on which they instruct Us. By accepting these terms, You agree to provide any evidence We require in this regard. On occasion, where the source of funds for a transaction is provided by a third party, We may need evidence of source of funds or wealth from them.
- 3.3 We may terminate the provision of any services to You, or be instructed to do so by the relevant authorities, if You fail to provide evidence of identity or if We suspect that You or any other party connected with You or with the matter is involved in any activities proscribed by any relevant law.
- 3.4 We are professionally and legally obliged to keep Your affairs confidential. However, We may be required by law to make a disclosure to the National Crime Agency (or equivalent) where We or they know or suspect that a transaction may involve money laundering or terrorist financing. If We make a disclosure in relation to Your matter, We will 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 will not be able to tell You why.
- 3.5 Where there is any material discrepancy between information supplied by You in relation to beneficial owners or directors in respect of limited companies, LLPs or other such entities and a relevant Register(s) (such as Companies House), We may be required to report such material discrepancies to Companies House (or their equivalent).
- 3.6 For property transactions, please note We are under a duty to disclose any relevant information to any lender, where that information may reasonably be considered important to the lender, in their decision to grant funding. Where We act on behalf of both You and any third-party lender or mortgagee, You hereby irrevocably authorise Us to disclose to that third party without limitation any and all information, copy documentation and details of Your instructions given to Us in, or which may relate to that matter.
- 3.7 Please note We do not tolerate the facilitation of criminal tax evasion in any form by any of Our directors, managers, employees, consultants or any other associated persons.**

### **4. Financial Services and Markets Act 2000 (FSMA)**

- 4.1 We are not authorised by the Financial Conduct Authority. However, We are included on the register maintained by the Financial Conduct Authority so that We can carry on insurance mediation activity, which is broadly the advising on, selling and administration of insurance contracts which is closely linked with Our legal work.
- 4.2 This part of Our business, including arrangements for complaints or redress if something goes wrong, is regulated by Solicitors Regulation Authority and complaints can be made to the Solicitors Regulation

Authority or Legal Ombudsman. The register can be accessed via the Financial Conduct Authority website at [www.fca.org.uk/register](http://www.fca.org.uk/register)

## **5. Data Protection**

We act as a Data Controller and process personal data that You provide to Us or which We obtain in connection with providing the Services to You (Your Personal Information) in accordance with the General Data Protection Regulation. Clause 7 sets out how We may use Your Personal Information. Further information on how We collect and process Your personal data and relevant contact details can be found in Our privacy policy [here](#).

## **6. Confidentiality**

- 6.1 We will keep confidential any information which We obtain acting for You which is confidential to You and not in the public domain (Your Confidential Information). We may, however, disclose the fact that We act on Your behalf. Clause 7 sets out how We may use Your Confidential information.
- 6.2 We may use external firms or organisations to conduct audit or quality checks on Our practice. We require these external firms or organisations to maintain confidentiality in relation to Your files.
- 6.3 The SRA periodically conducts audits on Our practice but is required to maintain confidentiality in relation to Your files.

## **7. Information Sharing**

You agree that Your Confidential Information and Your Personal Information may be shared across the Haddletons Group to assist Us in providing the Services requested by You and complying with the Law. The Haddletons Group may use Your Confidential Information and/or Your Personal Information, or disclose it on a confidential basis to third parties, for the following purposes:

- (a) for the provision of Our Services to You;
- (b) We may ask other companies or people to do typing, diary management, photocopying or other work on matters. We will ensure that confidentiality is maintained with these providers. If You do not want work outsourced in this way, please tell Us as soon as possible, but there may be an additional cost chargeable to You to undertake the work in the manner specified by You.
- (c) for disclosure to other third-party advisers working for You on the same matter;
- (d) for fraud prevention, anti-money laundering purposes, anti-bribery purposes and/or generally for the prevention or detection of crime, which may include disclosure to relevant third parties;
- (e) to ensure the safety and security of Our people and premises (where We may also use CCTV) which may include disclosure to relevant third parties;
- (f) for disclosures to Our auditors, Our own legal and other professional advisors, Our insurers and insurance brokers, Our regulators or any quality assessors;
- (g) to administer Your account with Us, including credit and conflict searches, providing e-billing services and tracing and collecting any debts, which may include disclosure to relevant third parties;

- (h) to conduct specific tests on Our existing or new systems, networks, applications or software, which may include disclosure to relevant third parties; if You do not object to Us so doing;
- (i) for advertising, marketing and public relations, including sending You direct marketing communications;
- (j) to manage Our business performance, to assess client satisfaction (such as by asking You to participate in surveys) and generally to help improve Our services, which may include disclosure to relevant third parties;
- (k) as part of any business sale or transfer of Haddletons or Haddletons Group;
- (l) as otherwise required by Law and;
- (m) where You have given written consent to such disclosure

- 7.1 Sharing or disclosing Your Confidential Information and/or Your Personal Information in accordance with this provision may involve transfer of, or access to, such information worldwide;
- 7.2 We may store information about You, Your matter or any other Documents and correspondence relating to Your file(s) using cloud based technology.
- 7.3 Where any public announcement is made about a matter where We have acted for You, You agree to allow Us to also make an announcement associating Ourselves as Your advisers. However, We will not reveal any Confidential Information. In all other instances, We will seek Your consent before making any publicity about Your matters.
- 7.4 If You do not wish Us to disclose Your details, You must notify Us in writing when signing and returning a copy of the Engagement Letter.
- 7.5 You confirm that You will not request and We will not supply to You information in Our possession relating to other clients.

## **8. Contentious Work – Costs Risk Warning**

- 8.1 In litigation, the Court may decide to order one party to pay the costs of another party. The Court usually orders the unsuccessful party to pay all or a part of the successful party's costs although there is no certainty about this. The successful party usually recovers a proportion of its costs from the unsuccessful party although there is no certainty about this. You should be aware that, in a case heard in a court in England and Wales:
  - (a) if You make an interim application to Court which fails You may have to pay the other side's costs, usually within 2 weeks;
  - (b) if You lose the case You may have to pay the other side's costs and it is not usually possible for You to withdraw from the case without dealing with the issue of those costs;
  - (c) costs awarded must be proportionate to the value of the dispute and, in the ordinary course, recovered costs rarely exceed 60-70% of actual expenditure;
  - (d) You will still be liable to pay Our invoices in full even if the other party fails to pay the costs awarded to You by the Court;

issues which the Court may consider in assessing the costs payable or recoverable include:

- (a) efforts made before and during the proceedings to try to resolve the dispute, including the appropriate use of mediation and other alternative dispute resolution procedures;
- (b) the effects of payments into court and offers of settlement;
- (c) the complexity and size of the matter and the difficulty or novelty of the questions raised;
- (d) the skill, effort, specialised knowledge and responsibility involved;
- (e) the time spent;
- (f) the place and circumstances in which the work was done.

8.2 If You are unsuccessful, or the court so orders for some other reason, You may be ordered to pay the other side's costs. We will discuss with You whether the likely outcome will justify the expense/risk.

8.3 If the other side is or becomes legally aided it is highly unlikely that You will recover Your costs even if You are successful.

## **9. Complaints and Suggestions**

9.1 Haddletons is committed to providing You with an excellent service. If You have a suggestion, query or complaint about Our service or an invoice, please raise it with the person dealing with Your matter first. Ultimately if You remain unsatisfied, it will be dealt with by James Haddleton. We operate a written complaints procedure in compliance with the requirements of the SRA. The Code of Conduct governing solicitors can be found at [www.sra.org.uk](http://www.sra.org.uk). A copy of Our complaints procedure is available on request.

9.2 We have eight weeks to consider Your complaint. If We have not resolved it within this time You may have the right to complain to the Legal Ombudsman at PO Box 6167 Slough, SL1 0EH or at [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk); or by telephone on 0300 5550333 or +44 121 245 3050 (from overseas).

9.3 The Legal Ombudsman deals with complaints by consumers and very small businesses. This means some clients may not have the right to complain to the Legal Ombudsman, such as charities or clubs with an annual income of more than £1 million, trustees of trusts with an asset value of more than £1 million and most businesses (unless they are defined as micro-enterprises). This does not prevent You from making a complaint directly to Us about the service You have received or about an invoice.

9.4 Normally, You will need to bring a complaint to the Legal Ombudsman within one year of the date of the act or omission complained about (or within one year from the date You realised there was a cause for complaint) and within six months of receiving a final written response from Us about Your complaint.

## **10. Intellectual Property Rights**

10.1 Unless We agree otherwise in writing, all copyright, database rights and other intellectual property rights which exist in all works, documents and other materials that We develop, design, generate or create while providing the Services (either before the commencement of or during or after the completion of the provision of the Services) will remain Our property. We licence You to use such documents and materials for the purposes for which they are created, but not otherwise.

## **11. Fees and Disbursements**

11.1 The basis on which We charge Our fees is set out in the Engagement Letter or, if none, We will charge You at Our current hourly rates.

#### **11.2 Fee estimates**

Fee estimates given by Us are given in good faith but We are not bound by them unless We agree otherwise in writing. Where practicable, We will notify You beforehand if We think the estimate may be exceeded, but if We do not notify You beforehand this will not affect Your liability to pay Us for the work We do.

#### **11.3 Fixed fee services**

If the Engagement Letter states that We are charging a fixed fee, it will set out parameters and assumptions. Additional services may be provided on request and (unless otherwise agreed by Us in writing) will be charged at Our current hourly rates.

#### **11.4 Hourly Rates**

We usually charge You based on time spent on Your matter. Our hourly rates may vary according to the experience and seniority of the person dealing with the matter or complexity or urgency of the matter. The rates that apply to each matter will be set out in the Engagement Letter. We will notify You in writing of any increase to the stated hourly rates. We record time in units of six minutes.

#### **11.5 VAT**

We will add VAT to Our fees at the rate that applies at the time of invoicing even where the addition of VAT is not expressly stated in Our communications with You

#### **11.6 Disbursements and expenses**

All disbursements and expenses which We incur in working on Your matter will be payable by You in addition to Our fees. Examples of these disbursements and expenses include Land Registry and Companies House fees, search fees, stamp duty (and similar taxes), fees charged by experts, agents, couriers and barristers, court fees, travel expenses and subsistence, faxes, international telephone calls, use of on-line databases, bank charges for EU/EEA currency transactions that remain within the EU/EEA and telegraphic transfer fees. In addition, We may charge You for processing these expenses. We may also charge You for photocopying, scanning and other document production at Our discretion. VAT is payable on certain expenses in addition.

#### **11.7 Abortive fees**

An abortive fee may be agreed between Us in the event that a matter does not complete (whether at all or within agreed parameters) for any reason. The abortive fee may be set out in the Engagement Letter. In the absence of agreement on an abortive fee, the abortive fee shall be calculated by reference to the time spent on the matter multiplied by the relevant fee earner hourly rates. Any discount is wholly at the discretion of Haddletons.

11.8 We usually require payment on account for fees (or part thereof) and/or expenses before We will carry out work or incur expenses on Your behalf. If You do not comply with Our request We may stop acting for You on the matter and/or terminate Our engagement with You.

11.9 It is Our policy not to accept any cash payments. If You try to avoid this policy by depositing cash directly with Our bank, We may decide to charge You for any additional checks We deem necessary to prove the source of the funds. Where We have to pay money to You, it will be paid by bank transfer. It will not be paid in cash, or to a third party.

## **12. Invoicing**

12.1 Our invoices are payable in full upon presentation.

12.2 You may not set off against Our invoices any moneys that You claim are due to You from Us.

12.3 The Engagement Letter states when We will submit Our invoices. We will usually do so monthly but may choose to submit invoices at other (including shorter) intervals. We may also submit an invoice on or at any time after conclusion of the matter or the end of this agreement. All invoices, whenever they are submitted, are final invoices for the period to which they relate but this does not prevent Us from invoicing You for expenses for that period in a subsequent invoice. The invoices explain how to make payment.

12.4 For some work (such as project work) We may choose to submit an invoice for payment periodically including at the beginning of a matter. Such invoices represent monies due and owing to Us upon presentation of the invoice (and not a payment on account).

12.5 It is Your responsibility to tell Us when first instructing Us if You have any form of insurance cover (such as legal expenses insurance) that You think will pay Our fees, or if there is a third party who may pay Our fees. If You and We agree that a third party will pay all or part of Our invoices, You will remain responsible to Us for payment in full until those invoices have been paid in full (irrespective of the outcome of the matter).

12.6 If We are advising more than one person (including individuals, companies or other entities) We will, unless otherwise agreed by Us in writing, act for those persons jointly and severally. If We are asked to deliver invoices only to one person, those invoices will be payable in full by all other persons We act for under this agreement.

12.7 If We do not receive payment within 14 days of any invoice, then:

- (a) We will charge You interest (daily) on the unpaid element of the invoice at the rate of 4% per annum above the HSBC Base Rate from one calendar month of the date of the invoice until payment;
- (b) We may suspend or terminate the provision of the Services to You (whether in respect of the matter to which the invoice relates or any other matter on which We are acting for You), although We will not do so without informing You first; and
- (c) We will retain all and any of Your files, documents, moneys or assets that We hold in Our possession until Our fees and expenses have been paid in full (notwithstanding any security for Our fees);
- (d) You will be responsible to pay Us in full (on an indemnity basis) all the costs and expenses We incur in recovering payment from You.

12.8 If You raise a query in respect of certain elements, You must still pay all other elements of the invoice to the extent that they are not subject to the query. If We cannot resolve Your queries under Our complaints procedure You may have the right to object to the invoice by making a complaint to the

Legal Ombudsman or by applying to the court for an assessment of the invoice under Part III of the Solicitors Act 1974. The Legal Ombudsman may not deal with a complaint about an invoice if an application has been made to the court for assessment. If all or part of an invoice remains unpaid during this process We may be entitled to charge interest.

### **13. Client monies**

- 13.1 Monies held by Us on Your behalf such as money held on account of fees and expenses, will be held in a general client account separately from Haddletons' own monies with a bank or deposit-taking institution of Our choosing. The account will be administered according to the SRA Accounts Rules. You may be entitled to interest, details of which are available on request. To comply with Our money laundering obligations, if a matter does not complete We will repay any monies held by Us to the bank account from where We received the monies originally.
- 13.2 We do not pay interest if the sum calculated is less than £50 in total for the full period during which We hold cleared funds.
- 13.3 Monies deposited with Haddletons on account of fees and expenses (including accrued interest) will be available to Us to transfer and use in payment of Our invoices in accordance with the SRA Accounts Rules.
- 13.4 You may be asked to disclose details of the source of any funds paid to Us and/or the source of Your wealth in relation to any matter and failure to do so may lead Us to terminate the engagement or delay a matter whilst further investigations are made.
- 13.5 We shall not be liable for any Loss which You or any third party may suffer in connection with the inability, delay, failure or refusal of the bank or other deposit-taking institution with whom We have deposited funds to pay out when requested to do so.
- 13.6 For clients who are individuals or small companies, compensation is recoverable through the Financial Services Compensation Scheme, in the event monies are lost through the collapse of a deposit-taking institution. Further information is available at: <http://www.fscs.org.uk>.
- 13.7 Our bank details are contained in the Engagement Letter or can be obtained by contacting Our offices. We ask You to be vigilant should You receive any communication to send Us monies to a different bank account. Please contact Us immediately if this occurs. We will not be liable if You send monies to an incorrect account. Please see the paragraph on Cyber Security in the Engagement Letter for further information.

### **14. Communications and Authority**

- 14.1 We will communicate with You and, as appropriate, third parties using any modern and/or normal means such as letters, e-mail, text, instant messaging, telephone, voicemail and video conferencing or using other portable/removable storage devices. If there is any mode of communication which You do not wish Us to use, please notify the person responsible for the matter in writing.
- 14.2 You agree that where We communicate with You by email, it is sent without encryption over the internet. We will not be responsible for any Loss arising from the unauthorised interception, re-direction, copying or reading of emails, including any attachments, nor shall We be responsible for the corruption, delay or non-receipt of emails. We will also not be responsible for any effect on any

computer system (or any damage arising from any such effect) of any emails, attachments or viruses which may be transmitted by this means (save to the extent that this is caused by Our negligence or wilful default).

- 14.3 If You regard any communications from or to Us as particularly confidential or require security arrangements regarding a matter or have alternative communication requirements please notify Us in writing.
- 14.4 While We take reasonable precautions, We cannot guarantee the availability or security of Our electronic information, storage, and communications systems. We cannot promise that electronic communications between You and Us will always be virus-free, safe, or successfully delivered.
- 14.5 We and You may use electronic signatures where permitted by law. You agree that You will co-operate with Us by providing any certification We request to verify the authenticity of Your electronic signature.
- 14.6 You warrant that any signature You provide on any document is an authorised signatory and You acknowledge that We rely on that warranty without the need to make any further enquiry of You or the signatory.
- 14.7 You agree that We may act on the instructions of anyone from Your organisation who appears to Us to have authority to instruct Us on Your behalf irrespective of their actual authority.

## **15. Referrals and Introductions**

- 15.1 If You have been referred to Us by an introducer, then in accordance with the Solicitors' Regulation Authority Code of Conduct We will act independently of the introducer and You are free to raise questions on all aspects of the matter. If applicable, We will also advise You of any financial arrangement We may have with the introducer in respect of Your introduction. Any Confidential Information disclosed to Us by You will not be disclosed to the introducer unless We have Your consent. If Our acting on Your behalf and the introducer causes any conflict of interest, We will cease to act immediately for one or both parties.

## **16. Retention and storage of documents and deeds**

- 16.1 After completing a matter, We retain all documents relating to it until You have paid Our fees and expenses in full. You may then request the return of the file to You.
- 16.2 We shall keep any file of Yours in storage (other than any documents returned to You) usually for at least six years from the conclusion of the matter. You agree that We may destroy or permanently delete the file after that time without further reference to You. Irrespective of when the files are destroyed or deleted You agree that We shall not be liable to You for any Loss caused by the destruction or deletion of the files. You and We agree this exclusion of liability is reasonable because You can request the file or a copy of it upon completion of the matter. We will not destroy documents that We agree to hold in safe custody (such as deeds).
- 16.3 We may charge You a fee for the retrieval and photocopying of documents from storage although We will not normally charge that fee if We retrieve documents to enable Us to carry out further work for You. We will charge for any further work You instruct Us to do regarding the retrieved documents. Unless otherwise agreed with You in writing, those charges will be at Our rates applicable at the relevant time.

- 16.4 You agree that We shall be entitled to retain and use for Our own purposes copies of all files and documents created and received by Us during the provision of the Services.

## **17. Termination or Cancellation**

- 17.1 You may end this agreement at any time by writing to Us but We will be entitled to keep all Your documents, deeds money and assets held by Us if there is money owing to Us (including fees and expenses which have not yet been billed).

- 17.2 Where We are instructed by You in Your capacity as a "Consumer" (being an individual acting for purposes which are wholly or mainly outside that individual's trade, business, craft or profession) the matter is regulated by the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 as amended by the Consumer Protection (Amendment etc) (EU Exit) Regulations 2018.

**Cancellation Notice:** If You are such a client and this agreement was not entered into on Haddletons' premises then under the above regulations, You have the right to cancel Your agreement with Us within fourteen working days of Your receipt of the Engagement Letter, without any charge being made by Us. Please notify Us in writing, either by post or electronically, or please ask Us for a cancellation form to complete. The notice of cancellation will be deemed served on Us as soon as it has been posted or sent electronically. Please note that if You agree in writing that We should undertake work on Your behalf before the end of the cancellation period, then even if You cancel Your agreement with Us You may still be required to pay for services supplied before the cancellation date.

- 17.3 We may end this agreement if We have reasonable grounds to do so. For example, if You do not pay invoices when they fall due or fail to provide adequate instructions; where a conflict of interest arises; or where there is a breakdown in trust and confidence between Us. We will give You reasonable notice that We will stop acting for You and You will be liable to pay Our fees and expenses to the point of termination of this agreement and as set out elsewhere in these terms (such as at clause 16.3).

- 17.4 If Your matter does not conclude, or We are prevented from continuing to act because of Our legal obligations or Our regulatory requirements, We will charge You for any work We do.

- 17.5 Clauses 6, 7, 9, 10, 12, 16, 18 and 19 shall survive and will continue in force beyond termination or expiry of this Agreement.

## **18. Limitation of Liability**

- 18.1 You agree that the limitations on Our liability as set out in this agreement are reasonable having regard to the nature of Your instructions and the work involved and the availability and cost of professional indemnity insurance.

- 18.2 We will undertake the Services with reasonable skill and care.

- 18.3 Nothing in this agreement shall limit Haddletons' liability to You for any Loss caused by Haddletons' fraud or fraudulent misrepresentation or in respect of death or personal injury caused by Our negligence or otherwise where liability cannot be limited or excluded by law.

- 18.4 Subject to Clause 18.3, Haddletons Group limits its Liability to You for any claim arising from or in connection with each matter to a maximum aggregate sum of £3 million. This limit may be relied on by any entity or person within the Haddletons Group. Where We are instructed jointly by more than one

party, this limit on Our liability applies to all of You collectively (including anyone claiming through You or on Your behalf).

- 18.5 Where We are not under any obligation to act for You (or to continue to act for You), We will not be liable to You for any Loss which You suffer as a result of Us not proceeding with Your matter.
- 18.6 We will not be liable to You for any Loss caused by or connected with Our compliance with any legal duty or obligation We have or believe in good faith that We have.
- 18.7 We will not be responsible to You for any Loss arising from a breach of Your Responsibilities to Us as set out at clause 2.2.
- 18.8 If We prepare standard or template documents for You any claim arising from an error or errors in those documents, whether or not repeated, will be regarded as one claim and subject to the limitations set out in this agreement.
- 18.9 Haddletons is responsible for the provision of the Services. You agree that You will not bring any claim against any Haddletons Individual and that Haddletons and any Haddletons Individual can rely upon this provision. Despite having such rights, this agreement can be varied or ended without the consent of any Haddletons Individual but this provision shall continue to apply after termination
- 18.10 Proceedings in respect of any claims against Us must start no later than six years after the date on which a cause of action accrued in respect of any alleged breach of contract, tort of negligence or other cause of action. This provision expressly overrides any statutory provision which would otherwise apply; it will not increase the time within which proceedings may be commenced and may reduce it.
- 18.11 If We and any other party or parties are liable to You together in respect of the same claim and/or You have contributed to any Loss claimed by Your own acts or omissions, then We shall only be liable to pay You the portion which is found to be fair and reasonable having regard to the level of Our default. We will not be liable to pay You the portion(s) which is due to the fault of another party or parties, even if You do not recover all or any money from the other party or parties for any reason.
- 18.12 If We are liable to You and any other party or parties would have been found liable to You together with Us in respect of the same claim if either:
  - (a) You had also brought proceedings or made a claim against them; or
  - (b) We had brought proceedings or made a claim against them for a contribution towards Our liability, then any sum due from Us to You shall be reduced by the proportion for which such other party or parties would have been found liable had those proceedings been brought or those claims been made.

## **19. General**

### **19.1 Professional indemnity insurance**

We maintain professional indemnity insurance in accordance with the requirements of the SRA. Our current insurers are Travelers Insurance Company Ltd, whose address is 61-63 London Road, Redhill, Surrey, RH1 1NA, under policy number UC SOL 5579180. The territorial coverage of the policy is worldwide.

### **19.2 Equality and Diversity**

We are committed to equality and diversity in all of Our dealings with clients, employees, consultants and others. A copy of Our Equality and Diversity Policy is available on request.

### **19.3 Rights of third parties**

A person who is not a party to this agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce any of its terms save as set out in in this agreement, save that where the business of Haddletons is transferred to a new entity that new entity will have the same rights as Haddletons enjoy currently

### **19.4 Applicable law and jurisdiction**

These terms and Our Engagement Letter shall be governed by, and interpreted in accordance with, English law. Any disputes or claims concerning this agreement and any matters arising from it shall be dealt with only by the courts of England and Wales.

### **19.5 Waiver**

If We or You do not enforce Our respective rights under this agreement at any time it will not prevent either Us or You from doing so later.

### **19.6 Severability**

If any part of this agreement is found by any court or similar body to be invalid or unenforceable, it shall not affect the other parts of this agreement.

### **19.7 Force majeure**

Neither You nor We are liable for any delay or failure to fulfil Our respective obligations under this agreement as a result of causes beyond Our reasonable control, excluding Your obligation to settle Our invoices in full. Such causes include, but are not limited to, fire, floods, acts of God, acts and regulations of any governmental or supranational authority, pandemic, war, riots, strikes, lockouts and industrial disputes.

### **19.8 Entire agreement**

The Engagement Letter (including any scope of works) and these terms of business constitute the entire agreement between You and Us in respect of the Services. This clause shall have the effect of excluding the liability of any party to the Engagement Letter (including the scope of works) for any misrepresentation (other than a fraudulent misrepresentation) made prior to the date of the Engagement Letter.

#### Updates to Our Terms of Business

These Terms of Business were last updated on 31 July 2024 and may be amended again in whole or in part, at any time and without prior notice. You should review these Terms of Business regularly as We may amend them from time to time, and as You are bound by any changes We make to this policy from the date of the change. We will post any amendments on Our website to keep You up to date.