

# Terms of business



[www.sasdaniels.co.uk](http://www.sasdaniels.co.uk)

 **sas daniels LLP**  
No ordinary law firm.

# Senior partner's foreword

Welcome. We are delighted that you have chosen to work with us and our aim is to exceed your expectations from the very start. We aim to provide high quality legal services in a professional but friendly way, at a fair price.

It is important that you receive our standard terms of business, please find these enclosed.

At SAS Daniels LLP, client satisfaction is our number one priority. We value feedback from our clients and so we take time to listen and respond positively to what they have to say. By being passionate about understanding their needs we ensure that we deliver what they want in the most efficient and helpful way.

We would welcome your suggestions as to how we could improve our client service. All of our clients are assigned a Client Manager (CM) and this will be confirmed in the Work Summary which you have either already received or will be receiving shortly. It is the responsibility of your CM to ensure that you receive the high level of service that you deserve and that we aspire to provide. They will be your main point of contact at SAS Daniels LLP and you may raise any queries that you may have with them.

The Work Summary sets out some key information about the scope of work that we will carry out for you, who will

do that work, and what we expect the costs will be. We strive to be as open and transparent as possible and will continue to update you throughout to ensure that there are no surprises.

It may be that you wish to agree a bespoke Service Legal Agreement (SLA) more suited to your needs. We are always happy to agree specific arrangements with our clients and your CM will be pleased to discuss this with you. They will also work with you to agree service standards such as response times and reporting levels to suit your requirements.

We have a dedicated Quality Team who work closely with your CM and our Chief Operating Officer. We may change or add to our procedures to ensure that our service levels continue to improve and will always notify you of any proposed improvements at the earliest opportunity.

If you would like to contact us more generally about your service requirements, then please do not hesitate to contact your CM, any of the Business Group Heads listed to the right, or me.

We are committed to promoting equality and diversity in all of our dealings with clients, employees and third parties. We are signatories to The Law Society's Diversity and Inclusion Charter. A copy of our equality and diversity policy can be made available to you at your request.

We are able to assist our clients with both their personal and business legal needs and further information about the services we provide can be found on our website: [www.sasdaniels.co.uk](http://www.sasdaniels.co.uk).

We look forward to working with you and to building a strong, long-lasting and trust-based relationship with you.

With kind regards,

**Jeremy Orrell**  
Managing partner

## Corporate

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## 1. Introduction

1.1 This document, together with our engagement letter (commonly termed the Client Care letter in SAS Daniels) and Work Summary sets out the terms of business upon which SAS Daniels LLP ("we"/"us") will provide legal services ("services") to you. In the event of there being any conflict between these Terms of Business, the engagement letter and Work Summary, the terms set out in the Terms of Business will prevail.

1.2 We are a Limited Liability Partnership registered in England and Wales under Registration Number OC333138. The Registered Address is 30 Greek Street, Stockport, Cheshire SK3 8AD. Our Registered VAT number is 157350662. It is important to appreciate that not all those who hold the title of 'partner' are 'members' of the LLP.

The word 'partner' refers both to those who are 'members' but also to those who are not but who are employees or consultants with equivalent standing and qualifications. A list of members and a list of other partners and consultants, who are not members, together with their professional qualifications, is available for inspection at our registered office or a copy can be sent to you on request.

1.3 We are authorised and regulated by the Solicitors Regulation Authority ("SRA") under Practice Number 486870 as a Solicitors Practice and are subject to the Code of Conduct prescribed by the SRA. We can provide you with further information upon request which can be obtained by contacting our firm's Chief Operating Officer, Russell Oseman, whose contact details are: Address: 30 Greek Street, Stockport, Cheshire SK3 8AD, telephone: 0161 475 7676, email: russell.oseman@sasdanIELs.co.uk. Further information is also available on the SRA website which is [www.sra.org.uk](http://www.sra.org.uk)

## Our commitment to you

### 2 SAS Daniels LLP

2.1 Your contract is a contract with SAS Daniels LLP. A limited liability partnership is a body corporate which has "members". However, it is more usual for senior professionals to be referred to as "partners". We have decided to retain the more traditional title of "partner" to describe members of SAS Daniels LLP and certain other senior employees. There is, however, no partnership between the members or between the members and SAS Daniels LLP. A reference in these terms or otherwise in the course of your dealings with us to a person being a "partner" is a reference to that person in his capacity as a member or employee of SAS Daniels LLP.

2.2 We, SAS Daniels LLP, assume full liability for and are fully and exclusively responsible for the legal services provided by our partners, consultants and employees on our behalf and there is no contract between you and any individual member, employee or consultant of SAS Daniels LLP. Any advice given to (or other work done for) you by a member, employee or consultant of SAS Daniels LLP is given (or done) by that person on behalf of SAS Daniels LLP and not in his or her individual capacity and no such person assumes any personal responsibility to you for the advice or other work.

2.3 You agree that, to the extent permitted under any applicable law, if, as a matter of law, a duty of care, or any other duty, liability or obligation would otherwise be owed to you by any member, employee or consultant of SAS Daniels LLP, such duty is hereby excluded and that no proceedings, actions or claims will be brought by you against any employee, consultant and / or member whether on the basis of breach of contract, tort (including, without limitation, negligence), breach of statutory duty or otherwise in connection with work undertaken by such persons on your behalf.

2.4 Each member, employee and consultant of SAS Daniels LLP shall be entitled to the benefit of the provisions of this clause 2 under the Contracts (Rights of Third Parties) Act 1999.

### 3 Our advice and your instructions

3.1 As part of our relationship and engagement you are obliged to ensure that we know the full background to your matter, give us timely and accurate instructions, tell us promptly of any change in circumstances having a bearing on your matter, respond promptly to our requests for instructions and information and tell us promptly if you have any queries or concerns.

3.2 We advise only on the laws of England and Wales.

3.3 Our role and advice is strictly limited to advising on the legal issues raised in your instructions.

3.4 Advice given and documents prepared by us reflect the law in force at the time of delivery and, unless otherwise agreed in writing, are for use only in connection with the specific matter on which we are instructed. You should review your legal documentation and procedures from time to time to ensure compliance with changes in law.

3.5 Unless specifically agreed in writing, we do not provide any tax work or advice (or any work required as a result of any of the parties' tax planning), accountancy advice,

pension work or pension planning, or advising on the fairness or reasonableness of any transaction. The responsibility for instructing your accountants/tax advisers will, unless otherwise agreed in writing, be yours.

3.6 Any advice provided by us will be based and be dependent upon the instructions, information and documentation supplied by you and/or your Company and you and/or your Company and other advisers, agents and employees. We will not be responsible for any consequences which may arise from a delay or failure by you, or them, to give us the instructions, information and documentation which we require.

### 4 Our hours of business

4.1 The normal hours of opening at our offices are between 09:00 and 17.30 on weekdays (excluding bank holidays). Messages can be left by voicemail on the telephone answerphone, or by email outside of those hours and appointments can be arranged at other times when this is essential.

### 5 Charges and expenses

5.1 Our fees are governed by English law which permits us to take into account a number of factors in setting our fees including the complexity of the work, its value, urgency and the time spent on it.

5.2 Our invoices are payable in the currency in which they are submitted.

5.3 Unless we have agreed an alternative basis of charging or a fixed fee in the Work Summary, our charges will be calculated on a time spent basis by reference to the charging rates set out in the Work Summary.

5.4 These hourly rates have to be reviewed periodically to reflect increases in overhead costs and inflation. If a review is carried out before this matter has been concluded, we will inform you of any variation in the rate before it takes effect.

5.5 From time to time we may arrange for some of this work to be carried out by persons not directly employed by this firm. In such circumstances we will inform you if there will be a cost and / or charge to be paid by you.

5.6 In addition to our charges, we may incur expenses (which are called disbursements) from time to time which are payable by you. Disbursements include but are not limited to Counsels' fees, experts' fees, courier charges, copying charges, enquiry agents' charges, property search and enquiry fees, Court fees, valuation fees, company law agents' fees, company search fees and travel expenses. When we incur such disbursements, we will

- incorporate these in our next invoice to you or send a separate "Disbursement Only" invoice to you.
- 5.7 We may also make other miscellaneous charges, not incorporated within our hourly rates, in respect of;
- 5.7.1 Car travel incurred on your behalf at our current rate per mile;
- 5.7.2 Other travel and subsistence costs (for example rail and air tickets) in the amounts invoiced to or incurred by us, plus VAT;
- 5.7.3 Sending electronic payments and any other bank charges;
- 5.7.4 Retrieval and transfer of documents;
- 5.7.5 Carrying out anti-money laundering and anti-fraud checks and identity searches; and
- 5.7.6 Professional indemnity top up premiums should you require cover over and above the otherwise applicable limit of indemnity of our insurance referred to in clause 10 below.
- 5.8 Unless otherwise agreed, your liability for our charges and disbursements, calculated on the above basis, commences from the moment that we are instructed and covers the initial advice that we may give as well as any subsequent work that we carry out pursuant to that advice.
- 5.9 If, for any reason, work on any matter conducted on your behalf is not finalised, we reserve the right to charge you for work done and expenses incurred based upon the hourly rate set out in the Work Summary.
- 5.10 Payment of our invoice is due within 7 days of the date of the invoice, unless an alternative period is agreed and documented in the Work Summary. If our invoice remains unpaid after 7 days you agree that we shall be entitled to:
- 5.10.1 Charge interest on overdue amounts on a daily basis at 8% per annum from the date of the invoice, or where we are acting for you in the course of business, in accordance with the Late Payment of Commercial Debts (Interest) Act 1998, from the date the invoice becomes due for payment; and
- 5.10.2 Apply any funds held on your behalf in our client account, save for those which are held by us for a specific purpose, to the payment of any overdue invoices in respect of any matter handled by us on your behalf.
- 5.11 We are required to issue our invoice in the name of the client who instructs us, even if the invoice is being paid by a third party. If VAT is chargeable on an invoice to that client, irrespective of whether it would be chargeable on an invoice to that third party, we are obliged to charge VAT on the invoice. We are happy to discuss the VAT position of non UK clients separately.
- 5.12 In the event that we stop acting for you for whatever reason, you will be liable for all charges and disbursements incurred up to the point that we stop acting for you, despite the fact that we may not have completed what we were instructed to do. You will also be liable for such further charges or disbursements which we may unavoidably be required to incur (for example, in litigation we may have to apply to the Court for a Court Order removing us from the Court's record as acting on your behalf or we may have to take steps to seek to protect your position until you have been able to make other arrangements).
- 5.13 Fees and expenses are subject to value added tax, where applicable, at the appropriate rate. This will be added to your invoice.
- 5.14 In the circumstances set out in the Solicitors Act 1974, you may have the right to object to the Invoice by applying to the Court for an assessment under Part III of that Act.
- 6 Payment arrangements and billing**
- 6.1 Unless otherwise agreed in the Work Summary we will render invoices to you monthly in arrears.
- 6.2 If we deem it appropriate, we are entitled to require you to make payment in advance of anticipated fees, charges and disbursements. In particular, we have the right to request payment for work before it is commenced and to suspend or terminate all or any part of your instructions to us and any work done for you, without further obligation to you, in the event that any such request for a payment on account or any invoice remains unpaid. This right can be exercised by us in relation either to the matter on which the particular request or invoice remains unpaid or any or all other matters, whether or not amounts remain unpaid in respect of such other matters.
- 6.3 Where we are instructed by more than one person jointly, liability for our charges, disbursements and VAT is shared between those persons on a joint and several basis so that we may recover from any one or more of those persons individually or together the full amount of our charges, disbursements and VAT notwithstanding any agreement which may be reached between those persons.
- 6.4 In addition to any right that we may have at law, we are also permitted to retain your files or any of your papers or property including funds held by us on your behalf until all monies due from or payable by you to us (whether billed or unbilled) have been paid. This is known as a lien.
- 6.5 After consultation with you, we may engage other advisers or service providers (including counsel, overseas lawyers, expert witnesses, accountants, environmental consultants and surveyors) on your matter. Any advice given by them will be their responsibility direct to you and not ours (even if incorporated or reflected in documents prepared by us) and you will be responsible for payment of their fees and expenses. Where we instruct them, we will do so as your agent.
- 6.6 Our invoices are to be paid free of any withholding, set off or deduction in any regard whatsoever.
- 7 Other parties' charges and expenses**
- 7.1 In some cases and transactions a client may be entitled to payment of costs by some other person. It is important that you understand that in such circumstances, the other person may not be required or may not be able to pay all the charges and expenses which you incur with us. You have to pay our charges and expenses in the first place and any amounts which can be recovered will be a contribution towards them. If the other party is in receipt of legal aid no costs are likely to be recovered.
- 7.2 If you are successful and a Court orders another party to pay some or all of your charges and expenses, interest can be claimed on them from the other party from the date of the Court order. We will account to you for such interest to the extent that you have paid our charges or expenses on account, but we are entitled to the rest of that interest.
- 7.3 You will also be responsible for paying our charges and expenses of seeking to recover any costs that the Court orders the other party to pay to you.
- 7.4 A client who is unsuccessful in a Court case may be ordered to pay the other party's legal charges and expenses. That money would be payable in addition to our charges and expenses. It may be possible to take out insurance to cover liability for such legal expenses. Please discuss this with us if you are interested in this possibility.
- 8 Funds held, interest and commission**
- 8.1 Any monies received by you or on your behalf in connection with any matter shall be at your risk until applied by us in accordance with your written instructions. We shall not be responsible for any loss or damage

- arising from failure, refusal or inability of any bank or other financial institution to repay all or any part of such monies at any time or from their insolvency or failure, or the failure in or of the banking or interbank systems. In such circumstances it may not be possible to complete any matter in accordance with the terms of our engagement. Nothing in this clause shall limit our liability for loss or damage arising out of our reckless disregard of professional obligations, fraud or other liabilities which cannot lawfully be restricted or excluded nor for loss occasioned by our negligence subject always to the limitation on such liability in these Terms of Business or such other limitation as has been agreed with you in writing.
- 8.2 In accordance with the SRA Accounts Rules 2011, we have a written policy on payment of interest so as to provide a fair outcome for you. A copy of this policy can be obtained by contacting our firm's Chief Operating Officer, Russell Oseman, whose contact details are set out in section 1.3 of these Terms of Business. The main provisions of the policy and our Terms of Business relating to the payment of interest appear in the following sub paragraphs:
- 8.2.1 If we hold money in a general client account on your behalf, or if money should have been held on your behalf but was not, then we will account to you for a sum in lieu of interest calculated as below. We are not obliged to hold your funds in a high interest account.
- 8.2.2 We will not account to you for any interest in the following situations:
- 8.2.2.1 If the amount calculated is £50 or less;
- 8.2.2.2 On money held for the payment of a professional disbursement if the person to whom the money is owed has requested a delay in settlement;
- 8.2.2.3 On money held for the Legal Services Commission;
- 8.2.2.4 On an advance from us into our general client account to fund a payment on your behalf in excess of funds already held for you in that account;
- 8.2.2.5 If there is an agreement to contract out of the provisions of this policy;
- 8.3 If we hold money in a separate designated client account on your behalf, we will account to you for all the interest earned on that account.
- 8.4 If money is held for a continuous period, and for part of that period it is held in a separate designated client account, we will account to you for a sum in lieu of interest for the rest of the period when the money was held in a general client account regardless of whether or not it is less than £50.00.
- 8.5 We will normally calculate and pay interest once your matter has been concluded.
- 8.6 In calculating interest we will apply a rate that we believe reflects the market rate of interest paid on an instant access current account offered by a UK high street bank over the period when interest is due. This rate of interest shall be calculated by reference to the current rate of interest paid to the firm by our bankers, currently Barclays PLC, on the client account.
- 8.7 We will review the interest rates quarterly and also whenever the Bank of England changes its Bank Rate.
- 8.8 In determining the period over which interest is to be calculated, we will consider all relevant factors, including the period between the date when the relevant funds received by us clear our account and, if we send the funds electronically, the date when the funds are sent or, if we send the funds by cheque, the day the cheque is raised.
- 8.9 In the event that commission is received by us from a financial institution, brokers or others, details of the commission and of the amount of commission, or how it is calculated, will be supplied. If we are to retain this commission, we will seek your consent, but make it clear that you will be entitled to withhold that consent.
- 8.10 Should you transfer funds to us prior to your identity being verified (see clause 9 below) we may be unable to return those monies to you or to pay them to any third party without the prior consent of the National Crime Agency ("NCA").
- 8.11 The period for which interest will be paid will normally run from the date(s) on which cleared funds are received by us until the date(s) of issue of any cheque(s) from our client account(s). If you are an individual and an EU resident, we may inform HM Revenue and Customs ("HMRC") of any interest we pay to you and they may inform the relevant tax authorities in the jurisdiction in which you are resident. You will be responsible for paying any tax in respect of any interest, whether the interest is applied towards discharge of an invoice or is paid over to you.
- 9 Identity, disclosure and money laundering requirements**
- 9.1 As an organisation we are bound by the Proceeds of Crime Act 2002 and corresponding Money Laundering Regulations (together "Regulations").
- 9.2 As part of the Regulations we are required to verify your identity before undertaking any work on your behalf. When requested, you will provide the necessary information to enable us to check your identity for the purposes of our statutory and professional obligations.
- 9.3 We are obliged to refuse to act for you if we are unable to obtain appropriate proof of identity for yourself or for any principal whom you may represent. You agree that whenever we deem it appropriate we may obtain such proof by utilising on-line ID verification services provided by third party agencies. You agree that we may use personal information provided by you in order to conduct appropriate anti-fraud checks. Personal Information that you provide may be disclosed to a credit reference or fraud prevention agency, who may keep a record of that information.
- 9.4 For the same reason, in addition to our express rights under clause 8 below, where, with reference to our obligations under the Money Laundering Regulations, we have any doubts about the funding of a transaction by any third party or the legitimacy of any matter or transaction, then we reserve the right to delay progress or completion until we have satisfied ourselves of the identity of that third party or the legitimacy of the matter or transaction, and, without prejudice to any other limitation of liability contained in these Terms, we will not be liable for any loss caused by such delay.
- 9.5 Under the Regulations we are also, in some cases, required to report to NCA, with or without your knowledge, suspicions which we may have that a matter in which we are or are asked to become involved in is related, or being used, to facilitate Money Laundering or if we suspect that you, or any party involved in the transaction or matter, is engaged in Money Laundering. By instructing us you thereby expressly authorise us to comply with the Money Laundering Regulations, including, but not limited to, notifying NCA of the matter in which we are or are asked to become involved, if we suspect that Money Laundering is, has, or may be taking place, or otherwise come under an obligation to so notify any relevant authorities. NCA may withhold permission for us to continue with your matter and require us to pass information on to any relevant body such as HMRC and an investigation may take place any time in the future.

9.6 The obligation to comply with the Regulations, in certain circumstances, overrides the duty of Solicitor/client confidentiality. We shall be under no obligation to you in this regard should we need to comply with the Regulations.

9.7 We will not be liable for any loss, damage or delay arising out of the firm's compliance with any statutory or regulatory requirement.

9.8 Circumstances may arise where we have to approach you to seek your consent to report a matter to the relevant authorities. For instance, we may take the view that by proceeding with your instructions we may be assisting in the commission of a Money Laundering offence. In the event that you refuse such permissions, we reserve the right to cease acting on your behalf. In such circumstances, you will be liable for our costs and charges in accordance with these Terms of Business.

## 10 Investments and insurance

10.1 "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 distribution activity. The relevant register is called the EPF register. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the Solicitors Regulation Authority (or Council for Licensed Conveyancers). The register can be accessed via the Financial Conduct Authority website.

10.2 We might occasionally recommend or arrange insurance policies on behalf of our clients if this is necessary for the proper provision of our legal services. Although we will take reasonable steps to ensure that any recommendation we make is suitable for your needs, it will not necessarily result in a fair analysis of the market because the provision of the insurance distribution service (as it is called) is secondary to the provision of our main service and there is no separate charge for this undertaking. We only select products from a limited number of insurers but are not contractually obliged to conduct business this way. Details of insurance undertakings with which the firm conducts business are available upon request.

10.3 The Law Society is a designated professional body for the purposes of the Financial Services and Markets Act 2000, but responsibility for regulation and complaints handling has been separated from the Law Society's representative functions. The Solicitors Regulation Authority is the independent regulatory body of the Law Society and the Legal Ombudsman is the independent complaints handling body established under the Legal Services Act, 2007"

## 11 Data Protection

11.1 For the purposes of this clause (11) please note that the following phrases will have the following meaning

11.1.1 Data Protection Legislation: the UK Data Protection Legislation and (for so long as and to the extent that the law of the European Union has legal effect in the UK) the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to privacy.

11.1.2 UK Data Protection Legislation: any data protection legislation from time to time in force in the UK including the Data Protection Act 1998 or 2018 or any successor legislation.

11.2 We will comply with all applicable requirements of the Data Protection Legislation. This clause (11) is in addition to, and does not relieve, remove or replace, our obligations under the Data Protection Legislation.

11.3 Please note that In this clause (11) , Applicable Laws means (for so long as and to the extent that they apply to us) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and Domestic UK Law means the UK Data Protection Legislation and any other law that applies in the UK.

11.4 Please ensure that you have all necessary and appropriate consents and permissions in place to enable the lawful transfer by you of any personal data you provide to us to enable us to provide our services to you.

11.5 In relation to any personal data processed by us in connection with the performance by us of our legal services to you, we will:

11.5.1 Process that personal data only in accordance with the written instructions you provide to us from time to time; and unless we are required by Applicable Laws to otherwise process that personal data. If we are relying on laws of a member of the European Union or European Union law as the basis for processing the personal data, we will notify you of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit us from notifying you;

11.5.2 Ensure that we have in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data that is appropriate.

11.5.3 Ensure that all our personnel who have access to and/or process personal data are obliged to keep such personal data confidential; and

11.5.4 Not transfer any personal data outside of the European Economic Area without your prior consent and we will in so far as we are reasonably able ensure that certain safeguards and conditions are in place:

11.5.5 Comply with our obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators where appropriate;

11.5.6 Notify you without undue delay on becoming aware of a personal data breach;

11.5.7 As and when appropriate and in accordance with our policies we will, delete or return personal data and copies to you unless we are required by Applicable Law or otherwise to lawfully store and retain the personal data; and

11.5.8 Maintain accurate records and information to demonstrate our compliance.

11.6 During the course of acting for you and providing our services to you we may well be required to send your personal data to other professionals and consultants who will work with you and us, they will be regarded as a third-party processor of the personal data and in some cases may be regarded as a joint controller with us.

11.7 Please note that we may need to revise this clause (11) by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification or regulatory scheme.

## 12 Communication and client confidentiality

12.1 We will treat all information that you provide to us and about matters dealt with by us (other than information which is in the public domain) as confidential. We will not disclose any such confidential information to any third party, except with your prior written consent or as necessary or customary in the normal performance of our services (for example, passing it to other professionals and consultants to assist us or you with your matter, that is unless you expressly request us not to) or as required or permitted by law or any regulatory authority to which we are subject.

12.2 Where we act for other clients in the same industry or sector as you and in so doing obtain information confidential

to those clients but relevant to you, we will be under no obligation to disclose that information to you.

- 12.3 We may be asked to act for another party on a matter in circumstances where we hold information for you (in respect of which we owe you a duty of confidentiality) which may be relevant to that other party. You agree that we may act for the other party even though their interests in the proposed matter may be adverse to your own provided that:
- 12.3.1 There is no legal conflict of interest;
- 12.3.2 We agree to put in place and maintain appropriate measures to safeguard the confidentiality of the information that we hold for you;
- 12.3.3 We consider it reasonable in all the circumstances for us to act; and
- 12.3.4 You accept in these circumstances that we will be under no obligation to disclose to you any information which we obtain for the other client.
- 12.4 We will communicate with you via the most appropriate means possible whether this is by telephone, email, letter or fax. We cannot ensure the security of communicating with you via a particular means as all communication is susceptible to interception. In relation to email, we would ask you to note that the internet is less secure than other forms of communication and is susceptible to both error as to destination and delay. Email, furthermore, can sometimes fall into the hands of third parties.
- 12.5 You will treat all information we provide to you (other than information which is in the public domain) as confidential including, without limitation, legal advice given to you and the contents of our engagement letter and Work Summary to you. You will not disclose any such confidential information to any third party, except with our prior written consent or as required or permitted by law or any regulatory authority to which you are subject.
- 12.6 Should you wish to pass to a third party any advice we have provided to you and we consent to this, we will not accept liability to that third party unless we have previously agreed this in writing.
- 12.7 We advise a large number of clients and may be in a position where we are advising entities with competing interests to your own. Whilst we will do our best to ensure that we do not accept instructions where there is, or is a significant risk of, a conflict with your interests in the matter on which we are instructed or related matters, we may not be able to anticipate all such situations. If you become aware of a situation which you perceive could

involve a conflict, you should inform us of it promptly.

- 12.8 We shall not be under any obligation to disclose to you or use on your behalf any information in respect of which we owe a duty of confidentiality to another client (or any other person). We may act for another client, notwithstanding that we hold confidential information relating to you and which may be material to that client, provided that such client has waived disclosure of such information and proper arrangements have been put in place to ensure that such information is not disclosed to such client or those advising it.

## 13 Conflicts of interest

- 13.1 We are subject to strict legal and professional obligations not to act for you where we have a conflict of interest. Should a conflict of interest arise, we will discuss the matter with you with a view to resolving the conflict. If we cannot, it may be necessary for us to cease acting for you on that matter or generally and you agree that in these circumstances this will not prevent us from acting for another party involved in the matter giving rise to the conflict. In the absence of a legal conflict of interest, our relationship with you will not prevent us from acting for other clients.

## 14 Other regulatory issues

- 14.1 Where any matter on which we advise is within the scope of the City Code on Takeovers and Mergers ("the City Code") you and we will comply with the provisions of the City Code. In particular, you agree and acknowledge that:
- 14.1.1 If you or your other advisers or agents fail to comply with the City Code, we may withdraw from acting for you; and
- 14.1.2 We are obliged to supply to the Takeover Panel any information, books, documents or other records concerning the services or transaction which the Panel may properly require.
- 14.2 If a matter involves the acquisition by you of an interest in land in the UK, you may incur a liability to Stamp Duty Land Tax (SDLT). The SDLT regulations impose an obligation on buyers and tenants of land to complete a land transaction return and to account for the tax within 30 days of the effective date of the transaction, and to retain relevant papers and records for six years. Penalties are imposed for late payment of SDLT or for breach of the regulations. It is also a requirement that a land transaction return is signed by you. Delay in doing so may result in delay in completion, or cancellation, of the application to register your title at the Land Registry and we accept no liability for any loss you may incur

on that account nor for errors in that form which arise from information supplied by you. The effective date of a transaction will be earlier than the formal completion date if the transaction is substantially performed at an earlier date; for example, if the buyer pays a substantial part of the price, or takes possession of the land, before completion. In that event, SDLT will be payable within 30 days of that earlier date.

- 14.3 The Financial Conduct Authority's Disclosure Rules require a person (the issuer) whose financial instruments have either been admitted to trading on a regulated market in the UK or are the subject of an application for admission to trading on such a market, to ensure that the issuer and persons acting on its behalf draw up and maintain a list of persons working for them who have access to inside information relating directly or indirectly to the issuer (an insider list). We will only maintain an insider list in relation to any matter if you notify us that you require us to do so. We confirm that we will take the necessary measures to ensure that every person whose name is on an insider list has acknowledged the legal and regulatory duties involved and is aware of the sanctions which attach to the misuse or improper circulation of such information.

## 15 Data rooms and deal rooms

- 15.1 As part of our services we may provide the use of a web-based electronic deal room and document storage facility. Information placed in this facility is the subject of contractual undertakings from the external service provider designed to ensure its confidentiality. Where this is within the control of SAS Daniels, we will make every effort to ensure we use a preferred supplier which has undergone SAS Daniels' due diligence and whose servers are located in the EEA.
- 15.2 Unless you tell us not to do so, we may place the information you supply to us in the deal room.
- 15.3 Access to and use of this facility is subject to the terms and conditions available from the facility website with which you and your staff will be required to abide.

## 16 Quality standards

- 16.1 We are accredited by the Legal Services Commission and also hold the Law Society's Quality Assurance Standard, Lexcel, and Investors in People. Such accreditations require a quality system to be in place which guarantees the highest levels of service to clients.
- 16.2 In order for the firm to be properly assessed for accreditation it is necessary for certain files of clients to be made available to the assessing body for review. As the firm owes you a duty of confidentiality we consider it proper to inform you of the possibility of files

relating to your affairs being disclosed to the assessing body as part of the review process. Files are randomly selected for review. The assessing body will not, of course, disclose any information contained in those files to any third party. The assessing body is only concerned to ensure that your affairs receive the level of attention appropriate to our quality system.

16.3 You are free to inform us that you do not wish files relating to your affairs to be disclosed and indeed you may refuse to give your consent at any time without reason. Your request will not affect in any way the quality of the work we carry out on your behalf.

## 17 Files, documents and storage of papers

17.1 We may store files and other documents relating to your matters either electronically or in paper format.

17.2 We will keep your file of papers for you in storage either as a physical or electronic file and we will advise you of the period of time for which your papers will be stored when your case is concluded. After that period, storage is on the clear understanding that we have the right to destroy it after such period as we consider reasonable or to make a charge for storage if we ask you to collect your papers and you fail to do so.

17.3 We will not destroy any documents such as Wills, Deeds, and other securities, which you ask us to hold in safe custody upon the conclusion of your instructions. Under certain circumstances a charge will be made to you for such storage.

17.4 If you ask us to pass you any of your files and documents, we can choose to do so either in paper or electronic format. This does not affect your Right to Portability under data protection legislation.

17.5 If we retrieve papers or documents from storage in relation to continuing or new instructions to act in connection with your affairs, we will not normally charge for such retrieval. However, we may make a charge based on time spent for producing stored papers or documents to you or another at your request. We may also charge for reading, correspondence or other work necessary to comply with your instructions.

## 18 Copyright in documents

18.1 Original materials which we generate for our clients are protected by copyright which belongs to us. The fee you pay for our work gives you an implied licence to make use of those documents for the purposes for which they were obtained and for all reasonably associated purposes. You do not, however, obtain ownership of the copyright in our work products unless we specifically agree to this in writing.

## 19 Professional indemnity insurance and limitation of liability

19.1 We are subject to a legal requirement to hold professional indemnity insurance as a result of the Provision of Services Regulations 2009. The relevant policy is held at our firm's office at 30 Greek Street, Stockport, Cheshire, SK3 8AD and can be obtained by contacting our Chief Operating Officer, Russell Oseman, whose contact details are set out in clause 1.3 of these Terms of Business.

19.2 In the event that we are found to be liable to you, we are insured, subject to policy terms and conditions. However, the amount for which we are insured is subject to financial limitations. In any event, by these Terms of Business, unless specifically agreed in writing to the contrary in relation to any particular matter by a Member of SAS Daniels LLP, and as regards any liability which we would otherwise have to you, or any third party, in respect of all loss or damage claimed, or any costs incurred, on whatever basis claimed (whether in contract, tort or otherwise), we:

19.2.1 Exclude any liability of whatever nature arising as a direct or indirect consequence of our compliance in good faith with the Money Laundering provisions referred to in clause 9 of these Terms of Business or any other statutory, professional or regulatory obligation (and, for the avoidance of doubt, this includes liability for delays caused by our having to seek consent from the relevant authorities pursuant to the Money Laundering Regulations); and

19.2.2 Without the exclusion in 19.2.1 in any way being affected, and unless otherwise agreed between us, in all cases limit our liability, or that of any of our partners and staff, in total to the maximum aggregate sum of £3,000,000 (including interest and costs) for any claim or claims arising out of:

19.2.2.1 The same act or omission;

19.2.2.2 A series of related acts or omissions;

19.2.2.3 The same act or omission in a series of related matters or transactions; and

19.2.2.4 Similar acts or omissions in a series of related matters or transactions.

19.3 We will not in any circumstances be liable for any consequential or indirect losses, damages or costs or for any losses, damages or costs attributable to loss or profit or opportunity.

19.4 If we are jointly or jointly and severally liable to you with any other party, whether or not you in fact claim against another party, we shall only be liable to pay you the proportion which is found to be fairly and reasonably due to our fault. We shall not be liable to pay you the proportion which is due to the fault of another party or for which another party would otherwise be liable.

19.5 Any sum due from us to you shall be reduced by the proportion for which another party would have been found liable if either:

19.5.1 You had also brought proceedings or made a claim against them; or

19.5.2 We had brought proceedings or made a claim against them under the Civil Liability (Contribution) Act 1978 or any similar enactment under any other relevant jurisdiction.

19.6 Save where, by law, or regulatory provision affecting the Solicitors' profession, such liability cannot be excluded, no member or employee will be individually liable to you either in contract or in tort. The expression "employee" means all persons currently, or previously, employed by SAS Daniels LLP, and anyone who may become an employee during our conduct of this case or any other business on your behalf. This clause is intended to benefit such employees who may enforce this clause pursuant to the Contracts (Rights of Third Parties) Act 1999. Notwithstanding any benefits or rights conferred by these Terms of Business on any third party by virtue of that Act, the parties to these Terms of Business may agree to vary or rescind these Terms of Business without any third party's consent.

19.7 Without prejudice to any other exclusion or limitation on liability (and subject to clause 18.8 below), we exclude all liability for any loss or damage, whether direct or indirect, caused by any communication whether by post, fax or email being misdirected or intercepted by third parties.

19.8 Any exclusion of, or limitation on, our liability contained in these Terms of Business shall apply to work done under these Terms of Business and any future work unless we agree different terms with you. Without prejudice to reliance on clause 18.7 above, and subject to clause 18.10 below, any such exclusions of, or limits on, liability contained in this agreement are intended, pursuant to the Contracts (Rights of Third Parties) Act 1999, to benefit any individual partners, employees or consultants against whom you may seek to claim, on any ground whatsoever

19.9 Nothing in these Terms of Business shall exclude, restrict or prevent action in respect of any liability arising from fraud, dishonesty, or

reckless disregard of our professional obligations or for death or personal injury caused by our negligence, or other liabilities which cannot lawfully be limited or excluded.

19.10 The provisions of this clause shall in any event be subject to Rule 2 of the Solicitors' Code of Conduct, or any other similar requirements in force at the relevant time which provides that any financial limitation on liability should not be below the minimum level of cover ("Minimum Cover Amount") required by the Solicitors' Indemnity Insurance Rules for a policy of qualifying insurance and in any event that amount set out in clause 18.2.2 above is below the Minimum Cover Amount, the Minimum Cover Amount shall apply instead of the figure of £3,000,000 referred to in that sub-clause.

19.11 If any part of these Terms which seeks to limit or exclude liability (including provisions as to amount, or compliance or purported compliance with the Money Laundering provisions) is found by a Court to be void or ineffective on the grounds that it is unreasonable or does not accord with any professional obligation, or otherwise, the remaining provisions shall continue to be effective.

19.12 Should you want to vary these limitations we shall be pleased to discuss it with you but we reserve the right to vary our Work Summary accordingly.

19.13 Our duty of care under this contract and any duty of care we may also owe as a matter of law is a duty owed to you alone. We do not owe a duty of care to any third party and assume no responsibility to any third party in respect of the performance of our duties to you.

## 20 Termination

20.1 You may terminate your instructions to us in writing at any time but we will be entitled to keep all your papers and documents while there is money owing to us for our charges and expenses. If at any stage you do not wish us to continue doing work and/or incurring charges and expenses on your behalf, you must tell us this clearly in writing.

20.2 We will only cease working for you if we have reasonable grounds to do so in which case we will advise you of the reason and give you reasonable notice in writing. Such grounds include but are not limited to:

20.2.1 If you do not pay an invoice on time or at all in relation to any matter on which we are working for you; or

20.2.2 If you do not comply with a request for a payment on account of our fees or expenses in relation to any matter on which we are working for you; or

20.2.3 If we are unable to obtain adequate and/or any instructions from you; or

20.2.4 If a conflict of interest has arisen; or

20.2.5 If carrying out your instructions or continuing to work for you would infringe the law or the rules of the Solicitors Regulation Authority or any other regulatory body with whose rules we are required to or customarily comply together with any other law; or

20.2.6 If you fail or refuse to disclose to us what we reasonably consider to be material information relating to your matter or case; or

20.2.7 If in our reasonable opinion we conclude that it is no longer in your best interests for us to act for you and/or there is any deterioration or breakdown of the mutual relationship of trust and confidence; or

20.2.8 If in our reasonable opinion your behaviour is or becomes awkward, unpleasant or oppressive or is such that it dominates our time unreasonably with texts, telephone calls, emails, correspondence, messages and appointments or is obstructive or if you make, initiate, engender or occasion any sexual advances or innuendos or use or threaten to use violence to any of our partners, employees, consultants or visitors to our premises or behave in any other inappropriate way; or

20.2.9 If you become insolvent or suffer from mental incapacity which will, in any event, automatically terminate the contract between you and us by operation of law; or

20.2.10 If we are prevented from acting by the National Crime Agency or the Solicitors Regulation Authority.

20.3 Termination by you or by us for any of the above reasons will not affect our right to payment from you for work done up to the date of termination.

20.4 If, for any reason, work on any matter conducted on your behalf is not finalised, we reserve the right to charge you for work done and expenses incurred based upon the hourly rate set out in the Work Summary.

20.5 Where we cease or suspend work on a matter we will also have the right to cease or suspend work on any other matter for you and may apply, where

appropriate, to be taken off the record as Solicitor for the matter. However, we would tell you before we took such a step.

## 21 Cancellation

21.1 Under the Consumer Contracts Regulations 2013 ('the Regulations') in a case where you are a consumer acting for purposes which are wholly or mainly outside an individuals trade, business, craft or profession, you have the right to cancel this contract and your instructions, without charge, within 14 days without giving any reason, if the contract between us and the instructions to act is by virtue of an "Off Premises Contract" or "Distance Contract" as defined by the Regulations. However, if you make an express request for us to start work within the cancellation period and work is undertaken in relation to your matter, you will lose the right to cancel this contract and we will have a right to charge you for such work. To exercise the right to cancel you must inform us of your decision to cancel this contract by clear notice given by letter, fax or email to your Client Manager. We can provide you with a Cancellation Form if required. If you require any further information in relation to your rights under the Regulations, please contact your Client Manager.

## 22 Non-solicitation

22.1 You undertake that for the period during which we act or provide advice in relation to any matter and for a period of 6 months after the completion of the last matter upon which we have been instructed by you, you will not:

22.1.1 Solicit or entice away (or assist anyone else in doing so) any member of our professional staff with whom you or any of your employees have had dealings in connection with any matter during the 12 months immediately prior to your approach; or

22.1.2 Employ any such person or engage them in any way to provide services to you whether independently or as a partner or employee of any other firm or company. This undertaking shall not apply in respect of any member of our staff who, without having been previously approached directly or indirectly by you, responds to an advertisement placed by you or on your behalf.'

## 23 Complaints

23.1 Our aim is to offer all our clients an efficient and effective service at all times. We are proud to be holders of Lexcel and Investors in People accreditation as well as holding a franchise with the Legal Services

Commission. Our clients and our staff are of first importance to us. We hope that you will be pleased with the work we do for you. However, should there be any aspect of our service with which you are unhappy, including a complaint about our charges and expenses, please raise your concern in the first place with the CM with whom you have been dealing. He or she will be happy to provide you with a copy of our Complaints Policy and Procedure which sets out details of how we handle complaints on a step by step basis.

- 23.2 The person with overall responsibility for this Procedure is our Client Care Partner; Jeremy Orrell. You can write to him at 30 Greek Street, Stockport, Cheshire SK3 8AD, phone him on 0161 475 7676 or email jeremy.orrell@sasdaniels.co.uk. If you have not already received one, he will be happy to provide you with a copy of the Complaints Policy and Procedure.
- 23.3 If you remain unhappy with the outcome of your complaint after following our own internal procedure you can contact the Legal Ombudsman at PO Box 6806, Wolverhampton WV1 9WJ about your complaint and its resolution. Any complaint to the Legal Ombudsman must usually be made within 6 months of the date of our final decision on your complaint but for further information you should contact the Legal Ombudsman on 0300 555 0333 or email at enquiries@legalombudsman.org.uk. However, please note that the Legal Ombudsman will not be able to deal with any complaint if you have applied to the Court for an assessment of our charges and expenses under Part III of the Solicitors Act 1974.

## 24 Merger

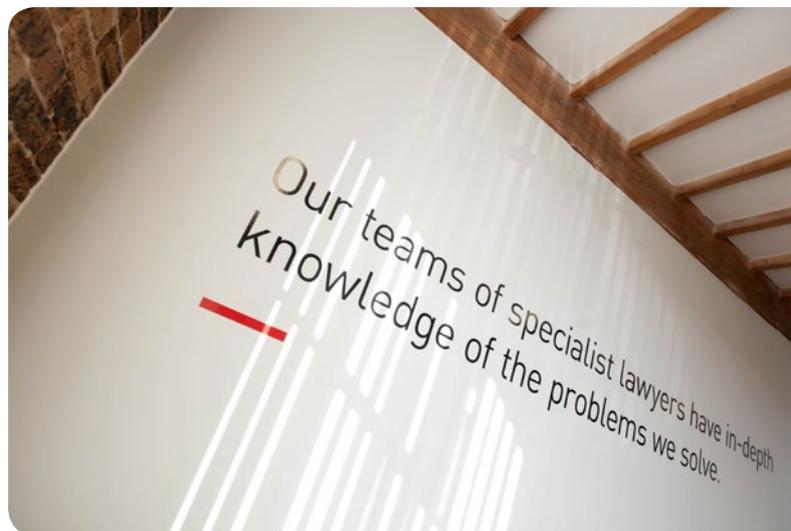
- 24.1 If we transfer all or substantially all of our business to another firm ("Successor Entity"), our engagement with you shall not automatically terminate by reason of such transfer. You agree that the Successor Entity is automatically appointed by you so that continuity of service can be provided to you. Both the Successor Entity and you may rely on the engagement letter and Work Summary and these Terms of Business as setting out the continuing terms of our engagement. If such transfer requires some formal action by you then you will take such steps as are necessary to enable continuity of our services.
- 24.2 Subject to Clause 22.1 above, you will not have the right to assign or transfer the benefit or burden of our engagement without our written consent.

## 25 General matters

- 25.1 Unless we agree in writing to the contrary, the advice provided and the work carried out by us in relation to any matter forming the subject of these Terms of Business is intended to be relied upon only by you and not by any other third party or person.
- 25.2 These Terms of Business and our services are governed by English law and you and we both submit irrevocably to the jurisdiction of the English Courts in relation to any dispute between us.
- 25.3 Except where the context otherwise requires, each of these Terms of Business shall be regarded as independent of every other term so that if any such term or the application of any such term to any person or to any circumstance is found to be invalid or unenforceable, then such finding will not affect any other term or the application of such term to any other person or circumstance.
- 25.4 No variation of these Terms of Business shall be effective unless it is in writing and is signed by one of our Members.
- 25.5 You will always remain responsible for any commercial decision you make and we cannot advise on the commercial or financial decisions that you make on any matter in relation to which we are instructed.
- 25.6 This agreement and all rights under it may be assigned by SAS Daniels LLP.
- 25.7 Except as stated in these terms, neither you nor us intend any term of our agreement to be enforceable by any third party.
- 25.8 Unless otherwise agreed, and subject to the application of then current hourly rates, these Terms of Business shall apply to any future instructions given by you to this firm.
- 25.9 We may, by one month's written notice to you, modify these Terms of Business from time to time to reflect our current practice and/or changes to professional and other regulatory requirements which we are obliged to meet.
- 25.10 Your continued instructions will amount to acceptance of our engagement letter and Work Summary and these Terms of Business. In various circumstances, we may have begun work on your behalf before receipt by you of the engagement letter, Work Summary and these Terms of Business. In such circumstances, the terms set out in the engagement letter, Work Summary and in these Terms of

Business will apply to the relationship between us from the moment we begin to work on your behalf.

- 25.11 We have formal procedures in place to ensure equal opportunities. We view diversity as critical to the nature of our business and have created a working environment where people from different backgrounds can thrive. We are committed to treating all prospective and existing employees, partners, clients and third parties equally and without regard to gender, marital status, ethnic origin, age, disability, sexual orientation or religious belief. Our Equality and Diversity Policy is available on request. You are required during our engagement to adhere to such policies.
- 25.12 These Terms of Business supersede any earlier agreement with you. Unless you and we agree otherwise these terms of engagement will constitute the entire agreement between us in relation to our engagement.
- 25.13 Save as provided in these Terms of Business and in relation to partners and employees who may, by virtue of these Terms of Business, rely on the limits and/or exclusions on/of liability contained in these Terms of Business, a person who is not a party to the terms of our engagement by you shall have no right to enforce or rely on any of its terms under the Contracts (Rights of Third Parties) Act 1999. You agree not to make our work, including any advice given to you, available to third parties without our written permission, and we accept no responsibility to third parties for any aspect of our professional services or work that is made available to them.
- 25.14 Any failure by us to pursue our legal rights or any relaxation of any of them shall not be taken as a waiver or compromise of any such rights.



[www.sasdaniels.co.uk](http://www.sasdaniels.co.uk)

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