



Terms of Business

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Our contract with you

These Terms of Business (as updated from time to time) apply to all work we do on your behalf. It is an important document—please read and keep it in a safe place for future reference.

Each time you instruct us on a new matter we will send you a letter confirming your instructions and setting out the scope of the work we will carry out for you, our fees and individual contact details. This is called the Engagement Letter. These Terms of Business should be read together with the Engagement Letter—together they form the contract between us. If there is any inconsistency between our Terms of Business and the Engagement Letter, the Engagement Letter will take priority. Your continuing instructions in this matter will amount to your acceptance of these Terms of Business.

These Terms of Business are subject to change from time to time and are updated on our website at www.dpmlegal.co.uk.

This contract and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales. The purpose of this document is to confirm the arrangements between us. Your continuing instructions in this matter will amount to your acceptance of these Terms of Business.

Business hours

We are normally open between 9.00 am and 5.30 pm from Monday to Friday. We may be able to arrange appointments outside of these hours, in cases of emergency. We are closed on all bank holidays.

Our responsibilities

We will:

- treat you fairly and with respect;
- communicate with you in plain language;
- review your matter regularly;
- advise you of any changes in the law that affect your matter; and
- advise you of any reasonably foreseeable circumstances and risks that could affect the outcome of your matter.

Your responsibilities

You will:

- notify us if your contact details change;
- provide documents when we ask for them and respond promptly when we ask for instructions or information;

- tell us immediately if your expectations change or if you are not sure you understand what we have discussed;
- notify us immediately if you receive any email or other communication purporting to be from the firm stating that we have changed our bank details or payment arrangements; and
- let us know about any other changes that may affect the way we deal with your matter, including any changes that may affect your tax status in any jurisdiction.

Scope of our legal services

The scope of the services we will provide is set out in the Engagement Letter. We will provide legal advice and services to you with reasonable care and skill. However, the nature of many types of legal work means that it is not possible to guarantee a particular outcome.

We will not advise on surveying, valuation, commercial viability, trading or marketability issues. We only advise on tax when we have expressly agreed in writing to do so. Except as described at section 13 (Financial services), we do not provide financial services or advice.

If you ask us to obtain advice from another law firm, that firm will be responsible for the service and advice they provide.

Unless otherwise agreed in writing, our advice and any documents we prepare:

- are for use only in connection with the specific matter on which we are instructed, can only be relied on by you; and
- reflect the law in force at the relevant time.

Service levels and frequency of communication

We will update you by telephone or in writing (including email) with progress on your matter and will explain to you the legal work required as your matter progresses.

We will update you on the likely timescales for each stage of this matter and any important changes in those estimates. Whenever there is a material change in circumstances associated with your matter, we will update you on whether the likely outcomes still justify the likely costs and risks.

We will regularly update you on the cost of your matter.

Group Structure

DPM Legal is a trading name of DPM Legal Services Limited.

DPM Legal Services Limited is wholly owned by Dentons Holdings Limited and is therefore a sister company to Dentons Pension Management Limited and Dentons Investment Services Limited. However, DPM Legal Services Limited is an entirely separate and distinct entity from the other group companies and is separately regulated (by the Solicitors Regulation Authority).

There is no fee sharing, referral fee or any other financial arrangement in place between DPM Legal Services Limited and the other group companies and there is no requirement on you to

use the services of DPM Legal Services Limited. Any referrals to or from other members of the group are made without any assumption of liability on the part of that member, without imposing any obligation on you and without any financial benefit or incentive passing between the members of the group.

Limit of liability

Your contract is solely with DPM Legal Services Limited, which has sole legal liability for the work done for you and for any act or omission in the course of that work. No representative, director, officer, employee, agent or consultant of DPM Legal Services Limited, will have any personal legal liability for any loss or claim.

Unless explicitly agreed otherwise, in writing:

- we do not owe, nor do we accept, any duty to any person other than you; and
- we do not accept any liability or responsibility for any consequences arising from reliance on our advice by any person other than you.

We are not responsible for any failure to advise or comment on matters falling outside the scope of our instructions, as set out in these Terms of Business and the Engagement Letter.

Our maximum liability to you (or any other party we have agreed may rely on our services) in relation to any single matter or any group of connected matters which may be aggregated by our insurers will be £3,000,000 including interest and costs unless we expressly state a different figure in the Engagement Letter.

If you are a business client we will not be liable for any of the following (whether direct or indirect):

- losses not caused by any breach of contract or tort on the part of the firm;
- loss of revenue;
- loss of profit;
- loss of or corruption to data;
- loss of use;
- loss of production;
- loss of contract;
- loss of opportunity;
- loss of savings, discount or rebate (whether actual or anticipated); and
- harm to reputation or loss of goodwill.

If you are a consumer client we will not be liable for:

- losses that were not foreseeable to you and us when this contract was formed;
- losses not caused by any breach on the part of the firm; and
- business losses, including losses sustained by any individual not acting for purposes of their trade, business, craft or profession.

Nothing in these Terms of Business shall exclude or restrict our liability in respect of:

- death or personal injury caused by our negligence;
- fraud or fraudulent misrepresentation;
- any losses caused by willful misconduct or dishonesty;
- any other losses which cannot be excluded or limited by applicable law.

We will not be liable for any consequential, special, indirect or exemplary damages, costs or losses, or any damages, costs or losses attributable to lost profit or opportunity.

We can only limit our liability to the extent the law allows. In particular, we cannot and do not limit our liability for death or personal injury caused by negligence.

Please ask if you would like us to explain any of the terms above.

To comply with our regulatory obligations and the terms of our professional indemnity insurance, we may disclose relevant documents and information to insurers, brokers and insurance advisers on a confidential basis. This could include details of any circumstances arising from our work for you that might give rise to a claim against us. You agree to such disclosure by us even if the documents and information in question are confidential and/or subject to legal professional privilege.

Please ask if you would like us to explain any of the terms above.

Privacy and data protection

We use your personal data primarily to provide legal services to you, but also for related purposes as described in the attached Privacy policy, which includes:

- conducting checks to identify you, verify your identity and screen for financial or other sanctions
- gathering and providing information required by or relating to audits, enquiries and investigations by regulatory bodies
- complying with professional, legal and regulatory obligations that apply to our business
- ensuring business policies are adhered to, eg policies covering security and internet use
- operational reasons, such as improving efficiency, training and quality control
- ensuring the confidentiality of commercially sensitive information
- statistical analysis to help us manage our practice, e.g. in relation to our financial performance, client base, work type or other efficiency measures
- updating and enhancing client records
- preventing unauthorised access and modifications to systems
- preparing and filing statutory returns
- ensuring safe working practices, and monitoring and managing staff absences and staff access to systems and facilities
- staff administration and assessments, monitoring staff conduct, and disciplinary matters
- marketing our services

- external audits and quality checks, eg for CQS, ISO or Investors in People accreditation

Our use of your personal data is subject to your instructions, the UK General Data Protection Regulation (GDPR), other relevant UK and EU legislation and our professional duty of confidentiality.

We may record telephone calls and monitor emails for training, regulatory and compliance purposes.

We take your privacy very seriously. Please read the attached Privacy policy carefully as it contains important information on:

- what personal data we collect about you and how that data is collected
- how, why and on what grounds we use your personal data
- who we share your personal data with
- where your personal data is held and how long it will be kept
- whether your personal data may be transferred out of the European Economic area and, if so, the measures taken to protect that data
- your rights in relation to the personal data we hold or use
- the steps we take to secure your personal data
- how to make a complaint in relation to our use of your personal data
- how to contact us with any queries or concerns in relation to your personal data

We use third party service providers (including 'cloud' service providers) to help us deliver efficient, cost effective legal services. This may include document/information hosting, sharing, transfer, analysis, processing or storage. We ensure all third party service providers operate under service agreements that are consistent with our legal and professional obligations, including in relation to confidentiality, privacy and data protection. If you instruct us to use an alternative provider for storing, sharing or exchanging documents/information, we are not responsible for the security of the data or the provider's security standards.

Storage and retrieval of files

We may create and hold client files in hard copy (paper), electronically or a combination of both.

After completing the work, we will be entitled to keep your file and documents while there is still money owed to us for fees and expenses. Thereafter, we will keep your file and documents for up to 12 years, except the papers we send to you following completion of your matter.

Unless you instruct us to the contrary, we will store your file electronically only and will destroy our paper file (if one). We store the file on the understanding that we may destroy it after 12 years. We will not destroy original documents such as wills, deeds and other securities that

we have agreed to hold in safe custody but we may, on reasonable notice, send them to you for safekeeping.

If we retrieve your file from storage (including electronic storage) in relation to continuing or new instructions to act for you, we will not normally charge for the retrieval.

If we retrieve your file from storage for another reason, we may charge you for:

- time spent retrieving the electronic or paper file and producing it to you;
- reading, correspondence, or other work necessary to comply with your instructions in relation to the retrieved file;
- providing additional copies of any documents.

We will provide you with an electronic copy of the file unless it is inappropriate to do so.

For information on how long we will hold your personal data, see the attached Privacy policy.

Prevention of money laundering and terrorist financing

To comply with anti-money laundering, counter-terrorist financing and counter-proliferation financing requirements, we are likely to ask you for proof of your identity and we may conduct searches or enquiries for this purpose. We may also be required to identify and verify the identity of other persons such as directors or beneficial owners. If you or they do not provide us with the required information promptly, your matter may be delayed.

You agree that we may make checks using online electronic verification systems or other databases as we may decide.

You must not send us any money until we have told you these checks have been completed.

We may ask you to confirm the source of any money you have sent us or will send us. If you do not provide us with that information promptly, your matter may be delayed.

Any personal data we receive from you for the purpose of preventing money laundering or terrorist financing will be used only for that purpose or:

- with your consent;
- for property transactions to comply with the requirements of any lender involved in your transaction; or
- as permitted by or under another enactment.

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 where we know or suspect that a transaction may involve money laundering, terrorist financing or proliferation financing. If we make a disclosure in relation to your matter, we may not be able to tell you that a disclosure has been made. We may have to stop working on your matter for a period of time and may not be able to tell you why.

Subject to section 'Limit of liability' above, we shall not be liable for any loss arising from or connected with our compliance with any statutory obligation, or reasonable belief we may have, to report matters to the relevant authorities under the provisions of the money laundering, terrorist financing and/or proliferation financing legislation.

Confidentiality

The information and documentation you provide us is confidential unless:

- stated otherwise in this document, our Engagement Letter, our Privacy policy, eg in relation to prevention of money laundering and terrorist financing;
- you consent to the disclosure of that information; or
- disclosure of the information is required or permitted by law or regulatory requirements that apply to us.

Examples of organisations we may be required to disclose your information to include the National Crime Agency, domestic and international tax authorities and regulatory authorities.

Unless you instruct us otherwise, email will be our default method of communication. We deploy a range of information security measures, but we cannot guarantee the security of information or documents sent by email. If you do not wish us to communicate information by email, please let us know.

Sometimes we ask other companies or people to carry out services on our files to help us deliver efficient, cost effective legal services. We ensure all outsourcing providers operate under service agreements that are consistent with our legal and professional obligations, including in relation to confidentiality. Information on outsourcing in relation to your personal data is set out in Privacy Policy.

External organisations such as the Information Commissioner's Office or auditors and the SRA may conduct audit or quality checks on our practice from time to time. They may wish to audit or quality check your file and related papers for this purpose. We will require that these external organisations maintain confidentiality in relation to any files and papers which are audited or quality checked.

Your files may also be reviewed in a due diligence exercise relating to the sale or transfer of all or part of our business, the acquisition of another business by us or the acquisition of new business. If you do not wish your file to be used in this way, please let us know as soon as possible.

Receiving and paying funds

Our policy is not to accept cash from clients. 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 decide are necessary to prove the source of the funds and it may cause delays.

Where we have to pay money to you, it will be paid by cheque or bank transfer. It will not be paid in cash or to a third party.

If we receive money in relation to your matter from an unexpected source, there may be a delay in your matter and we may charge you for any additional checks we decide are necessary.

Complaints

We are committed to providing high-quality legal advice and client care. However, if at any point you become unhappy or concerned about the service we have provided you should inform us immediately so we can do our best to resolve the problem.

In the first instance it may be helpful to contact the person who is working on your case to discuss your concerns and we will do our best to resolve any issues. If you would like to make a formal complaint, request a copy of our complaints procedure from us. Making a complaint will not affect how we handle your case.

What to do if we cannot resolve your complaint

We have eight weeks to consider your complaint. If we have not resolved it within this time you may be able to complain to the Legal Ombudsman. Generally, this applies if you are an individual, a business with fewer than 10 employees and turnover or assets not exceeding a certain threshold, a charity or membership organisation with a net annual income of less than £1m, a trustee of a trust with an asset value of less than £1m, or if you fall within certain other categories (you can find out more from the Legal Ombudsman). The Legal Ombudsman will look at your complaint independently and it will not affect how we handle your matter.

Before accepting a complaint for investigation, the Legal Ombudsman will check that you have tried to resolve your complaint with us first. If you have, then you must take your complaint to the Legal Ombudsman:

- (a) within six months of receiving our final response to your complaint; and
 - (b) no more than one year from the date of act/omission you are concerned about;
- or
- (c) no more than one year from when you should reasonably have known there was cause for complaint.

If you would like more information, you can contact the Legal Ombudsman by:

- (a) visiting www.legalombudsman.org.uk
- (b) calling 0300 555 0333 between 9.00 to 17.00
- (c) emailing enquiries@legalombudsman.org.uk
- (d) writing to Legal Ombudsman PO Box 6806, Wolverhampton, WV1 9WJ

What to do if you are unhappy with our behaviour

The Solicitors Regulation Authority (SRA) can help if you are concerned about our behaviour. This could be for things like dishonesty, taking or losing your money or treating you unfairly because of your age, a disability or other characteristic.

Terminating your instructions

You may terminate our appointment at any time by giving us notice in writing. We can keep all your papers and documents while there is still money owed to us for our charges or disbursements.

We will only decide to stop acting for you with good reason, eg where we feel that the relationship has broken down, if you do not pay a bill, if you provide us with misleading information, or if you act in an abusive or offensive manner. We will give you reasonable notice before we stop acting for you.

If you or we decide that we should stop acting for you, or your matter becomes abortive, we will charge you for the work we have done and, where appropriate, for transferring the matter to another adviser if you so request. Fees will be charged for the work done on our normal charging basis on an hourly rate. This applies even where a fixed rate was agreed at the outset for the whole of the matter.

We are not responsible for reminding you about important dates and/or any deadlines after our appointment has been terminated.

Our bill

You are liable to pay legal costs as set out in our Engagement Letter confirming your instructions. We will usually discuss this with you at the outset of your matter.

Bills are payable within 14 days of delivery of our invoice. We may charge interest on overdue bills at 4% above the base rate for the time being of Clydesdale Bank plc compounded quarterly.

We may cease acting for you if an interim bill remains unpaid after 14 days or if our reasonable request of a payment on account of costs is not met.

You have the right to challenge or complain about our bill. Please see the 'Complaints' section above for details of how to complain about our bill.

You have the right to challenge our bill by applying to the court to assess the bill under Part III of the Solicitors Act 1974. The usual time limit for making such an application is one month from the date of delivery of the bill.

We can keep all your papers and documents while there is still money owed to us for fees and expenses.

Please inform us if you would like a third party to be responsible for paying our bills or any part of them. We must approve this in advance and we will need the party's name, contact details and any other information or identification documents we request. It is your responsibility to pay our bills even if someone else has agreed to pay some or all of them and our bills will still be addressed to you. If someone else does pay some of our bills, you are responsible for paying the rest.

Where two or more persons are clients instructions may be taken from all or one of them and all shall be jointly and severally liable for any fees.

Banking

Unless agreed otherwise, we hold client money in a bank account held with Clydesdale Bank Plc trading as Virgin Money which is regulated by the Financial Conduct Authority (FCA).

We will never tell you about changes to important business information, such as bank account details, by email. Please inform us immediately if you receive any email or

other communication purporting to be from the firm stating that we have changed our bank details or payment arrangements.

We are not liable for any losses you suffer as a result of any such banking institution being unable to repay depositors in full. You may, however, be protected by the Financial Services Compensation Scheme (FSCS).

The FSCS is the UK's statutory fund of last resort for customers of banking institutions. The FSCS can pay compensation up to £85,000 if a banking institution is unable, or likely to be unable, to pay claims against it.

The limit is £85,000 per banking institution. If you hold other personal money in the same banking institution as our client account, the limit remains £85,000 in total.

Some banking institutions have several brands. The compensation limit is £85,000 per institution, not per brand. You should check with your banking institution, the FCA or a financial advisor for more information.

The FSCS also provides up to £1m of short-term protection for certain high balances, eg relating to property transactions, inheritance, divorce or dissolution of a civil partnership, unfair dismissal, redundancy, and personal injury compensation (there is no financial limit on protection for personal injury compensation). This is called the temporary high balance scheme and, if it applies, protection lasts for a maximum of six months.

The FSCS (including the temporary high balance scheme) will apply to qualifying balances held in our client account. In the unlikely event of a deposit-taking institution failure, we will presume (unless we hear from you in writing to the contrary) we have your consent to disclose necessary client details to the FSCS.

Payment of interest

We pay clients interest on money held in our client account when it is fair and reasonable to do so. Holding client money is a necessary part of carrying out clients' instructions and we are required to hold that money in an instant access account to facilitate transactions. As a result, the rate of interest paid is unlikely to be as high as those obtainable by a client.

We do not pay interest :

- on money held for property related transactions;
- on money that we are instructed to hold outside a client account in a manner that does not attract interest;
- where we agree otherwise, in writing, with you or the third party for whom the money is held;
- on any amount of interest less than £150.

Where applicable, interest will be paid at the conclusion of a matter. Where money is held for the same client on different matters, the matters will be treated separately.

Any interest paid will generally be paid without deducting tax at source and our clients are responsible for declaring any interest to HM Revenue & Customs.

We will pay a fair sum of interest to clients or third parties on client money we hold on their behalf. Where interest is payable, the rate of interest will be 2% per annum or 0.25% below

the Bank of England base rate if lower, such interest shall accrue on the amount held on a daily basis.

Our interest policy will be reviewed periodically, particularly if changes are made to the Bank of England Base Rate.

Undertakings

Legal transactions can rely on solicitors giving undertakings. An undertaking is a commitment by a lawyer to do (or refrain) from doing something. It can be enforced against a lawyer or a lawyers' firm (an authorised body) by the court.

In the main, solicitors and conveyancers comply with their undertakings which are enforceable through the courts. That said, in rare situations, a lawyer may breach/fail to comply with their undertaking. We can not give you any assurance that a lawyer will comply. The length of time required to enforce undertakings can be significant and there can be potential difficulties taking legal action, in the event that a lawyer fails to comply. The legal costs quoted to you will not include, unless expressly stated otherwise, this firm enforcing undertakings given by any other law firm. You could face additional legal fees and face delays in enforcing undertakings under the more cumbersome process of usual civil litigation if that is the only route available.

Regulated services

DPM Legal is authorised and regulated by the Solicitors Regulation Authority, The Cube, 199 Wharfside Street, Birmingham, B1 1RN (the SRA).

This means that we are governed by a Code of Conduct and other professional rules, which you can access on the SRA's website (www.sra.org.uk) or by calling 0370 606 2555.

Financial services

We are not authorised by the Financial Conduct Authority.

If, while we are acting for you, you need advice on investments, we may refer you to someone who is authorised to provide the necessary advice. However, because we are regulated by the SRA, we may be able to provide certain limited investment advice services where these are closely linked to the legal work we are doing for you.

We are included on the register maintained by the Financial Conduct Authority so that we can carry on insurance distribution activity, which is broadly the advising on, selling and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the Solicitors Regulation Authority. The register can be accessed via the Financial Conduct Authority website at www.fca.org.uk/firms/financial-services-register.

The SRA is the independent regulatory arm of the Law Society. The Legal Ombudsman deals with complaints against lawyers. If you are unhappy with any financial service you receive from us, you should raise your concerns with the SRA or Legal Ombudsman.

Promotional communications

We may use your personal data to send you updates (by email, telephone or post) about legal developments that might be of interest to you and/or information about our services, including

exclusive offers, promotions or new services. You have the right to opt out of receiving promotional communications at any time, by contacting us by telephone or post.

Equality and diversity

We are committed to promoting equality and diversity in all our dealings with clients, third parties and employees. Please contact us if you would like a copy of our Equality and Diversity policy.

Severability

Any term in these Terms of Business that is held to be void or unenforceable shall not render the remaining provisions unenforceable or void.

Changes in the law

Our advice is based on our understanding of the law and practice at the time it is given. We do not undertake to keep you updated on any subsequent change in the law and assume no liability for consequences in the change of law or practice after our advice has been given.

Applicable law

Any dispute or legal issue arising from our Terms of Business will be determined by the law of England and Wales, and considered exclusively by the English and Welsh courts.

Future instructions

Unless otherwise agreed, these Terms of Business will apply to all future instructions you give us on this or any other matter.

DPM Legal is a trading name of DPM Legal Services Limited which is a limited company registered in England and Wales (number: **8133227**). Registered office: Sutton House, Weyside Park, Catteshall Lane, Godalming, Surrey GU7 1XE. Authorised and regulated by the Solicitors Regulation Authority (number: 619713). A list of shareholders and directors may be inspected at our registered office. Any reference to 'the firm' means DPM Legal Services Limited, trading as DPM Legal. VAT number: 202 2881 43