

Terms of Engagement Investment Management

Contents:

1. Who we are
2. Your contract with us
3. Instructions to us
4. Joint parties
5. Verifying your identity and source of funds
6. Confidentiality
7. Data Protection
8. Communication
9. Our People
10. The services we provide
11. Your objectives, financial review and recommendations
12. What does the process look like?
13. Discretionary Investment Managers
14. Fees and charges
15. Payment options
16. Clients' money and deposit
17. The storage and destruction of documents and property
18. Exclusion of liability for partners and employees
19. Limitation of liability
20. Your security is our priority
21. Resolving complaints
22. Cancellation and termination
23. Third party rights
24. Non-waiver
25. Severability
26. Law and jurisdiction
27. Employee transfers
28. Entire Agreement

1. Who we are

Nelsons Solicitors Limited (**Nelsons**) is a limited company registered in England and Wales (Reg No. 0729010) having its registered office at Pennine House, 8 Stanford Street, Nottingham, England, NG1 7BQ, and is referred to in these Terms as **we**, **us** and **our**. Our VAT registration number is 442 3066 22.

Nelsons is authorised and regulated by the Solicitors Regulation Authority (**SRA**) (SRA No: 536939) and the Financial Conduct Authority (**FCA**) (FCA No: 523173). The applicable rules are at www.sra.org.uk/solicitors/standards-regulations and www.handbook.fca.org.uk.

As an Authorised Professional Firm, Nelsons is authorised for incidental (non-mainstream) financial services by the FCA. However, as the work is incidental to the legal work of Nelsons it is conducted in accordance with the rules of the SRA. We are authorised and regulated by the FCA in respect of some mainstream financial services products and insurance distribution activities. The scope of our permissions can be accessed via the FCA website at [Financial Services Register | FCA](#).

Nelsons is a member of the Lawfront Group and is a wholly owned subsidiary of Lawfront Holdings Limited a limited company registered in England and Wales (Reg No. 13327912) having its registered address at 10 Ledbury Mews North, London, W11 2AF and approved as owner by the SRA (SRA No. 819548).

2. Your contract with us

In these Terms, any reference to **you** or **your** is to the person who wishes to instruct us to provide services.

In these Terms, you are referred to as a:

- **Consumer** if you are buying our services as an individual for purposes wholly or mainly outside of your trade, business, craft or profession; or
- **Business** if you are buying our services for purposes relating to your trade, business, craft or profession.

Some of these Terms only apply if you are a Consumer, and other Terms only apply if you are a Business, so please make sure you read these Terms carefully.

These Terms apply to the delivery of services by us to you. Our services are delivered in accordance with:

- our Adviser Charge Agreement which contains specific conditions applying to the work you have asked us to carry out; and
- these Terms.

These documents together form the terms of agreement between you and us (**Agreement**). If we agree to any changes to the Agreement, we will confirm the change in writing.

We will not accept instructions from you until either:

- written acceptance of our Agreement is received from you; or
- having received our Terms, you instruct us to act.

In the event of any inconsistency between these Terms and the Adviser Charge Agreement, the latter will prevail.

Your Agreement with us will not be transferred:

- by us to anyone other than an organisation which takes over our practice, unless we get your prior written consent (which will not be unreasonably withheld or delayed);
- by you to anyone else without our prior written consent (which will not be unreasonably withheld or delayed).

3. Instructions to us

We will proceed based on the information provided by you. You must advise us as soon as possible if there is any change to that information, and ensure that the information you provide remains at all times true and accurate in all material respects.

It is also important that you do not assume we have knowledge from information or documents provided in a different matter so please ensure all information or documentation which is relevant for the current matter is brought to our attention.

4. Joint parties

If we are instructed by several parties on the same matter, then we will act for you all jointly and will accept instructions from any party unless advised otherwise. Each of you will be responsible for payment of our total fees and not just your share.

This does not change even if we only issue an invoice to one of the parties and we may, at our discretion, reissue invoices and address them to one or more of you. If we cease to act for one party the remainder will remain bound by the Agreement.

We are unable to keep information received from one of you confidential from the others. When we act for more than one party there is always a possibility of a potential conflict of interests, but we will act on the basis that there is a common interest which outweighs any potential conflict. If an actual conflict of interest arises between you then we will have to stop acting for all of you at least on the issue over which the conflict has arisen.

5. Verifying your identity and source of funds

The Money Laundering Regulations require us to obtain satisfactory evidence of the identity of our clients and, where there is a beneficial owner who is not the client, the beneficial owner. A beneficial owner is the person who ultimately owns, controls or benefits from an asset, like a property or company, even if they are not the registered owner of the asset. We are required to obtain this evidence of identity because solicitors who deal with money and property on behalf of their clients can be targeted by criminals attempting to launder money.

We are required to retain this evidence of identity for at least 5 years. If you cannot provide us with the specific identification requested, please contact us as soon as possible to discuss other ways to verify your identity and, if applicable, that of any beneficial owner. We will use electronic verification of identity, which may create an electronic footprint on your credit file. This can be seen by other agencies but will have no impact on your credit rating.

It may also be necessary to ask you questions to identify the source of funds used for a transaction and your source of wealth. If we are not satisfied with your identity or that of any applicable beneficial owner, or the source or legitimacy of funds, we may refuse to proceed.

We do not accept cash, either in person or through our bank. If any cash is inadvertently accepted, we may charge you a reasonable amount for any additional checks we reasonably decide are necessary to prove the source of funds.

Where we must pay money to you, we will usually do so by electronic funds transfer (e.g., via the Faster Payment System). We will not pay out cash or monies to a third party. If we need to reimburse any money paid by you, we will return it to the bank account, or return it to the debit/credit card, used to pay the money to us. Whatever payment method is used, unless we are negligent, we are not liable for any losses arising from any interception, appropriation, misuse, or delay in receipt.

Although we have a duty of confidentiality to you, we are required by law to make a disclosure to the National Crime Agency where we know, or suspect, a transaction to involve money laundering, the funding of terrorist activity, welfare benefit fraud, or tax evasion. If we make a disclosure, we may not be able to tell you. We may also have to stop working on your matter for a period of time and may not be able to tell you why. We will not be liable in any way for making a disclosure, not informing you, or for suspending our work if we reasonably believe we are acting in accordance with our legal obligations.

6. Confidentiality

We will hold any information that we acquire about your business and affairs in strictest confidence. We may disclose such information to the following organisations, who are required to keep your information confidential (subject to any duties they may have in law):

- our auditors, external assessors, or other advisers unless you inform us in writing that you do not consent to such disclosure;
- our insurers:
 - (i) for the purposes of our professional indemnity insurance renewal; and/or
 - (ii) in order for us to comply with our professional indemnity insurance cover, for example, if circumstances occur which may give rise to a claim being made against us, even if you have not actually brought a claim;
- if we are advising on a mortgage transaction, we have a duty to reveal to your lender all relevant facts about the purchase and mortgage to include:
 - (i) any differences between your mortgage application and information we

receive during a transaction; and
(ii) any cash back payments or discount schemes that a seller is giving you.

We use third party service providers (including “cloud” providers) to help us deliver efficient and cost-effective services. Agreements with those companies contain strict obligations in terms of confidentiality, privacy, and data protection.

If you or we engage other professional advisers to assist with your matter, we will assume that we may disclose any such information to those advisers, as relevant, unless you notify us in writing to the contrary.

Your files may also be reviewed in a due diligence exercise relating to the sale, transfer, refinancing or other corporate event in relation to the Lawfront Group or its associated entities.

If you ask us to stop our services at any time in the future we may act, or continue to act, for another client in circumstances where we hold information which is confidential to you and material to the engagement with that other client. We will not disclose your confidential information to that other client.

7. Data Protection

We refer you to our Privacy Notice (enclosed with our Initial Advice document or otherwise available on our website at www.nelsonslaw.co.uk/privacy-policy) which sets out important information on what personal data we hold about you, how we collect it and how we may use and share it. The Privacy Notice also explains your rights in relation to your personal data.

We do not need your consent when we process your personal data for the purpose of fulfilling our contractual obligations to you, when complying with our own legal or regulatory obligations, or for the purpose of our legitimate interests or those of a third party.

8. Communication

Communication between you and us may be by telephone and email. Please note that information sent by email, or otherwise over the internet, may not be fully secure, may be intercepted by third parties and may not always reach its intended recipient. Please let us know if you do not wish to communicate by email, or if you have a preferred way to communicate.

We will seek to contact you by other means if we are advised an email has failed to reach you. If we do not receive a delivery failure notification we will assume emails have reached you.

We shall use reasonable endeavours to ensure that emails we send are free from viruses and any other materials which may cause harm to any computer system. You must do the same for any email that you send to us.

Please tell us as soon as possible if your contact details change, or if you become aware of any other changes that may affect the way we deal with your matter.

We may use artificial intelligence (AI), including generative AI technologies, to support the delivery of our services and enhance business operations. This may include, but is not limited to document drafting, meeting assistants and notetakers, data analysis, and internal process optimisation. All AI tools used are subject to appropriate oversight and safeguards to ensure compliance with our professional legal and ethical obligations. We do not use AI to make final decisions on legal matters, and all outputs are reviewed by appropriately qualified professionals. Any meeting transcripts generated by AI are not considered to be accurate unless explicitly approved by us in writing.

9. Our People

At the beginning of your matter, you will be informed of the name and status of the Independent Financial Adviser (**adviser**) working for you, and the name of the partner with overall responsibility. We will try hard to ensure that the same adviser deals with your matter throughout, but it may be necessary for us to allocate your matter to another adviser either from time to time or permanently due to illness, people leaving, the nature of the work required or for other reasons. You will normally be notified in advance if your matter is permanently assigned to another adviser.

10. The services we provide

We offer expert guidance in managing personal finances, investments and other financial matters. We provide a wide range of services to help individuals, trustees, attorneys, deputies and businesses make informed decisions and achieve their financial goals.

We offer an independent advice service. This means that we consider a wide range of financial strategies and products. We constantly review the market to ensure that the services and products we offer are appropriate to our clients.

Our services include:

Investment advice – We analyse various investment options based on your financial goals and risk tolerance. We provide recommendations on asset allocation and help you build a diversified investment portfolio. We monitor the performance of investments and adjust the strategy as needed.

Retirement planning – We help individuals plan for a secure retirement by estimating future income needs and recommending appropriate retirement investment options to help navigate complex retirement strategies.

Risk management – We evaluate your insurance needs, such as life insurance, disability insurance, and long-term care insurance. We can identify gaps in the coverage and recommend suitable products to mitigate potential risks and protect you and your family's financial well-being. Where we provide protection planning services, we will provide advice which is based on a fair and personal analysis of the market.

Tax planning – We help minimise tax liabilities by providing tax efficient investment strategies and by suggesting tax saving strategies.

Estate planning – We can assist you in creating an estate plan that outlines how your assets will be managed and distributed after death. We can work in conjunction with specialist solicitors to draft wills, establish trusts and minimise estate taxes.

Behavioural finance coaching – We can play a crucial role in behavioural finance, helping you to navigate emotions and biases that can undermine financial decision making. We provide guidance and act as a rational voice during market volatility or when you may be faced with difficult financial choices.

Overall, we offer a personalised service tailored to each client's unique financial situation and goals. We provide ongoing support, monitor progress and adjust strategies as circumstances change, ensuring you maintain financial stability and work towards long term financial success.

11. Your objectives, financial review and recommendations

Before providing advice, we will assess your needs, consider your financial objectives, evaluate your attitude to any risks that may be involved and gather information about your existing financial arrangements. We will also take into account any restrictions that you wish to place on the type of products you would be willing to consider. We will then develop a comprehensive financial plan tailored to your objectives.

We will confirm any recommendations in writing (our suitability report) along with details of any specific risks that may be associated with the products or investment strategies which we recommend.

We firmly believe that it is prudent to regularly review your financial plan. As circumstances change over time, this is a vital part of financial planning. Where we agree to provide you with a service that includes an ongoing review of the suitability of the investments which we have recommended, we will carry this out at least annually. To do this we will need to make contact with you to assess whether the information we hold about you remains accurate and up to date. We will issue you with a report setting out the results of our review and, if relevant, any updated recommendations.

Unless we notify you in writing to the contrary, we will treat you as a 'retail client'. This means that you are afforded the highest level of protection under the regulatory system and that you have the right to complain to the Financial Ombudsman Service – please see clause 21.

We may advise on financial products which are not regulated by the FCA under the Financial Services and Markets Act 2000. The Financial Services Compensation Scheme (**FSCS**) does not apply to such products – please see clause 16.

We may also advise on investments which are not readily realisable (e.g. investments in property). Please note the risks associated with these investments as there is a restricted market for them. In some circumstances it may not be possible to deal in the investments or obtain reliable information about their value.

Please be aware that the value of investments can fall as well as rise. You may not receive back the amount of the original investment.

12. What does the process look like?

Information gathering – At a first appointment, we gather information about your existing financial arrangements and your full personal circumstances. As part of this we get to understand your investment knowledge, capacity for loss and attitude and tolerance towards investment risk.

Our recommendations – At a second appointment, we will explain and discuss our recommendations in detail.

Policy arrangements and implementation for lump sum investments or transfers – If you instruct us to proceed, we will handle all fund and policy administration on your behalf, ensure regular updates are issued to keep you informed, ensure all your documents are issued in line with your expectations and confirm in writing all actions taken on your behalf.

Ongoing review services and changes to existing investments – We will review your financial situation annually. At the review meetings, we will revisit your circumstances, attitude to risk and confirm whether the products and investments remain suitable for you.

Periodic updates and information regarding your holdings – We provide ongoing support with correspondence and administration issues.

13. Discretionary Investment Managers (DIMs)

We may recommend that you place some, or all, of your investments with a DIM. The DIM will manage a portfolio of your investments and decisions on whether to buy or sell are made at its absolute discretion.

Where we make such a recommendation, we will confirm in writing the respective responsibilities of us as your adviser and agents, you as the investor, and the DIM, which will be on one of the following bases:

Reliance on others – If this option applies, we will arrange for you to enter into a discretionary investment management agreement direct with the DIM. We will be responsible for the suitability of the model portfolio selected for you. The DIM will be responsible for managing the model portfolio in accordance with the discretionary investment management agreement.

Agent as client – If this option applies, our relationship will be with you and we will act as your agent, as least insofar as it means that you give us your authority to act on your behalf in relation to the DIM. This means that we become the client of the DIM on your behalf. There is no direct contract between you and the DIM. Depending on the services it provides, the DIM might not even know your identity. All communication in relation to the discretionary investment management service will be between the DIM and us, acting as your agent. You should be aware that with this type of arrangement, you may lose some protections afforded to those investors classed as ‘retail clients’ who have a direct relationship with the DIM. This is because the DIM will treat us as their client and classify us as a ‘professional client’. The consequences of this will be confirmed to you. When acting as your agent, we will use all reasonable steps to discharge our responsibilities to you with care and diligence.

In either case, your relationship with the DIM will be confirmed to you at the time of the recommendation. We will undertake appropriate due diligence on the DIM and ensure that the services provided by the DIM meet your investment objectives and risk profile.

14. Fees and charges

We will discuss our fees and charges during your initial consultation and will not charge you anything until you have agreed how we will be paid.

Unless otherwise agreed with you in writing at the beginning of the matter, our fees and charges are payable whether or not the matter is successfully concluded or the transaction completed.

Initial charges – These are for the upfront costs of our services. We offer a tiered initial charge structure dependent on the amount invested/transferred or taken under management, which is as follows:

Total amount invested	Initial charges
First £250,000	2.00%
From £250,000 to £1million	1.00%
Over £1million	0.50%
Minimum investment amount	£250,000

Example 1 – An investment of £250,000 would incur an initial charge of 2% (£5,000).

Example 2– An investment of £350,000 would incur initial charges over two (2) tiers of 1.71% (£6,000).

Example 3– An investment of £1,500,000 would incur initial charges over three (3) tiers of 1.08% (£16,250).

In some circumstances, a fixed initial charge may be appropriate, the amount of which will depend on the work being undertaken.

Some pension and investment companies may also charge their own initial fee, which is payable in addition to Nelsons' initial charges.

Ongoing charges – Once your financial plan is in place, it is important to keep it under review so that it can be adapted as necessary as your circumstances change. Our ongoing charges are 0.75% per annum for the first £1,000,000 of the value of funds under our management, and then 0.5% for any amount over £1,000,000. Our minimum annual fee is (£1,875).

Example 1 – Funds under management to the value of £250,000 would incur ongoing charges of 0.75% (£1,875) per annum.

Example 2 – Funds under management to the value of £1,500,000 would incur ongoing charges of 0.67% (£10,000) per annum.

In some circumstances, it may not be possible for Nelsons' ongoing charges to apply in which case we will agree an alternative method of payment before any services are delivered.

Other charges – Depending on the services we provide, there may be other charges in addition to those relating to the business we arrange. We will tell you how much these will be before we start work.

For example, if your investments are held on a platform (an online investment administration service) or held with a DIM, the provider will make a charge for administering/managing your investments. We will always disclose any such third party charges as part of our recommendations to you.

Aggregated charges and costs – Before we provide you with our advice, we will add together all the charges and fees payable so that you are able to understand the overall costs of our services and recommendations.

VAT – VAT may be chargeable in some circumstances and we will let you know when it will apply.

15. Payment options

Our initial charges can be paid in a number of ways.

We accept payment by bank transfer, debit and credit card, cheque, banker's draft, bankers automated clearing services transfer (**BACS**) and telegraphic transfer. We do not accept payments in cash.

Payment may be made via deductions from the financial product(s) purchased or (if relevant) deductions from the amount invested. Most product providers/DIMs offer this facility but using it will reduce the amount you have left to invest and may, depending upon your circumstances, have other consequences which we will discuss and agree with you in advance.

For investments held on a platform you may choose to pay our charges out of the funds held in the platform cash account provided sufficient funds are retained in the account to cover our charges as they become payable.

If you purchase a regular contribution product where investments are made on a monthly, quarterly or annual basis, it may be possible to have our initial charges deducted from the product in instalments. In such cases, our usual approach will be for the payment to be spread over a maximum of 12 months.

In some limited circumstances (for protection planning only), we may receive commission from a product provider in relation to a financial product we have arranged for you. If we are paid by commission, we will tell you the amount before we carry out the business for you. Typically the commission payment will be offset against the charges you owe us for our services. If the commission payment relates to a regular contribution policy, and you stop paying premiums on that policy, we may be obliged to refund the commission received back to the policy provider. In such cases, we reserve the right to request from you the full payment of any outstanding balance of charges for our services, or the amount refunded to the provider.

Our invoices are immediately due and payable on the date of delivery and, if you are a Business, without deduction, set-off or counterclaim. If you are a Consumer and you believe we have made a mistake in our invoice or we have broken any of our obligations to you under this Agreement, you shall not be able to withhold more than a proportionate amount of the sum due.

If you fail to pay any of our invoices within 7 days of receipt, we may add interest to your debt from the date your payment is due. If you are a Business, the Late Payment of Commercial Debts (Interest) Act 1998 will apply. If you are a Consumer, we will charge interest at 2% above the Bank of England's base rate per annum. Should we issue proceedings against you for non-payment of our invoices we will ask the court to order you to pay all the costs we incur including investigating and taking appropriate action together with any additional expenses.

If you have a query about your invoice, you should contact us as soon as possible. Please refer to clause 21.

We may start legal proceedings against you for unpaid invoices. If any of our invoices remain unpaid or we reasonably believe you will not pay them then we may suspend any work on your behalf until our invoices are settled in full. You agree that we are not responsible for any loss resulting from such inactivity. Failure to pay any such sums also entitles us, at our discretion, to terminate our contract with you.

Our right to deduct funds and retain papers and property – In the event of non-payment of any invoice, we have the right to deduct our fees and charges from funds we hold on your behalf. If we are holding papers or other property belonging to you, whether in relation to this or any other matter, we are entitled to retain them until payment is made.

16. Clients' money and deposit

Any money we hold for you in our capacity as a provider of legal services, as opposed to financial services, and which does not relate to our charges will be held separately from ours, in our client account. It is protected under the SRA Accounts Rules and the Solicitors Compensation Fund. Subject to the SRA Accounts Rules, we are not responsible for any loss arising from the insolvency of any bank where client funds are held.

We will make every endeavor to protect client monies at all times, but in the event of a failure of a financial institution in which we deposit your monies, we may both be entitled to seek compensation under the FSCS and we may disclose to the FSCS the names and details of clients whose money is held in such a failed institution in order to claim compensation up to the applicable limit, which is £120,000 for individuals and small businesses.

The FSCS is also the statutory compensation fund for clients of authorised financial services firms who are unable to pay claims against them, usually because they have gone out of business. The amount of compensation available will depend on the type of business and the circumstances of the claim but as a guide:

Investments – Eligible claims related to most types of insurance business are covered up to £85,000 per eligible person, per firm.

Insurance – In the majority of cases, eligible claims relating to the advising and arranging of protection products are covered up to 90% of a claim without any upper financial limit.

We can apply money that we hold towards settling our invoices or as reimbursement for charges we have pre-paid on your behalf, unless the money is held for some other specific purpose. We will promptly return money to you, if there is no continuing reason to hold it, to the account from which any payment was made.

If following completion of your matter the amount of your money held in our client account is less than £5 you authorise us to send the balance to our nominated charity. If you do not agree to this, please advise us in writing before the completion of your matter.

Interest: While acting for you, it may be necessary for us to hold your money or money that will become due to you. Any such money will be paid into a general client account which holds the pooled monies for different clients and matters. In accordance with the SRA Accounts Rules, it is our policy to account to our clients for interest in a way that is fair and reasonable to both parties. A copy of our Interest Policy is available on request.

17. The storage and destruction of documents and property

We will retain an electronic copy of your file, or in limited cases and at our discretion a physical file and papers, for a minimum of 6 years (or 2 years if the matter is abortive (i.e. if the matter is stopped before the end of its originally intended conclusion). After this date we will, within a reasonable timeframe, destroy your file. We use external storage providers to store our files. If you ask us to retrieve documents/files we may charge you for the time and cost spent in doing so.

We provide storage for important documents, such as wills, and some forms of property. We will not normally charge you for that storage, although we may do so in an appropriate case. You must notify us if any such documents or property have a value in excess of £500. If you are a Business and you do not tell us that the document or property you ask us to store is worth more than £500, our liability is limited to £500.

On completion of a matter and payment of our fees, we will return to you any original documents you have provided to us for the purpose of the matter. Documents returned to one joint client will be assumed to be returned to them all.

18. Exclusion of liability for partners and employees

The Agreement is between you and Nelsons. Our partners and employees will not have any personal responsibility to you or any third party for conducting work under the Agreement, including in respect of failing to properly perform our obligations under the Agreement. This includes for negligence, breach of contract or for any other reason.

19. Limitation of liability

19.1 Consumers

This clause 19.1 applies if you are a Consumer. If we breach this Agreement or are negligent, we are liable to you for foreseeable loss or damage that you suffer as a result. By 'foreseeable' we mean that, at the time the Agreement was made, it was either clear that such loss or damage would occur or you and we both knew that it might reasonably occur, as a result of something we did or failed to do.

We are not liable to you for any loss or damage that was not foreseeable, any loss or damage not caused by our breach or negligence, or any business loss or damage.

19.2 Businesses

This clause 19.2 applies if you are a Business. Subject to the below, our liability under or in connection with the Agreement (regardless of whether the liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) will not exceed £3m.

Claims which are treated as a single claim for the purposes of our professional indemnity insurance will be combined in applying the £3m limit. We will then apportion this amount between the combined claims in a just and fair manner.

We will not be liable to you under or in connection with these terms (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) for:

19.2.1 consequential, indirect or special losses; or

19.2.2 any of the following (whether direct or indirect):

- (a) loss of profit;
- (b) loss of opportunity;
- (C) loss of savings, discount or rebate (whether actual or anticipated); or
- (d) harm to reputation or loss of goodwill.

Any statements we make concerning the outcome of a matter are expressions of professional opinion and not guarantees. These opinions are necessarily limited by our knowledge of the facts provided to us. They are also based on the state of law at the time they were expressed.

We will use our reasonable endeavors to ensure any advice given will be up to date and relevant as at the date it is given. We have no obligation to update our advice following changes in the law unless this is agreed as part of any engagement.

We will not be responsible for advising or not advising on matters which are outside our scope of instructions. We will also not be responsible if you act or refrain from acting on the basis of any draft advice or documentation provided by us before it has been finalised.

If your instructions require us to accept a duty or obligation to any third party, or there is any suggestion that we owe such a duty or have such an obligation, you will compensate us for any loss or damage that we may suffer from any claims by third parties.

You will also compensate us for any loss or damage that we may suffer as a result of any claim brought by you or any third party connected to you, to the extent that liability for such claims would be excluded by or would exceed any limitation of liability in the Agreement.

19.3 General liability terms

This clause 19.3 applies whether you are a Consumer or a Business.

We do not exclude liability to you for:

- death or personal injury arising from our negligence;
- any fraud or fraudulent misrepresentation;
- work conducted under a contentious business agreement as defined by Section 59(1) of the Solicitors Act 1974; or
- any other liability that the law does not allow us to exclude or limit.

We will not be liable for any delay or failure to fulfil our obligations under the Agreement to the extent that delay or failure is caused by circumstances outside our reasonable control.

Details of our professional indemnity insurance and territorial coverage are available on request. Our insurers can be contacted through Reynolds Porter Chamberlain LLP, Tower Bridge House, St Katharine's Way, London, E1W 1AA or by email addressed to SompoSolicitorsClaims@rpc.co.uk.

20. Your security is our priority

We are continually aware of the significant and increasing risks posed by cybercrime and fraud, and specifically the targeting of email accounts and bank account details. We will never notify you of a change in our bank account details via email. If you are unsure or concerned, please telephone and speak to the person dealing with your matter, before transferring any funds.

21. Resolving complaints

We seek to continuously improve our quality of service. We welcome constructive feedback. If you would like to discuss how our service can be improved or if you are dissatisfied with the service you are receiving please let us know by contacting:

- In the first instance the partner responsible for your work (as identified in your Adviser Charge Agreement); or
- our Professional Standards Team which is led by Cathryn Selby, our Compliance Officer for Legal Practice and Chief Risk Officer and Group Legal Counsel at Lawfront. You can contact the team at professionalstandards@lawfront.com.

A copy of our Complaints Procedure is available on request, or can be found on our website. If we are unable to resolve your complaint, then you may be able to have the complaint independently looked at by an Ombudsman. Which Ombudsman will depend upon the services we have provided to you.

Incidental financial services – As these services are incidental to the legal work we provide, they are conducted in accordance with the rules of the SRA, and you have the right to refer any complaint which is not resolved in accordance with our Complaints Procedure to the Legal Ombudsman. Any complaint to the Legal Ombudsman must usually be made within:

- 6 months from the date of our final response to your complaint; **and**
- 1 year from the date of the act or omission being complained about; **OR**
- 1 year from the date when you should reasonably have known that there was cause for complaint.

If you would like more information about the Legal Ombudsman, please contact them at Legal Ombudsman, PO Box 6167, Slough, SL1 0EH. Alternatively visit www.legalombudsman.org.uk or telephone 0300 555 0333 (between 9am-5pm) or email enquiries@legalombudsman.org.uk.

Mainstream financial services – You have the right to refer any unresolved complaint to the Financial Ombudsman Service. Please contact them at Exchange Tower, London, E14 9SR or

telephone 0800 023 4567 or email complaint.info@financial-ombudsman.org.uk. Any referral should be made within 6 months of our final response to your complaint. It is a free service but does not extend to all clients. For further information please visit www.financial-ombudsman.org.uk.

Data protection - If your concern relates to data protection, we have a separate Data Protection Complaints Procedure which is available on request, or can be found on our website.

22. Cancellation and termination

You can ask us to stop work at any time by writing to us but any transactions already initiated will be completed in accordance with these Terms and we will be entitled to receive payment for the work undertaken.

In some circumstances, we may, for good reason and on giving you at least 20 working days written notice, decide to stop acting for you. Examples would include where our fees and charges remain unpaid, where the funds you have invested with us fall below our minimum investment amount (currently £200,000), where the fees we earn from providing you with our services fall below our minimum fee requirement (currently £1,500), your insolvency, where you become a designated person for the purposes of the sanctions regime, where there is a reputational risk to us, where you request us to break the law or any professional requirement or where there is a breakdown of mutual trust and confidence between us.

Full details of any financial products which we recommend to you will be provided in the relevant product information which you will receive. This will include information about any product cancellation rights along with any other early termination rights and penalties.

Consumer's right to cancel:

If you are a Consumer, under the Consumer Contracts (Information Cancellation and Additional Charges) Regulations 2013, you may have a right to cancel the Agreement within 14 days without giving any reason. The cancellation period will expire after 14 days from the date the Agreement with you is entered into.

To exercise your right to cancel, you must inform us of your decision to cancel the Agreement by a clear statement in writing (e.g. a letter sent by post or email). You can send your written statement to end the Agreement to the lawyer working on your matter (using the contact details in the Engagement Letter) or by email to professionalstandards@lawfront.com.

To meet the cancellation deadline, it is sufficient for you to send your written statement to end the Agreement before the cancellation period has expired.

Below is an example of wording that could be used, but you are not under any obligation to use this specific wording:

To: Nelsons

I/We (delete as appropriate) hereby give notice that I/we (delete as appropriate) wish to cancel my/our (delete as appropriate) contract with Nelsons (reference number [●]) for the supply of legal services pursuant to the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

Signed:

Name:

Address:

Date:

If you validly cancel the Agreement within the time periods stated above, we will, subject to the remaining terms of this clause 21, reimburse to you all money received from you unless you have previously instructed us to forward such money (or part of it) to a third party. We will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel the Agreement.

We will make the reimbursement using the same method of payment as you used to initially pay the money to us, unless you have expressly agreed otherwise. You will not incur any fees for the reimbursement.

If you requested us to begin performance of the services during the cancellation period you shall pay us for the services already performed before you communicated to us that you wish to cancel the Agreement.

23. Third party rights

Any person who is not party to the Agreement has no right to enforce any term of it, except that our partners and employees can enforce the benefit of clause 18. You and we can amend or terminate the Agreement without the consent of any other person.

24. Non-waiver

If you breach the Agreement and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach the Agreement.

25. Severability

If any provision of the Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of the Agreement will not be affected.

26. Law and jurisdiction

If you are a Consumer, the laws of England and Wales apply to the Agreement. Any disputes will be subject to the non-exclusive jurisdiction of the courts of England and Wales. This means that

you can choose whether to bring a claim in the courts of England and Wales or in the courts of another part of the UK in which you live.

If you are a Business, the Agreement and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) (**Dispute**) will be governed by, and construed in accordance with, the laws of England and Wales. You and us both irrevocably agree that the courts of England and Wales will have exclusive jurisdiction to settle any Dispute (but nothing shall prevent us from enforcing payment of money due to us in courts outside England).

27. Employee transfers

If you are a Business, if by accepting instructions to act for you, any of your employees or any employees of any other person, firm, company or organisation are transferred to us by reason of the Transfer of Undertaking (Protection of Employment) Regulations 2006, or any statutory modification or re-enactment of such regulations for the time being in force, you shall indemnify us on demand against any redundancy costs (whether statutory or contractual) and notice payments as well as any other liabilities arising out of or in connection with such transfer.

28. Entire Agreement

If you are a Business, the Agreement and our other documents referred to in it, sets out the entire agreement and understanding between you and us and replaces any previous agreement, understanding or arrangement between us relating to the services we provide. Nothing in this clause shall limit or exclude any liability for fraud.

The signing or acceptance of any of your documentation by any of our partners or employees shall not modify the Agreement or form part of any Agreement between you and us.

If you are interested in our anti-bribery and corruption, equality and diversity or corporate social responsibility policies and activities please visit our website www.nelsonslaw.co.uk.