

Terms of Engagement

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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 letter/document to you describing our engagement or any letter from us confirming your instructions (in either case referred to as the **Engagement Letter**); 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 Engagement Letter 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 Engagement Letter, 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

In working with you, we do need your input and instructions whether verbally or in writing in a clear and timely manner. We may rely on instructions and information from any person in your organisation that we reasonably believe is authorised to instruct us. On receipt of instructions, you will be sent an Engagement Letter confirming our understanding. You must advise us as soon as possible if there is any change to those instructions, and ensure they remain at all times true and accurate in all material respects and are not misleading.

It is also important that you do not assume we have knowledge from information or documents provided in a previous 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 five (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. Conflicts of interest

We cannot provide our services to you where our duty to act in your best interests conflicts (or there is a significant risk of conflict) with: (i) our duty to act in the best interests of another client; (ii) our own interests; or (iii) the interests of other members and clients of the Lawfront Group. We have procedures in place to ensure that conflict checks are carried out on your matter as soon as practicable, but if you are aware of a possible conflict of interest, please immediately raise it with us. If such a conflict arises, we will decide whether we should continue acting for both parties, for one party or for neither. We will always seek to resolve any conflict issues in the most advantageous way to the clients concerned.

If, while providing our services, our duty of confidentiality to one client comes into conflict with our duty of disclosure to another separate client, our duty of confidentiality will take priority. As referred to in clause 4, where we are acting for joint clients, we are unable to keep information received from one of you confidential from the others.

As solicitors, we are regulated by the SRA and we must comply with our regulatory duties at all times. In addition to our duty to you (as our client) and the SRA, we also owe other professional duties, including a duty to the court and a duty to, for example, a litigant in person and/or the solicitors acting for another party to your case or transaction. Our paramount duty is to the court and the administration of justice. We cannot accept instructions from you that conflict with such duties. If you persist with instructions that we cannot accept, we will be obliged to terminate our Agreement with you and advise the court or other person to whom we owe a duty appropriately.

7. 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.

8. Data Protection

We refer you to our Privacy Notice (enclosed with our Engagement Letter 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.

9. 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.

10. Allocation of work

We will aim to allocate work to a person with the appropriate skill, experience, and expertise to ensure you receive a cost-effective service. This may mean that different people are involved in the day-to-day handling of your matter. Our Engagement Letter will identify the Partner responsible for supervising each matter.

11. Progress reports and response times

All reasonable efforts will be made to keep you informed of progress or of any unexpected delays or changes in the nature of our services. Where appropriate, we will always advise you if we consider the probable outcome of the matter does not justify the likely costs and risk involved. If you are in any doubt as to the current position, please request a progress report.

12. Relationships with third parties

Our services will be provided for your benefit and information only and relate solely to the matter upon which we have been instructed. Any advice we provide must not be disclosed to a third party or made public without our written consent. We may charge a reasonable additional fee for providing that consent (for example, where another person wishes to rely on our advice to you or will receive value from it). You may share our advice with professional advisers, without our consent, provided our advice is shared for the purpose of seeking their advice in relation to your affairs. We are not responsible to your professional advisers for the advice or services we provide to you.

On occasion it may be necessary to instruct third parties to provide specialist advice and assistance in relation to your matter. Your agreement will be sought to this. We will take care in the appointment of these advisors but will not be responsible for the content of their reports, advice, or performance. We will inform you about responsibility for payment of their fees and expenses. We may agree to initially pay some third party fees and expenses and then recharge the cost to you, or you may be required to pay third parties directly for their fees and expenses.

Our service and advice relates solely to law in the jurisdiction of England and Wales. On your behalf, and with your agreement, we can instruct experts to advise and represent you on foreign and religious law issues. Unless agreed otherwise, we are not responsible for the accuracy or appropriateness of any service from lawyers or other professionals engaged on your behalf on your matter. We remain responsible for our subcontractors.

13. Costs information and fee arrangements

Fees: Our fees are normally based on the following factors:

- the time spent/tasks undertaken by our people in providing our service to you;
- the complexity of the matter;
- the specialist knowledge involved;
- the value of the transaction; and
- the speed with which the services are performed.

We may make a charge for our AI, precedents, and know-how used in providing the services to you. We may agree with you a fixed fee or alternative billing arrangement.

Our time is recorded and charged in six (6) minute units or by activity. Our fees cover all the time we spend in relation to your matter including, but not limited to, opening a file, meeting with you and others (including colleagues), preparing and considering documents, preparing advice, preparing and receiving letters, emails, text messages, making and receiving telephone calls,

instructing and attending upon counsel, experts and agents, travelling and waiting time, file administration and any other activity necessary to progress your matter.

Our hourly rates vary according to the factors stated above and are detailed in the Engagement Letter sent to you, which sets out the basis of the scope of work and charging. Our rates are subject to periodic review. Our rates are also adjusted periodically to reflect the increase in seniority of the people working on your matter. We will notify you of any changes to the rates that apply to your matter.

Fee estimates provided at the beginning of a matter are a guide and should not be treated as a firm quotation. We will keep any estimates under review and provide you with updates where applicable.

We may also charge a fixed cost for expenses incurred by us in providing our services to you such as company searches, telegraphic transfers, identification checks etc. We will also expect you to pay for expenses properly incurred by us on your behalf, for example travel and subsistence costs, courier fees, agent's fees, printing, photocopying, electronic funds transfer etc.

Where our fees are subject to VAT, the amount of VAT will be detailed in our invoice and will be payable by you in addition.

Third Party Costs: We expect you to pay for all costs for specific services supplied by a third party to you. Common examples are barristers' fees, experts' fees, search fees, court fees, stamp duty, and other statutory charges. VAT will be added to costs if charged by the provider and will be identified separately on any invoice.

Fee sharing arrangements: We will inform you at the outset of any matter where an introducer has any financial or other interest in referring you to us or where there is any other relevant fee sharing arrangement.

Legal Aid: If your matter is financed fully or partly by publicly funded Legal Aid, terms and conditions may differ according to the type of Legal Aid which applies. If applicable, full details will be contained in our Engagement Letter and in Legal Aid forms and guidance sent to you from time to time during your matter.

Alternative funding/risk sharing arrangements: If we are conducting your matter pursuant to a contingent fee, a conditional fee or a damages-based agreement, additional terms will be included in our Engagement Letter or in a separate written agreement with you. Such an agreement will only displace those parts of these Terms which are inconsistent with it.

Funding by third parties: If the fees and charges you incur with us are fully or partly financed by a third party, you agree that because our contract is with you, we will invoice you and you will remain responsible to us for payment of our fees and charges.

14. Billing arrangements and payment

We will usually provide you with interim invoices during the matter and a final invoice at the end of the matter. Each interim invoice is a final invoice in respect of work done during the period referred to on the invoice.

We may issue interim invoices for third party costs immediately as they are incurred. In most cases we will ask you to make an advance payment to cover third party costs that we may have to make as part of our engagement.

We can ask you to make an advance payment at any time during your matter. We will hold any advance payment in our client account and we will apply that payment against our future fees, third party costs and/or expenses. If for any reason we do not conduct the work or incur a cost/expense the remaining amount of the advance payment will be returned to you. Any sum requested in advance should not be regarded as an estimate of our fees.

If a corporate entity wishes to instruct us, we may request personal guarantees from appropriate individuals associated with that entity.

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 seven (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 (service delivery/complaints).

We may start legal proceedings against you for unpaid invoices. If someone else agrees, or is required, to pay your legal costs that does not change your primary responsibility for them if they fail to pay or delay payment. 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. The same applies to payments on account that have been properly requested.

All payments must be made in sterling. Payment of our invoices can be made by using the bank account information on the invoice or alternatively by credit or debit card via our pay online website link.

15. Clients' money and deposit

Money we hold for you 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 Financial Services Compensation Scheme (**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.

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 five pounds (£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.

16. 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 six (6) years (or two (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 five hundred pounds (£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 five hundred pounds (£500), our liability is limited to five hundred pounds (£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.

17. 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.

18. Limitation of liability

18.1 Consumers

This clause 18.1 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.

18.2 Businesses

This clause 18.2 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 three million pounds (£3m).

Claims which are treated as a single claim for the purposes of our professional indemnity insurance will be combined in applying the three million pounds (£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:

- 18.2.1 consequential, indirect or special losses; or
- 18.2.2 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.

18.3 General liability terms

This clause 18.3 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.

19. 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.

20. Undertakings

We are often asked to give undertakings on behalf of our clients. Undertakings are commitments which are binding upon us, for example an undertaking to send documents or money to a third party. If an undertaking has been given properly we will be bound by it and cannot follow

instructions from you to breach it. You must do everything you can to allow us to comply with any undertaking properly given by us in respect of your matter. This may include you paying us an amount of money to cover our responsibility under an undertaking before we give that undertaking.

21. Service quality/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 Engagement Letter); 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 the Legal Ombudsman. Any complaint to the Legal Ombudsman must usually be made within:

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

The Legal Ombudsman will also consider complaints about financial services that are provided as incidental to legal work because it is work that is conducted within the rules of the SRA.

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.

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

Where we provide mainstream financial services in accordance with our FCA authority 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 six (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.

If you are unhappy with any of our invoices you may be able to apply to the court for an assessment under Part III of the Solicitors Act 1974. The process and time limits are explained on the reverse of each invoice.

If, during your matter, we engage the services of a barrister or other specialist we will provide you with details of their terms and conditions of business and how to access their complaints process.

The SRA can help you if you are concerned about our behavior. This could be things like dishonesty, taking or losing your money or treating you unfairly because of your age, a disability or other characteristic. [SRA | Your right to complain | Solicitors Regulation Authority](#).

22. Ending the agreement

You or we may bring the provision of all or any services to an end. We will not do this without giving you reasonable notice and without having a good reason which could include:

- if you do not accept our advice in a material respect or the relationship of trust and confidence breaks down;
- if we reasonably believe you may be unwilling or unable to pay our fees;
- if a conflict of interests arises;
- you make a request to us to break the law or any other professional requirement;
- you do not provide us with instructions or necessary information;
- we are not satisfied with your identity or the legitimacy of funds;
- where you become a designated person for the purposes of the sanctions regime;
- where there is a reputational risk to us;
- we cease to operate in a practice area or are otherwise unable to provide you with an adequate service;
- if we are taking a risk on recovery of costs and it would not be advisable for a paying client to proceed; or
- you behave in a way that is reasonably considered by us to be materially disruptive, materially unreasonable or presents a risk of harm to any of our staff.

If the provision of services is terminated, you will be liable only for fees arising and payments made or committed up to the date of termination, together with any reasonable and proportionate fees or payments for services necessary in connection with the transfer of the matter to another adviser.

If this happens, we shall charge for services provided in accordance with our hourly rates prevailing at the relevant time and VAT will be charged as applicable. All our rights set out in these Terms shall continue to apply even if we terminate the agreement between us.

If you choose to instruct alternative legal providers at the end of the engagement, you can request us to pass your files to them. Any request must be in writing, and we will only do so if all our outstanding invoices payable by you, or a third party on your behalf, have been settled and cleared in full.

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 fourteen (14) days without giving any reason. The cancellation period will expire after fourteen (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 22, 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 fourteen (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 17. 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.