



Client Care & Terms of Business  
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Harding Evans LLP is a limited liability partnership whose principal office is at Queens Chambers, 2 North Street, Newport, NP20 1TE and uses the trading names "Harding Evans Solicitors" or "Harding Evans"

Harding Evans is authorised and regulated by the Solicitors Regulation Authority (SRA) and we must comply with the SRA's requirements in force from time to time including the SRA Code of Conduct for Solicitors, RELs and RFLs and the SRA Code of Conduct for Firms and the SRA Accounts Rules. These documents can be accessed via the SRA's website at: [www.sra.org.uk/solicitors/standards-regulations/](http://www.sra.org.uk/solicitors/standards-regulations/).

The SRA is the independent regulatory arm of The Law Society of England and Wales, our professional body.

Harding Evans reserves the right to vary or amend these Terms and Conditions from time to time. Any amendment will take effect from the date of the amendment.

Thank you for instructing Harding Evans LLP in respect of your legal matters. This document sets out our Terms and Conditions and should be read in conjunction with other documentation that we may send to you/refer to setting out the basis upon which we will act on your behalf.

Details of the individuals acting for you will be contained in a client care letter, which has been sent to you separately. However, the following are general matters upon which we need to advise you.

### **Hours of Business**

Our hours of work are 8:30am – 5pm Monday to Friday.

### **Agreement**

This document (which is referred to throughout as "this Agreement") confirms the terms and conditions on which you instruct us to act as your solicitors and on which we agree to accept your instructions. We will infer your acceptance of these terms and conditions (and those contained in other documents we have sent you) by your ongoing instructions/correspondence.

Unless otherwise agreed in writing, this Agreement shall apply to all further instructions given by you to us, save and except that the rates applicable will be those applying at the date of further instructions, and subject to an annual review.

None of the provisions of this Agreement are intended to, or will operate to confer any benefit, (pursuant to the Contracts (Rights of Third Parties) Act 1999) on a person who is not named as a party to this Agreement.

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## 1. Communication

- we will avoid jargon and use Plain English explaining any necessary legal terms;
- we will communicate with clients in the way they prefer;
- we will tell clients how long we expect things to take and update them regularly on progress;
- if the issue is more time sensitive or clients tell us they need a response in a particular timeframe we will endeavour to meet their requirements.

## 2. Your Duty to Us

It is often said that a Solicitor is only as good as the information given to him by his Client. It is important that you have disclosed to us all information which is necessary and reasonably relevant to your matter and that all the information is true and accurate and not misleading.

It is important that you advise us as soon as possible, if you become aware of anything which is inconsistent with any of the information previously disclosed, or which renders any previous information untrue, inaccurate or misleading.

## 3. Our Charges & Expenses

Primarily, our charges are based on the time we spend on your matter, which is calculated in 6-minute units. Such time includes meetings with you and others, time spent travelling, considering, researching, drafting, preparing and working on papers and correspondence as well as the time taken in making and receiving telephone calls. Short letters and emails received or written are charged as a tenth of the solicitor's hourly rate and short telephone calls are charged in the same way. Longer letters or telephone calls which take longer than six minutes to be dealt with are charged in accordance with the time taken to deal with them.

The hourly charge reflects the cost of overheads and from time to time it is reviewed, having regard to changes in salaries and other overheads. We will write to you separately with details of the hourly rates applied to your matter if applicable. Our overheads include, in addition to staff salaries, such matters as the upkeep of a top-class library, computer equipment, business rates, maintenance of offices, practising fees and professional indemnity insurance.

We encourage all clients to check whether they have legal expenses insurance, which may cover legal costs. These policies are sometimes provided as part of a client's banking arrangements or household insurance. It is the client's responsibility to check for the existence of a policy, and to notify us if you have such cover.

The hourly charge is presently reviewed in April of each year, but we reserve the right to review the rates as and when the need arises. In the event of any revision of rates during the currency of the matter, we will tell you in advance.

We strive to make our charges fair and transparent but there may be occasions when a client will wish to query or complain about a bill. Should you have occasion to query or complain about our bill, then you should refer to the firm's complaints procedure (see website). The firm is entitled to charge interest should all or any part of a bill remain outstanding.

## 4. High Value Matters

In complex Court proceedings such as probate, corporate/commercial and property transactions involving substantial financial consideration or benefit, our fees may be calculated by reference not only to the time spent but also by reference to the value, thus reflecting the importance of the transaction, its urgency, its complexity and the added responsibility falling on the Firm. In such a matter, we will write to you separately if the high value element applies.

## 5. Standard Fees

In some circumstances we may be able to agree a standard fee with you. The standard fee will be estimated and agreed on the basis that the transaction will proceed smoothly and without any unexpected additional work.

In the event of there being additional work, and unforeseen complications, we will (provided the circumstances permit) advise you in writing in advance of the additional cost. Without attempting to be exhaustive, examples might include property matters with title difficulties, planning problems, lenders' requirements, insurance cover and undue delays in exchange of contracts. We also reserve the right to charge abortive fees if the matter does not complete.

We will attempt to agree any additional charge with you. If we cannot reach agreement, we would do no further work and we would charge you on the hourly basis as set out in the section entitled Termination.

## 6. VAT, Expenses and Disbursements

VAT, expenses and disbursements are payable in addition to our charges, however calculated. VAT is payable at the rate for the time being in force.

### 6.1 Expenses

Examples of these are travelling expenses and bank transmission fees. There may be exceptional circumstances under which we may charge additional expenses e.g. if we are required to carry out bulk photocopying. We will however, advise you if such circumstances arise.

### 6.2 Disbursements

It is frequently necessary to incur payments on your behalf, such as fees payable to the Court, Counsels' and Experts' fees, Stamp Duty and Search Fees, which you would need to pay us in advance. If you are eligible for the court fee exemption in certain cases you will need to provide the relevant documents and completed application form.

## 7. Consumer Contracts (information, Cancellation and Additional Charges) Regulations 2013

For some instructions, the above Regulations may apply and you may have the right to cancel your instructions without charge within 14 days of the date on which you have asked us to act for you. If these Regulations apply to you, we will make it clear and provide all the necessary information. If these Regulations apply to you and you wish to cancel your agreement with us, you will need to return the Notice of Cancellation which will be provided to you within this period of time although this is not obligatory provided that you communicate your Notice of Cancellation in some other form. If it is the case that you authorise us to commence work on your case prior to the end of this 14-day cancellation period, you understand that you will be responsible for any costs incurred by us during that period and prior to any cancellation being provided. If it is the case that you wish for us to commence work prior to the end of the 14-day cancellation period, you should complete the relevant form of Notice which will be provided to you.

## 8. Billing and Payment of Fees

### 8.1 Payment on Account

We reserve the right to require a sum of money to be provided on account of our professional fees, expenses and VAT ("costs") before any work is undertaken. Such payments, together with any accrued interest, will be retained in our client account and applied towards payment of future bills. We will provide you with a bill of costs or other written notification of costs, prior to transferring monies held in our client account. Any such payment will be for the specific sum identified in the bill of costs or written notification of costs incurred.

### 8.2 Interim Bills

Each interim bill is an interim statute bill covering from the date the work is undertaken to the date of delivery of the bill, unless we indicate otherwise. We are entitled to payment of interim statute bills as a matter progresses. The frequency and timing of any interim billing may be on a monthly basis but we may vary the frequency and timing of interim billing at our complete discretion.

### 8.3 Joint Clients

If we are instructed by joint clients then, unless otherwise agreed, all clients are jointly and severally liable

for our fees, notwithstanding any agreement between you as to how you will share the costs. This means that we will be able to look to one client only or to each of our clients to pay the whole of or any balance of any unpaid fees. Instructions are understood to be for the purposes of all of those instructing us. We will act on instructions from any one of those clients unless you instruct us otherwise. Liability to pay our costs is joint (all the clients together) and several (each may be liable for the whole amount). If instructions are given on behalf of a client, we are entitled to assume that the person giving the instructions has lawful authority to instruct us. If not, then that person will be liable to us as if they were our client.

#### 8.4 Corporate Entities

When we accept instructions from a corporate entity (such as a limited company or limited liability partnership) we may require personal guarantees in relation to our fees and disbursements from appropriate directors, members or shareholders (or other individuals or companies).

In respect of any instructions we receive from a limited company or limited liability partnership, the signatory to any letter of engagement personally guarantees payment of any fees outstanding to us.

#### 8.5 Payment of Fees

Payment is due on delivery of our interim statute bill or request for payment. If payment is not received within 14 days of the date of the interim statute bill, interest will become due and payable daily with effect from that date at the rate of 8% per annum. The right is reserved to charge the statutory rate if the Late Payment of Commercial Debts (Amendment) Regulations 2018 is applicable.

We will charge interest on any outstanding costs owed by you or your opponent and will retain the same from any monies received. This will not apply to Legal Aid cases.

If on completion of a transaction/matter, there are sufficient funds available, we will deduct the specific sum identified in our bill of costs or completion statement before accounting to you, unless we have previously agreed to the contrary in writing.

If by completion we do not have sufficient cleared funds available to pay all costs and disbursements including our own fees, we reserve the right at our absolute discretion to decline to complete the transaction until we are in receipt of sufficient cleared funds.

In any matter, where payment of our interim statute bill is overdue for a period of more than 14 days. We reserve the right to decline to undertake any further work on your behalf until we are in receipt of sufficient cleared funds and cleared funds on account of any charges and expenses that are estimated to be incurred for the duration of the matter. This may mean that there is a delay to the progression of your matter.

Failure to pay our interim bill (or to provide money on account) may mean that we stop acting for you. That may have consequences for the progression of your matter. We will not be liable for any losses resulting from our refusal to continue act, which was contributed to by your failure to pay our bill or to make a payment on account.

We also reserve the right to take enforcement action for the recovery of unpaid costs and disbursements. Any costs associated with the issue and enforcement of proceedings will be added to the outstanding debt. In addition, we reserve the right to exercise a lien on all papers and documents relating to any matters. This means that we can retain all papers in our possession until our fees are paid in full.

We reserve the right to render interim statute bills for our charges and expenses while the work is in progress and on or after completion of the work. If requested by you, to help you budget for the transaction; we will send you interim statute bills on a monthly, quarterly or other regular basis. Whilst we charge such sums as may be fair and reasonable having regard to all the circumstances of the case, in the event that you wish to object to our bill you may apply to the Court for an "assessment" under Part III of the Solicitors Act 1974. The Court will not usually order a bill to be assessed if:

- The bill has already been paid;

- After 12 months from delivery of the interim statute bill; or
- If a Judgment has been obtained for the recovery of the costs in the bill.

## 8.6 Cash

We only accept payment in cash up to a limit of £500 during the lifetime of the matter, by prior arrangement with the firm's accounts department. If you deposit cash in excess of £500 direct into our bank account, we reserve the right to charge you for any additional checks we consider necessary regarding the source of the funds.

## 8.7 Credit/Debit Cards

We accept payment by credit and debit card. There is no charge for card payments.

## 9. Funds

### 9.1 Source of funds

At the start of a matter, we will normally ask you to tell us the source of any funds you may be using. It is simpler if the source is in an account, in your name, in a UK bank or building society. If the source is an unusual one, such as an account in another country or in the name of someone other than yourself, please tell us as early as possible, including the reason.

If monies are paid into the firm's account without our knowledge, this is likely to delay the transaction and you may incur additional fees. We may need to undertake money laundering checks on this money. Only transfer money to us when we have requested you to do so.

We have obligations under the Money Laundering Regulations, which require us to be satisfied as to the origin of funds being used. We may require evidence from you as to the source of funds. If you are unable to provide satisfactory evidence, we may not be able to act for you. This could mean that we are unable to progress your matter. We will not be responsible for any losses incurred as a result of your failure to provide us with sufficient evidence to satisfy the Money Laundering Regulations. It is your responsibility to make us aware of any issues that could arise as a result of the source of funds being used in any transaction/matter.

We reserve the right to apply additional charges where we need to undertake further investigations in order to satisfy the Money Laundering Regulations. This may include situations where we have to undertake checks on third parties providing money as part of your transaction, or where the money has come from an usual source.

### 9.2 Destination of funds

Where we have to pay money out to you, we would normally do so by cheque in your favour, or into an account in your name. If you wish us to pay money to someone else, please tell us as early as possible, including the reason. It will not always be possible for us to pay money to an account that is not in your name.

### 9.3 Residual balances

Once we have concluded your instructions, we are required to return to you any money we hold which belongs to you. Sometimes returning this money can be difficult, for example we may have received a refund from another party a long time after the matter concluded and you may have moved home and we do not hold your bank details.

The steps we will take to return the money will depend on the amount we continue to hold. For smaller amounts, we may write to you at the address we hold on file. In the absence of a response within a reasonable time, we will pay the money to charity.

In relation to smaller residual balances, on matters where we do not hold your bank details, we reserve the right to repay these amounts by way of postage stamps. This negates the administrative burden of sending cheques which may not be cashed.

## 10. Court Proceedings

It is important if you are involved in Court proceedings, that you both check with us and check yourself whether your costs may be covered by other persons e.g. an employer or Trade Union. It is also important to check whether you may be covered by pre-purchased insurance for our costs and the other side's costs.

### 10.1 Your Costs

If you are a private client, you are responsible for the payment of our costs and expenses, irrespective of whether or not you are successful in your action. In the event of a successful outcome to your action, you may be awarded costs from another party. The amount of whose costs may be less than the amount of costs due to us. In other words, the other party may not be ordered to pay all your charges and expenses. We may be able to claim interest on the costs awarded and we will retain this interest to the extent that any of our charges are either outstanding or remain to be billed.

If the other party is legally aided from Public Funds, it is unlikely that you will recover any of your costs and expenses even if you win the case.

### 10.2 Other Party's Costs and Expenses

In some circumstances, the Court may order you to pay or contribute towards the other party's legal costs and expenses. For example, if you lose the case or an Application is made during the case, these costs would be in addition to our costs and expenses.

We will have discussed with you whether our costs and expenses and the risk of you being ordered to pay the other side's costs might be covered by existing insurance, and if not, whether it would be advisable for you to have insurance to meet the costs and expenses of the other side, if you are so ordered by the Court. We have included in the additional information provided to you a leaflet entitled 'Important Costs Information in Court Proceedings'.

These set out detailed information on the way legal fees are treated in Court proceedings and the implications of settlement offers.

### 10.3 "No Win, No Fee" Agreements

In certain circumstances, we are able to offer you a Conditional Fee Agreement (CFA). If we agree to take on your case under a CFA, it will be necessary for you to enter into an additional form of agreement with us.

### 10.4 Legal Aid Agency (LAA)

We will have discussed with you whether legal aid from Public Funding is available for this matter and whether you qualify for it. If you are eligible for Public Funding, you must read the section "Statutory Charge and Public Funding".

### 10.5 Statutory Charge and Public Funding

If you have applied for and you are granted Public Funding, our costs will be met by the Legal Aid Agency (LAA). You may be required to pay a contribution, and you will be advised of this when you receive your offer. If the offer of Public Funding is accepted by you, then it is important that you are aware of the following:

- If you recover or preserve property, unless our costs have been paid in full by the other Party, or your case falls into one of the exempt categories, the LAA will claim from you the amount paid to us in costs. This is called the "Statutory Charge". Any contributions you have paid will be taken into account.
- You have a duty to disclose a change of address or financial means to the LAA. If, at any time, you fail to co-operate with the LAA or fail to pay a contribution, you run the risk of having your Certificate revoked, with the result that you could be personally liable for the costs incurred to date.

## 10.6 Family Cases

If a property is transferred into your sole name, then the LAA may register a Charge against the property, representing the amount of costs paid on your behalf to us. The Charge operates like a mortgage, and repayment will only apply when you voluntarily sell your property. Interest at a variable rate is payable and the current rate is 8% per annum.

## 11. Conflict of Interest

We search our records to guard against conflicts of interest. We regret that where a conflict arises, we may have to decline your instructions. Sometimes a conflict may only be identified after we have started acting for you, for example where further details of your matter emerge. In this situation, we may have to cease acting for you and advise you to seek alternative legal representation. You will be liable to pay our fees up to the point we cease acting for you.

## 12. Conduct of Business Rules

We are committed to providing you at all times with a high quality, friendly and efficient service to meet your needs. All our Partners and staff are aware of the need to keep our clients regularly informed of progress and to provide you with appropriate information on the issues involved at all relevant times.

If at any time you believe our service to you could be improved, or if you are dissatisfied with any aspect of our service, please raise the matter immediately with the Partner or other person responsible for that aspect of our services to you. We will try to resolve any problem quickly and operate an internal complaints handling system to help resolve the problem.

If, after discussing your concern with the person responsible, you remain concerned, or if you would prefer to discuss the matter with someone else (other than the person dealing with your matter), please contact our Head of Compliance who is the person nominated to investigate your complaint. Details of our complaints procedure can be found on our website. If for any reason we are unable to resolve the problem between us, then the Legal Ombudsman provides a complaints and redress scheme.

## 13. Ending of Instructions

You may end your instructions in writing at any time. Upon ending your instructions, we are entitled to retain certain of your papers and documents on all your matters, until all money owing to us for our charges and expenses has been paid.

We may decide to stop acting for you. We will endeavor to give you reasonable notice. There are a number of reasons why we may stop acting for you, including your failure to pay an interim bill; a failure to give us proper instructions or the breakdown of our professional relationship.

If for any reason your matter does not proceed to completion, then you will be required to pay our charges and expenses incurred to the date of the written notice. If we have agreed a fixed fee with you and the matter is not finished, the fees will be the lesser of the fixed fee (exclusive of VAT, disbursements and expenses) and a sum calculated by reference to the hours spent.

If you are not instructing us on a business matter you have cancellation rights in the first 14 days as set out in the Notice of Cancellation form provided.

## 14. Termination of Services

Our lawyer-client relationship will be considered terminated upon our completion of the specific services that you have retained us to perform, or if open-ended services are to be provided, when more than six months have elapsed from the last time we furnished any billable services to you.

The fact that we may inform you from time to time of developments in the law which may be of interest to you, by email, newsletter or otherwise, should not be understood as a revival of a lawyer-client relationship. We have no obligation to inform you of such developments in the law unless we are specifically engaged to do so.

## 15. Financial Conduct Authority (FCA)

If during your transaction you need advice on investments, we may have to refer you to someone who is authorised by the Financial Conduct Authority (FCA), as we are not. However, as we are regulated by the Solicitors Regulation

Authority we may be able to provide certain limited investment services where these are closely linked to the legal work we are undertaking for you.

#### **16. Insurance Distribution Directive (IDD)**

We are not authorised by the Financial Conduct Authority. However, we are included on the register maintained by the Financial Conduct Authority so that we can carry on insurance distribution activity, which is broadly the advising on, selling and administration of insurance contracts. This part of our business is regulated by the Solicitors Regulation Authority and arrangements for complaints or redress if something goes wrong are subject to the jurisdiction of the Legal Ombudsman.

The register can be accessed via the Financial Conduct Authority website at: <http://www.fca.org.uk/firms/financial-services-register>.

#### **17. Tax Advice**

We are not tax specialists, Clients should seek advice from a specialist if they are in any doubt about the tax implications of an instruction, or indeed instruct us to seek such advice on their behalf, if necessary.

#### **18. Third Parties**

If we have to engage other professionals on your behalf (such as counsel, overseas lawyers, accountants, expert witnesses or costs draftsman) whether in the UK or abroad, we will do so as your agent. We cannot be responsible for any act or omission of such a professional unless otherwise agreed in writing.

#### **19. International or Specialist Work**

Where advice or assistance is required in other jurisdictions, or in areas of law in which we do not practice, we will discuss with you the selection of appropriate advisors and will engage them as agent on your behalf. You will be directly liable to them for their fees and expenses in accordance with the terms agreed with them. Unless otherwise agreed, our advice will relate to English and Welsh law only.

#### **20. Interest**

We pay interest in accordance with the SRA Accounts Rules. Full details of our interest policy can be found on our website.

Interest will not be paid if the total amount calculated for the period that cleared funds are held is:

- Less than £50
- On monies held for fewer than 7 days
- For payment of a professional disbursement once counsel or other professional has requested a delay in settlement
- For the Legal Aid Agency
- On an advance from us into our general client account to fund a payment on your behalf in excess of funds already held for you in that account.

We also reserve the right to charge negative interest if the Bank of England base rate were to fall below 0.01%. We would absorb any cost less than £40, however any charge above this would be re-charged onto you.

#### **21. Payment of Commissions**

We are legally bound to inform you of any commissions we may receive from a third party for business referred to them by us whilst dealing with your case. If we receive commission in respect of your case, we will advise you by way of separate letter.

#### **22. Financial Services Compensation Scheme (FSCS)**

The Financial Services Compensation Scheme is the compensation fund of last resort for customers of authorised financial services firms. This means that FSCS can pay compensation if a bank is unable, or likely to be unable, to pay claims against it.

All client monies are deposited in an instant access Client Account held with National Westminster Bank PLC and Santander. In the event of a banking failure Harding Evans will not be held liable for any losses incurred as a consequence of that bank's failure.

From January 2017 the FSCS will only protect deposits of client money deposited up to a limit of £85,000. Any amounts in excess of £85,000 will not be recoverable through the FSCS. Therefore, if you also bank with National Westminster Bank, the total claim you can make through the FSCS for all monies either deposited in our instant access Client account or in any account held with National Westminster Bank in your own name cannot exceed £85,000.

The FSCS may provide protection for "Temporary High Balances" where upto £1million is held for 6 months. This applies to money held following certain "life events". These life events include: property transactions; payments under an insurance policy personal injury compensation; inheritance/estate money and divorce settlements. Further details can be found on the FSCS website: [www.fscs.org.uk](http://www.fscs.org.uk)

The FSCS cannot confirm the eligibility of a particular temporary high balance unless/until a bank or building society actually fails. This is because they would need to review all of the available evidence to check that there was a sufficient connection between the relevant life event and the sums in the account.

In the unlikely event of the failure of one or more of our banks, we will disclose relevant information about your deposit to the FSCS to enable a claim to be made.

### **23. Proof of Identity**

The law requires solicitors, as well as banks, building societies and others to obtain satisfactory evidence of the identity of their clients.

### **24. ID Fraud**

Whilst we will always endeavor to obtain Proof of Identity as set out at paragraph 22, above, we cannot be held responsible for any failure of another solicitor or firm. We are not liable to you for any loss arising from ID Fraud by any party represented by another solicitor.

### **25. Money Laundering**

Solicitors are under a professional and legal obligation to keep the affairs of clients confidential. This obligation is subject to a statutory exception. Legislation relating to money laundering and terrorist financing has placed solicitors under a legal duty in certain circumstances to disclose information to the National Crime Agency (and any successor agencies).

These circumstances include where a solicitor knows or suspects that any form of transaction on behalf of a client involves an aspect of money laundering. The solicitor may be required to make a money laundering disclosure. If this happens, we will automatically stop carrying out any work on all live matters. We may not be able to inform you that a disclosure has been made or of the reasons for it as the law prohibits "tipping off".

Harding Evans cannot be held responsible for any losses incurred in the event your client matter is delayed as a result of the above.

### **26. Confidentiality and Disclosure**

We undertake to take all reasonable steps to safeguard and maintain the confidentiality, integrity and accessibility of information entrusted to us by you. We may release information where it is necessary for the legal services that we provide to you, where it relates to the administration of the firm's relationship with you, where we organise an event jointly with a third party or where we are required by law or by any professional or regulatory body.

In order to comply with court and tribunal rules, all documentation relevant to any issues in litigation, however potentially damaging to your case, has to be preserved and may be required to be made available to the other side. This aspect of proceedings is known as 'disclosure'. Subject to this, we will not reveal confidential information about your case except as provided by these terms of business and where, for example, your opponent is ordered to pay your costs, we have to meet obligations to reveal details of the case to them and the court.

Where we act for two or more clients jointly it is on the clear understanding that we are authorised to act on instructions from either, both or any of them.

### **27. Data Protection Legislation**

As solicitors, we have a duty of confidentiality to you under the SRA Codes of Conduct. We take that duty very seriously and it is part of our professional culture to protect your personal data. In some circumstances we will have a legal obligation to share your personal data with public agencies and authorities.

We are also registered under the Data Protection Act with the Information Commissioner.

We use the information you provide primarily for the provision of legal services to you and for related purposes. Our use of that information is subject to your instructions, the Data Protection Act, and from the 25 May 2018, the General Data Protection Regulation (GDPR).

Further information on how we process your personal data and our lawful bases, for doing so under the GDPR, can be found in our Privacy Notice, on our website at ([www.hardingevas.com](http://www.hardingevas.com)). If you do not have access to the Internet, then please inform the fee earner with conduct of your matter and they will send you a paper copy of the Privacy Notice.

Although the law changed on 25 May 2018, it will not alter the way we process your information. If you refuse to provide certain information or object to us sharing it with others, then we may not be able to progress your matter or indeed continue to act for you.

Please note that our work for you may require us to give information to external third parties such as expert witnesses and other professional advisors and auditors. Some of those third parties such as barristers and doctors will be subject to their own professional codes of conduct with regard to confidentiality. We have entered into appropriate confidentiality/privacy agreements with relevant third parties.

We may share confidential or sensitive information with you as part of your case. You agree to preserve the confidentiality of that information and to use it only for the purposes for which it was provided to you. You ensure that when you no longer have any legitimate use for the information, it is confidentiality destroyed. We can assist with the confidential destruction of the material.

You have the right to access the personal data that we hold about you. You also have other rights such as the right to object to us sending you information. You can exercise these rights by simply writing to Daniel Wilde, our Data Protection Compliance Partner who has overall responsibility for Data Protection. If you have difficulty in putting your request in writing, then please contact us in some other way and we will do all that we reasonably can to accommodate you and enable you to exercise your rights. We may ask you for proof of identity when you make a data subject access request.

Further information on your rights can be found in our [Privacy Notice](#).

If you apply for Legal Aid, we are obliged to share information about your case with the Legal Aid Agency (LAA) and are subject to their Data Security Requirements. Further details about the rights of the LAA will be set out in your legal aid application or alternatively, you can ask us for further information about this.

### **28. Direct Marketing**

We may from time to time send you information, which we think, might be of interest to you. If you do not wish to receive that information, please notify our office in writing.

### **29. Recording of Telephone Calls**

We may monitor and record telephone calls with you in case we need to check we have carried out your instruction correctly, to resolve queries or issues, for regulatory purpose, to help improve our quality of service, and to help detect or prevent fraud or other crimes. Conversations may also be monitored for staff training purposes.

### **30. Outsourcing**

Sometimes we ask other companies or people to undertake typing, photocopying or other administrative work on our files to ensure this is done promptly and meets our quality and service standards. We may instruct external consultants and advisors to review your file(s) and information with a view to assisting us with our compliance. We will, where appropriate, seek a GDPR-compliant confidentiality agreement with outsourced providers.

### **31. Auditing & Vetting of Files**

External firms or organisations may conduct audits or quality checks on our practice. These external firms or organisations are required to maintain confidentiality in relation to your files. The firm may allow third parties to review

client matters in certain, limited situations. This will include business reasons such as in advance of a potential merger or acquisition. In such a situation, we will ensure that necessary safeguards are put in place, including confidentiality agreements.

We also have to be audited by our Accountants. As a result of this we are or may become subject to periodic checks by outside assessors/accountants. This could mean that your file is selected for checking, in which case we would need your consent for inspection to occur. All inspections are, of course, conducted in confidence. If you prefer to withhold consent, work on your file will not be affected in any way. Since very few of our clients do object to this we propose to assume that we do have your consent unless you notify us to the contrary. We will also assume, unless you indicate otherwise, that consent on this occasion will extend to all future matters, which we conduct on your behalf. Please contact us if you would like us to mark your file as not to be inspected. Please note that if you are legally aided, the LAA and its auditors have the right to inspect/audit your file(s).

### **32. Electronic Communication**

We may correspond, convey documentation and generally communicate with you and any third party in connection with our services electronically (unless you expressly request otherwise on specific matters) and receive such communications from you and any third party.

You and we understand and acknowledge that the electronic transmission of information by email on the Internet or otherwise has inherent risks and that such communications may become lost, delayed, intercepted, corrupted or be otherwise altered, rendered incomplete or fail to be delivered. We shall use our reasonable endeavours to ensure that electronic communications that we send are free from viruses and any other material which may cause inconvenience or harm to any other computer system and you undertake to do likewise with any electronic communications you may send to us.

However because the electronic transmission of information cannot be guaranteed to be secure or error-free and its confidentiality may be vulnerable to access by unauthorised third parties, neither you nor we shall have any responsibility or liability to each other on any basis other than your or our bad faith or willful default in respect of any error, omission, claim or loss arising from or in connection with the electronic communication of information by us to you or any third party or to us by you or any third party (or their or our reliance on such information).

For your convenience documents may be made available to you in electronic as well as hard copy format. Multiple copies and versions of documents may therefore exist in different media. In the case of any discrepancy the signed hard copy should be regarded as definitive.

### **33. Storage of Papers and Deeds**

We will be entitled to keep certain of your papers and documents on all of your matters while there is money owed to us for fees and expenses.

We will keep our file of papers in accordance with our destruction policy (copy available on request). This will generally be for up to 7 years (subject to exceptions), except those papers that you ask to be returned to you. Files will be confidentially destroyed in accordance with our destruction policy. We will not destroy documents you ask us to deposit in safe custody.

In relation to documents you provide to enable us to comply with our duties under the Money Laundering regulations, we would keep these in line with our destruction policy. The length of time they are kept will vary depending on the type of matter you have instructed us on. In relation to a conveyancing matter we would generally keep the documents for 7 years.

If we require your file (or part of it) in relation to ongoing or new instructions to act for you, we will not normally charge for the retrieval of the file. However, we reserve the right to charge if you request the retrieval of your file for any other reason (including to provide the file to a third party/alternative representative). We will charge a minimum of £50 for the retrieval of a single file. For more substantial/complex matters, we will charge an hourly rate for the time spent retrieving, reviewing and delivering the file. We will agree a fee with you before we incur any cost. We reserve the right to provide an electronic copy of the file, rather than a physical copy.

### 34. Copyright and Intellectual Property

We retain all copyright and intellectual property rights in all material developed, designed or created by us during the course of carrying out your instructions including systems, software, know-how, reports, written advice, drafts and working papers.

### 35. Limitations on our Liability

Our liability to you for a breach of your instructions shall be limited to £3 million, unless we expressly state a higher amount in the letter accompanying these terms of business.

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

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

### 36. Equality Act

Harding Evans is committed to promoting equality, diversity & inclusion in all of its dealings with clients, third parties and employees. Please contact us if you would like a copy of our equality, diversity & inclusion policy.

### 37. Force Majeure

We shall not be liable for failure to perform or for any delay in performing our obligations if the failure or delay is due to causes beyond our control including but not limited to the pandemic, extreme weather, riot, curfew, war, terrorism, industrial action, the conduct of any police or other official investigation or delays in providing or non-provision of National Crime Agency consent following a disclosure under the anti-money laundering legislation.

### 38. Severance and Applicable Law

Should any of the terms of business be held to be invalid, the remainder will continue with full force and effect. The terms of business shall be governed by and construed in accordance with the laws of England and Wales. Any dispute arising out of our engagement or those terms shall be subject to the exclusive jurisdiction of the Courts of England and Wales.

Now that you have become a client of Harding Evans LLP, we consider ourselves to be at your service. If you would like advice on any of our legal services, please contact the departments as below:

### Departmental Contacts

Craig Court	Public Law & Private Litigation
Siobhan Downes	Children Law
Ben Jenkins	Commercial Litigation
Mike Jenkins	Company/Commercial Law & Commercial Property
Laura Selby	Wills, Probate & Trusts
Victoria Smithyman	Personal Injury
Kate Thomas	Matrimonial & Family Law
Ken Thomas	Medical/Clinical Negligence
Daniel Wilde	Employment Law
Wyn Williams	Residential Property