

## ZGRP LIMITED GENERAL TERMS AND CONDITIONS OF BUSINESS

### 1. Definitions and interpretation

The following definitions and rules of interpretation apply in these terms and conditions of business.

#### 1.1 Definitions.

**Business Day:** a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

**Charges:** the sums payable for the Services.

**Client:** the person or firm engaging Zgroup in respect of the Services.

**Contract:** these terms and conditions of business and any Client Care Letter.

**Client Care Letter:** any client care letter issued by Zgroup to the Client in respect of the provision of the Services.

**Rules:** the SRA's Account Rules.

**Services:** the services that Zgroup agrees to supply to the Client.

**SRA:** the Solicitor's Regulation Authority.

**Supervising Partner:** any person named as such in a Client Care Letter.

**VAT:** value added tax or any equivalent tax chargeable in the UK.

**Zgroup:** Zgrp Limited, a private company limited by shares and incorporated in England and Wales with company number 09168494, whose registered office is situate at Ibex House, 162-164 Arthur Road, Wimbledon, London, SW19 8AQ.

1.2 Clause headings shall not affect the interpretation of these terms and conditions.

1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.4 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

- 1.7 These general terms and conditions of business shall be binding on, and enure to the benefit of, the parties to the Contract and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.8 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.9 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.10 A reference to **writing** or **written** does not include fax.
- 1.11 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.12 A reference to **these general terms and conditions of business** or to any other agreement or document referred to in these general terms and conditions of business is a reference of these general terms and conditions of business or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of the Contract) from time to time.
- 1.13 References to clauses are to the clauses of these general terms and conditions of business.
- 1.14 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

## **2. About Zgroup's regulators**

- 2.1 Zgroup offers legal, accounting and architecture professional advice.
- 2.2 Advice given and work carried out by Zgroup which is of a legal nature and are "regulated activities" are regulated by the SRA of England and Wales, SRA number 619491 and will include Zgroup's reserved legal activities and any legal activity prescribed by the SRA as integral reserved legal activities. Details of the professional rules which apply in this respect can be viewed on the SRA website at [www.sra.org.uk](http://www.sra.org.uk)
- 2.3 Advice given and work carried out by Zgroup which is of an accountancy nature are regulated by the Institute of Chartered Accountants in England and Wales (**ICAEW**), ICAEW number 1206825. Details of the professional rules which apply in this respect can be viewed on the ICAEW website at [www.icaew.com](http://www.icaew.com)
- 2.4 Advice given and work carried out by Zgroup which is of an architecture nature are regulated by the Royal Institute of British Architects (**RIBA**), RIBA number 20019824. Details of the

professional rules which apply in this respect can be viewed on the RIBA website at [www.architecture.com](http://www.architecture.com)

- 2.5 Zgroup may be required to provide evidence to its regulators that it complies with its regulatory requirements and unless notified otherwise by the Client in writing, Zgroup is authorised to produce Client files and other documents to its regulators, as an exception to Zgroup's undertakings regarding confidentiality.

### **3. Zgroup's responsibilities**

- 3.1 Zgroup shall supply the Services with reasonable care and skill and in accordance with any scope of works included in a Client Care Letter, or otherwise agreed by Zgroup.
- 3.2 Zgroup shall use reasonable endeavours to meet any performance dates specified, but unless expressly agreed otherwise by Zgroup, any such dates shall be estimates only and time for performance by Zgroup shall not be of the essence of the Contract.
- 3.3 Zgroup provides the Services solely in accordance with the laws of the English and Welsh legal jurisdictions in which Zgroup operates.

### **4. Client's obligations**

- 4.1 The Client shall:
- (a) co-operate with Zgroup in all matters relating to the Services;
  - (b) provide for Zgroup, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to such information, data and other facilities as reasonably required by Zgroup for the performance of the Services;
  - (c) provide to Zgroup, its agents, subcontractors, consultants and employees in a timely manner all documents, information, items and materials in any form (whether owned by the Client or third party) reasonably required by Zgroup in connection with the Services and ensure that they are accurate and complete;
  - (d) treat Zgroup's officers, employees, agents, subcontractors and consultants with respect and without harassment.
- 4.2 If Zgroup's performance of its obligations under the Contract is prevented or delayed by any act or omission of the Client or the Client's officers, employees, agents, subcontractors or consultants, then, without prejudice to any other right or remedy it may have, Zgroup shall not have any liability to the Client.
- 4.3 Zgroup is committed to promoting compliance with the requirements of the Criminal Finances Act 2017 within our practices as well as in those areas in which we have influence. We do not

tolerate tax evasion, or the facilitation thereof in any circumstances, whether committed by or facilitated by you, personnel or associated persons or companies.

## **5. Non-solicitation**

5.1 The Client shall not, without the prior written consent of Zgroup, at any time throughout the period of the Contract and for a period of ten months after the termination, cancellation or expiry of the Contract, solicit or entice away from Zgroup or employ or attempt to employ any person who is, or has been, engaged as an employee, consultant or subcontractor of Zgroup in the provision of the Services.

## **6. Charges and payment**

6.1 In consideration of the provision of the Services by Zgroup, the Client shall pay the Charges.

6.2 Unless expressly agreed otherwise by Zgroup, any Charges quoted represent an estimate of the time that Zgroup anticipates taking to provide the Services and therefore is not final and binding. If the scope of Zgroup's instructions change, the underlying facts change, or problems or delays occur which are outside Zgroup's control, this may result in a change to the Charges.

6.3 Where Zgroup is engaged by the Client on an annual retainer, Zgroup may increase the Charges on an annual basis with effect from each anniversary of the date of the Contract.

6.4 Zgroup may send the Client its invoice for Charges and disbursements on a monthly basis, however, circumstances may make it appropriate for Zgroup to do so at longer or shorter intervals and Zgroup reserves the right to do so.

6.5 Zgroup's invoices are due for payment on delivery and are payable in £sterling. Payment of Charges and expenses up to £500 may be made in cash, but greater amounts must be paid by cheque or bank transfer.

6.6 The Client agrees that Zgroup is authorised to apply any funds held in Zgroup's account which is not held for a specific purpose (including, without limitation, sale proceeds) towards the discharge of outstanding invoices on any matter which Zgroup is handling for the Client, whether or not the money was acquired in connection with the matter for which the invoices have been rendered.

6.7 Zgroup may incur expenses and disbursements which are incidental to the Services, including but not limited to Companies House searches and filing fees, HM Land Registry searches and filing fees and travel expenses, up to a maximum of £100 without prior approval from the Client and such expenses and disbursements shall be invoiced by Zgroup in accordance with clause 6.4 and paid by the Client in accordance with clause 6.5.

- 6.8 Notwithstanding that another party may agree, or may be ordered by a Court, to pay some or all of the Charges or expenses, the Client will remain responsible to Zgroup for full payment of all Charges and expenses and the Client shall, unless agreed otherwise in writing by Zgroup, seek to recover any such contribution from the third party in question.
- 6.9 Where Zgroup is required to provide a solicitors undertaking in the provision of the Services, then Zgroup will require payment from the Client of the full extent of Zgroup's financial exposure resulting from the giving of the undertaking and the Client shall not be entitled to the return of any monies paid to Zgroup unless and until Zgroup's obligations arising on the giving of the undertaking have ended.
- 6.10 Without prejudice to any other right or remedy that Zgroup may have, if the Client fails to pay Zgroup any Charges and/or expenses on the due date:
- (a) the Client shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 6.10(a) will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%;
  - (b) Zgroup may suspend all or part of the Services until payment has been made in full;
  - (c) Zgroup may retain any property belonging to the Client (including deeds, documents, files and money) until payment in full has been made, whether or not such property was acquired in connection the matter for which the invoices have been rendered; and
  - (d) Zgroup may apply any interest and sums in lieu of interest which has accrued in respect of any Client monies held by Zgroup towards settlement of any unpaid invoice, or hold the same on account of work in progress.
- 6.11 All sums payable to Zgroup under the Contract:
- (a) are exclusive of VAT and the Client shall in addition pay an amount equal to any VAT chargeable on those sums on delivery of a VAT invoice; and
  - (b) shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 6.12 Zgroup does not undertake legal aid work and it is important that you are aware of Legal Aid. Legal Aid is useful to a litigant because if he loses, his liability is limited to his means-tested contribution, and it is unlikely the court will allow the victor to recover any costs against him. Legal Aid is not free. In most cases it is only a loan repaid from the fruits of the action. If the assisted party succeeds and recovers or preserves any asset (except for some exemptions for maintenance and family proceedings), it is subject to the statutory charge. The statutory charge operates to put the recovery or the preserved asset first towards payment of the assisted party's legal costs, and the assisted party only gets the net balance (if any) – often much later because of the time taken in quantifying the final costs. If money is recovered, it has to be paid to the assisted party's solicitor who has to pay it into the Legal Aid Fund who carry out the

accounting and pay out the balance. The Legal Aid Agency has no power to reduce or waive the effect of the statutory charge. If a home is involved, it is sometimes possible to delay payment, but the statutory charge then operates like a mortgage and attracts interest until everything is repaid on sale. For more information please go to the LAA website [www.gov.uk/legal-aid](http://www.gov.uk/legal-aid) or telephone them directly on 0300 20 2020.

## **7. Money on account**

- 7.1 Any money received by Zgroup from a Client or on a Client's behalf in respect of legal Services, will be held in a client bank account which will be subject to the strict provisions of the Rules.
- 7.2 All Client monies are held in bank accounts with banks backed by the Financial Conduct Authority in accordance with recommended guidance by the Law Society. Zgroup's client account is held with Barclays Bank plc.
- 7.3 Where a bank where Client money is held collapses and Client money is lost as a result, Zgroup will not be liable to the Client for any losses arising out of the collapse of the bank, however the Client may have recourse to the Financial Services Compensation Scheme (<http://www.fscs.org.uk>) for compensation.
- 7.4 In accordance with the Rules, Zgroup will account to the Client for interest or a sum in lieu of interest calculated in accordance with the Rules, provided that Zgroup will not pay a sum in lieu of interest if the amount calculated is £20 or less and Zgroup may use such interest in accordance with clause 6.10(d).
- 7.5 Subject to clause 6.10(d) and clause 7.4, upon the termination, expiration or cancellation of the Contract, Zgroup will account to the Client for any Client money which it holds by cheque or bank transfer (and not by cash), unless such amount is less than £100. By agreeing to the Contract, the Client agrees to Zgroup donating such amount to a charity of Zgroup's choice, without accounting to the Client.

## **8. Data protection, marketing and use of information**

### **What information does Zgroup process?**

- 8.1 Zgroup asks Clients to provide certain information about the Client (or individuals employed or engaged by the Client) including but not limited to name, title, postal address, telephone number and/or email address. Zgroup also needs information about the Client's matter and circumstances, as well as contact information for other parties to the matter. This information may include both personal data and special categories of data as more particularly described in clause 8.6.
- 8.2 Zgroup may also receive information about the Client (or individuals employed or engaged by the Client) from third parties such as estate agents, accountants, banks, surveyors, medical

professionals, Courts, regulatory bodies and other advisors and specialists related to the Client's matter. The Client may also provide us with additional information that the Client considers relevant as part of the instruction.

#### **How does Zgroup use information?**

8.3 Zgroup will use Client information for the specific purpose for which it has been provided to or collected by Zgroup, including but not limited to:

- (a) providing information that the Client may request regarding the services that Zgroup offers;
- (b) contact the Client to introduce the Client to members of Zgroup's team;
- (c) providing the Client with services, including referring the Client to other specialist advisers both in the UK and overseas;
- (d) comply with Zgroup's statutory and regulatory requirements;
- (e) verifying the Client's identity and checking any relevant background circumstances for anti-money laundering and 'know your client' purposes
- (f) booking the Client onto a course or event;
- (g) dealing with feedback, queries or complaints;
- (h) contacting the Client for the Client's views on Zgroup's services;
- (i) administering, supporting, improving and developing Zgroup's business generally and enforcing Zgroup's legal rights.

8.4 Zgroup may also use Client information for marketing and hospitality, which shall include but not be limited to:

- (a) providing communications about Zgroup and other services that Zgroup provides that may be of interest to the Client;
- (b) providing the Client with updates on relevant areas of sector expertise and practice;
- (c) contacting the Client about other activities and events that Zgroup may undertake; or
- (d) inviting the Client for a meal or drinks or other hospitality event.

8.5 Zgroup must have a lawful basis for processing Client information, which will vary on the circumstances of how and why Zgroup holds Client information, but typical examples include;

- (a) the activities are within Zgroup's legitimate interests as a professional services firm seeking to engage with and provide services to prospective and current clients and personnel, for example, to make Zgroup's systems and procedures more efficient;
- (b) where the Client has given consent for Zgroup to process Client information, for example, in relation to certain marketing activities;

- (c) where Zgroup is carrying out necessary steps in relation to its retainer with the Client, to provide services to you;
- (d) the processing is necessary for compliance with a legal obligation to which Zgroup is subject, for example, for Zgroup to certify the Client's identity under anti-money laundering requirements, including carrying out electronic ID checks; or
- (e) to protect the Client's vital interests, for example, if you were unfortunate enough to fall ill or suffer injury on Zgroup's premises.

8.6 If Zgroup processes any special categories of information, for example information revealing racial or ethnic origin, political opinions, religious or philosophical beliefs or trade union membership, genetic data, processing or biometric data for the purpose of uniquely identifying individuals, health data, or data concerning the Client's sex life or sexual orientation, Zgroup must have a further lawful basis for the processing. This may include:

- (a) where the Client has given Zgroup its explicit consent to do so, for example, to cater for the Client's medical or dietary needs at an event;
- (b) where the processing is necessary to protect the Client's vital interests or someone else's vital interests;
- (c) the Client has made the information public;
- (d) the processing being necessary for the establishment, exercise or defence of legal claims; or
- (e) the process being necessary for reasons of substantial public interest, for example to undertake activities in relation to the prevention or detection of fraud or other unlawful or dishonest activities.

8.7 If Zgroup processes any information relating to the Client's criminal convictions or offences, Zgroup will typically rely on one of the following lawful bases;

- (a) preventing or detecting unlawful acts;
- (b) complying with Zgroup's regulatory requirements in relation to unlawful acts or dishonesty;
- (c) dealing with suspicions of terrorist financing or money laundering; or
- (d) where it necessary for Zgroup to obtain legal advice or establish, exercise or defend legal rights.

## **Marketing**

8.8 Zgroup may use Client information to invite Client's to hospitality events or other selected events and/or to send Client's information that Zgroup thinks may be of interest to the Client or

its business. This is within Zgroup's legitimate interests as a professional services firm to use your information in this way.

- 8.9 The Client will be given an opportunity to tell Zgroup whether or not it wishes to receive direct marketing materials and communication from Zgroup at the time the Client submits or provides its details to Zgroup (primarily if the Client is a private individual, a sole trader or an unincorporated partnership).
- 8.10 Where the Client does not wish to receive any direct marketing material or communications after it submits or provides its details to Zgroup, or otherwise receive communication from Zgroup, the Client shall contact Sam Wadling using the details in clause 8.11 (stating UNSUBSCRIBE in the heading of any email message) indicating if the Client does not wish to be contacted for one or more of these marketing purposes and/or via particular forms of communication, for example email or telephone. The preferences that the Client states will override any registrations that the Client or the Client's organisation may have with the relevant preference organisations (such as the telephone preference service).
- 8.11 Where the Client changes its mind about being contacted by Zgroup in the future, or changes address, or if any information that Zgroup holds about you the Client is inaccurate or out of date, the Client shall let Zgroup know by emailing: Sam Wadling at [sam@zgrp.co.uk](mailto:sam@zgrp.co.uk) or writing to Sam Wadling at: Zgroup, Ibex House, 162-164 Arthur Road, Wimbledon, London, SW19 8AQ or calling 0208 944 1180 and asking for Sam Wadling.

#### **CCTC surveillance**

- 8.12 CCTV systems are installed at Zgroup's premises. All internal and external CCTV cameras are visible and typically, they are positioned on the exterior of the building, the carpark and the reception area, but may be repositioned from time to time to ensure their effective use. Images are recorded and retained for the period of time set out in Zgroup's destruction dates policy. This is primarily to assist with security and safety of our staff and visitors to our site, although in rare cases Zgroup may use CCTV footage in investigations.

#### **Automated Processing/Profiling**

- 8.13 Zgroup tailors its marketing and hospitality communications to the interests of particular clients and contacts to ensure that it provides information and invitations of interest and relevance. Zgroup also uses certain external checking systems in order to verify Client's identity and carry out anti-money laundering and 'know your client's' checks.

#### **Disclosure of information**

- 8.14 Some of the Client information will be held by Zgroup on its computers in the UK and will only be accessed by or given to Zgroup's staff working in the UK. Some Client information may be transferred to, stored and processed by third party organisations which process data for Zgroup and on its behalf and these third parties may be based (or store or process information) in the UK or elsewhere including outside of the EEA.
- 8.15 Zgroup may also transfer Client information to other organisations or professional advisers with whom Zgroup is working on your matter, or to whom Zgroup is referring you for additional or separate advice.
- 8.16 If the Client agrees to act as a referee for us in relation to other work for which Zgroup is tendering, Zgroup will only do this with the Client's prior permission.
- 8.17 Zgroup may also be obliged to disclose data under certain laws or by order of Court or other competent regulatory body, or may be permitted to disclose it under applicable data protection laws.
- 8.18 If Zgroup merges with another business entity or divests a part of its business or carries out internal corporate restructuring, Client information may be disclosed or transferred to Zgroup's new business partners or owners or the new corporate entities.
- 8.19 Legislation on money laundering and terrorist financing places Zgroup under a legal duty in certain circumstances to disclose information to the National Crime Agency. Where Zgroup suspects that a transaction on behalf of a Client involves money laundering, Zgroup may be required to make a money laundering disclosure and Zgroup may not be able to inform the Client that a disclosure has been made or the reasons for it.

- 8.20 Where Zgroup holds funds on a Client's behalf or on behalf of a beneficial owner and where required by Zgroup's bank, Zgroup may provide its bank with evidence of Client due diligence, including evidence of identity.
- 8.21 Zgroup will take steps reasonably necessary to ensure that Client information is treated securely and in accordance with these terms of business.

### **Protection of information**

- 8.22 Zgroup has in place administrative, technical and physical measures internally designed to guard against and minimise the risk of loss, misuse or unauthorised processing or disclosure of the Client information it holds.
- 8.23 Where Zgroup transfers information to third parties to enable them to process it on Zgroup's behalf, Zgroup will endeavour to ensure that the providers meet the relevant legal or regulatory requirements for transferring data to them and keeping it secure.
- 8.24 Zgroup will endeavour to ensure that where Client information is transferred to a country or international organisation outside of the UK/EEA, Zgroup will comply with relevant legal rules governing such transfers.

### **The Client's rights**

- 8.25 The Client (or individuals employed or engaged by the Client) have certain rights in relation to Client information, although those rights will not apply in all cases or to all Client information that Zgroup holds. For example, Zgroup may need to continue to hold and process information to establish, exercise or defend our legal rights. Zgroup will inform the Client if this is the case.
- 8.26 The Client has the right to request that Zgroup:
- (a) provides the Client with a copy of the Client information that Zgroup holds;

- (b) updates the Client information where it is out-of-date or incorrect;
- (c) deletes Client information;
- (d) restricts the way in which Zgroup processes Client information;
- (e) considers any valid objections to Zgroup processing Client information.

8.27 Zgroup will respond to the Client's request (including providing information on whether the rights apply in particular circumstances) within the applicable statutory time period. If Zgroup is not sure of the Client's identity, Zgroup may require the Client to provide further information in order for Zgroup to confirm whom the Client is. If the Client is requesting information about a third party, Zgroup will not be able to provide this to the Client unless Zgroup has received signed written consent from the individual about whom the Client is requesting information and Zgroup is satisfied that such consent is valid.

### **Changes**

8.28 Zgroup may make changes to its processing of personal data from time to time as Zgroup's business and internal practices and/or applicable laws change. Zgroup will not make any use of Client information that is inconsistent with the original purpose for which it was collected or obtained (if Zgroup intends to do so, it will notify the Client in advance wherever possible) or otherwise than is permitted by applicable law.

## **9. Confidentiality**

9.1 Zgroup shall not, at any time, unless expressly authorised by the Client, disclose to any person:

- (a) that Zgroup is instructed by the Client; or
- (b) any information concerning the Services; or
- (c) any other information concerning the Client which is acquired by Zgroup as part of the provision of the Services

9.2 The Client shall not, at any time, disclose to any person any Confidential Information of Zgroup.

9.3 Notwithstanding clause 9.1 and clause 9.2:

- (a) Zgroup may disclose the information of the type specified in those clauses:
  - (i) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with the Contract. Zgroup shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 9;
  - (ii) as may be required by law, a court of competent jurisdiction or any governmental authority to which Zgroup is subject; or

- (iii) to Zgroup's regulators, the Legal Ombudsman, Zgroup's auditors, external assessors or other advisors or for the purposes of Zgroup's professional indemnity insurance;
  - (b) where the Client or Zgroup has engaged other advisors to assist with a matter, Zgroup will assume, unless notified in writing otherwise by the Client, that Zgroup may disclose any such information to such other advisors as necessary; and
  - (c) Zgroup may outsource administrative and support services to assist with the provision of the Services, as well as using third party IT platforms (including cloud based platforms) and suppliers of other specialist products and where it does so, Zgroup shall obtain a confidentiality agreement where appropriate with the third party, along with complying with relevant data protection legislation, where any personal data is processed by a third party on Zgroup's behalf.
- 9.4 Notwithstanding the other provisions of these terms of business, your file may also be reviewed by a third party in a due diligence exercise relating to the sale or transfer of all or part of our business or the acquisition of another business by us. Unless you provide us with express written indication to the contrary, we will assume that we have your consent and that such consent will extend to all future matters which we conduct on your behalf. If you wish to withhold consent, please inform us in writing when returning the signed Client Care Letter. If you withhold consent, work on your file will not be affected in any way.

## **10. Conflicts of interest**

- 10.1 Zgroup has in place procedures to ensure that conflict checks are carried out on each Client matter. These procedures help Zgroup fulfil its professional obligations not to act for one client in a matter where there is an actual or significant risk of a conflict with the interests of another client from whom Zgroup is already acting.
- 10.2 Where the Client becomes aware of an actual or potential conflict of interest, the Client shall raise it with Zgroup immediately.

## **11. Equality and diversity**

- 10.1 Zgroup is committed to providing equality and diversity in all of its dealings with clients, third parties and employees. Please contact Zgroup if you would like a copy of its equality and diversity policy.

## **12. Limitation of liability**

- 12.1 Zgroup's advice and assistance is provided solely for the purpose of the Services and only to the Client and therefore the Client shall not, without Zgroup's prior written consent, use Zgroup's advice for any other purpose or disclosure such advice to any other person other than the Client's other advisors (who may not rely on such advice).

- 12.2 Where any loss is suffered by the Client for which Zgroup and any other person are jointly and severally liable to the Client, the loss recoverable by the Client shall be limited so as to be in proportion to Zgroup's relative contribution to the overall fault of Zgroup, the Client and any other person in respect of the loss in question and subject always to the other limitations in this clause 12.
- 12.3 Zgroup's total liability to the Client shall not exceed 1.5x the Charges actually received by Zgroup from the Client in respect of the Services. Zgroup's total liability includes liability in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract, but excludes the heads of excluded loss listed in clause 12.4, and any matter pursuant to clause 12.5 and clause 12.7.
- 12.4 This heads of excluded loss are:
- (a) loss of profits;
  - (b) loss of sales or business;
  - (c) loss of agreements or contracts;
  - (d) loss of anticipated savings;
  - (e) loss of use or corruption of software, data or information;
  - (f) loss of or damage to goodwill; and
  - (g) indirect or consequential loss.
- 12.5 Zgroup will not be liable for any loss, damage or delay arising out of Zgroup's compliance with any statutory or regulatory requirement, including any delays caused by conducting due diligence in respect of the Client's identity.
- 12.6 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:
- (a) death or personal injury caused by negligence;
  - (b) fraud or fraudulent misrepresentation; and
  - (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 12.7 Unless the Client notifies Zgroup that it intends to make a claim in respect of an event within the notice period, Zgroup shall have no liability for that event. The notice period for an event shall start on the day on which the Client became, or ought reasonably to have become, aware of the event having occurred and shall expire 6 months after. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

### **13. Termination and cancellation**

- 13.1 Subject to clause 13.2, the Client may terminate Zgroup's instructions at any time and for any reason and no notice period is necessary. Any such termination shall be in writing and addressed to the Supervising Partner.
- 13.2 Where Zgroup is on the Court record as acting on the Client's behalf, the consent of the Court may be required before Zgroup can be removed from the Court record, in which case the Client's right to terminate the Contract immediately, shall be subject to Zgroup's removal from the Court record.
- 13.3 Zgroup may terminate any agreement with the Client to provide Services in writing. Such termination shall be for good reason and on reasonable notice. Good reason includes, but is not limited to:
- (a) the Client failing to provide proper instructions;
  - (b) where continuing to provide services would be impractical, unethical or unlawful;
  - (c) the Client failing to comply with Zgroup's request to pay money on account;
  - (d) the Client failing to pay Zgroup's fees and expenses on the due date for payment;
  - (e) where there has been a breakdown in the trust and confidence necessary in the relationship between a solicitor, accountant or architect (as the case may be) and client;
  - (f) the Client committing a material breach of any term of the Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of five Business Days after being notified to do so;
  - (g) the Client repeatedly breaching any of the terms of the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Contract;
  - (h) the Client suspending, or threatening to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the Insolvency Act 1986;
  - (i) the Client commencing negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors;
  - (j) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Client;

- (k) an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or if an administrator is appointed, over the Client;
- (l) the holder of a qualifying floating charge over the assets of the Client has become entitled to appoint or has appointed an administrative receiver;
- (m) a person becomes entitled to appoint a receiver over all or any of the assets of the other party or a receiver is appointed over all or any of the assets of the Client;
- (n) a creditor or encumbrancer of the Client attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within ten Business Days;
- (o) the Client suspending or ceasing, or threatening to suspend or cease, carrying on all or a substantial part of its business; or
- (p) the Client acting in any way which Zgroup, acting reasonably, believes to be discriminatory or threatening towards its officers, employees, contractors and agents.

#### **14. Notice of right to cancel**

14.1 If the Client is an individual instructing Zgroup for purposes wholly or mainly outside of the Client's trade, craft or profession then:

- (a) if the Client enters into an agreement with Zgroup during a visit by Zgroup to the Client's home or place of business, or not having met Zgroup in person, the Client has the right to cancel the agreement without giving any reason, up to 14 days from the date the agreement is entered into (**Cancellation Period**) by notifying Z group in writing of its decision to cancel; and
- (b) where the Client exercises its right to cancel in accordance with clause 14.1(a):
  - (i) if the work has been completed in full at the time of cancellation, the Client will have no right to cancel; or
  - (ii) if the work is started but not completed, Zgroup may charge the Client an amount, which is proportionate to the work that has been performed.

#### **15. Consequences of termination**

15.1 On termination, expiration or cancellation of the Contract:

- (a) the Client shall immediately pay to Zgroup all of Zgroup's outstanding unpaid invoices and interest and, in respect of the Services supplied but for which no invoice has been submitted, Zgroup may submit an invoice, which shall be payable immediately on receipt; and

- (b) Zgroup will store the Client's file (both paper and/or electronic) for an appropriate storage period that Zgroup will determine by reference to its regulatory and statutory requirements. This will be for at least seven years and will depend upon the nature of the Client's matter.
- 15.2 Where Zgroup preserves paper files using electronic image processing, Zgroup may destroy the original paper file, however where the paper file includes original documents such as Wills, Grants of Probate, Contracts or Leases (**Originals**), Zgroup may:
  - (a) subject to clause 15.3, return the Originals to the Client for the Client's safekeeping; or
  - (b) store the Originals, in which case Zgroup reserves the right to make a charge which will be notified to the Client before the charge is made; and
  - (c) at the end of any storage period or where Zgroup considers the Originals to be redundant, Zgroup may:
    - (i) subject to clause 15.3, return the Originals to the Client for safekeeping; or
    - (ii) destroy the Originals using a confidential method of destruction.
- 15.3 Where Zgroup has been instructed jointly, all files and documents that belong to the Client belong to each joint Client and Zgroup shall not release any files or documents without the consent of all joint Clients, or on an order of the Court.
- 15.4 Zgroup reserves the right to:
  - (a) make an administration charge for taking Originals and/or paper files out of storage and arranging delivery to the Client, or for arranging the transfer of electronic files to the Client ; and
  - (b) make a reasonable charge for photocopying or printing where the Originals or original paper file cannot be released.
- 15.5 Termination or expiry of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement that existed at or before the date of termination or expiry.
- 16. The Financial Services and Markets Act 2000 and Insurance Distribution**
- 16.1 Zgroup is not regulated by the Financial Conduct Authority, nor authorised under the Financial Services and Markets Act 2000, however Zgroup is:
  - (a) able to offer a limited range of investment services because it is regulated by the SRA and Zgroup may provide these investment services if they are an incidental part of the professional services that Zgroup has been engaged to provide; and

- (b) included on the register maintained by the Financial Conduct Authority so that Zgroup can carry on insurance distribution activity, which is broadly the advising on, selling and administration of insurance contracts. This part of Zgroup's business, including arrangements for complaints or redress if something goes wrong, is regulated by the SRA and the register can be accessed via the Financial Conduct Authority website at [www.fca.org.uk/register](http://www.fca.org.uk/register).

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

## **17. Insurance**

- 14.1 Zgroup maintains professional indemnity insurance in accordance with the rules of the SRA, ICAEW and RIBA and accordingly, has three separate policies of insurance. Details of Zgroup's insurers and the territorial coverage of the policies are available for inspection at Zgroup's offices upon reasonable notice.

## **18. Complaints**

- 18.1 Where the Client is dissatisfied with any aspect of the Service, including Zgroup's invoices, and wishes to make a complaint:
  - (a) in the first instance, the Client shall discuss the matter with the person who is handling the matter or the Supervising Partner, if a different person; and
  - (b) where the Client remains dissatisfied, or does not wish to discuss the complaint with the person specified in clause 18.1(a), then the Client shall speak directly with the firm's designated Client Care Manager, Sam Wadling,

and any complaint will be investigated promptly and thoroughly and the Client will be advised of the outcome of the investigation in writing if required.

- 18.2 Where the Client is not satisfied with our handling of your complaint in accordance with our complaints procedure outlined at clause 18.1, the Client may, in respect of legal services only, contact the Legal Ombudsman to consider the complaint at PO BOX 6806, Wolverhampton, WV1 9WJ, by e-mail at [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk), by telephone on 0300 555 0333 or visit the Legal Ombudsman's website at [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk). A complainant to the Legal Ombudsman must be one of the following:
  - (a) An individual;
  - (b) A micro-enterprise as defined in European Recommendation 2003/361/EC of 6 May 2003 (broadly an enterprise with fewer than 10 staff and a turnover or balance sheet value not exceeding £2,000,000;

- (c) A charity with an annual income less than £1,000,000;
- (d) A club, association or society with an annual income less than £1,000,000;
- (e) A trustee of a trust with a net asset value less than £1,000,000, or a personal representative or the residuary beneficiaries of an estate where a person with a complaint died before referring it to the Legal Ombudsman.

If you do not fall into any of these categories, you should be aware that you can only obtain redress by using our complaints procedure or by mediation, arbitration or by taking action through the courts.

15.3 In respect of any legal services provided by Zgroup as part of the Services, the Client may also have the right to apply to the court for an assessment of Zgroup's bill under Part III of the Solicitors Act 1974.

15.4 In respect of any complaint regarding how Zgroup uses Client information, the Client may also contact the Information Commissioner's Office via <https://ico.org.uk/for> information, advice or to make a complaint.

## 19. Force majeure

19.1 **Force Majeure Event** means any circumstance not within Zgroup's reasonable control including, without limitation:

- (a) acts of God, flood, drought, earthquake or other natural disaster;
- (b) epidemic or pandemic;
- (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- (d) nuclear, chemical or biological contamination or sonic boom;
- (e) any law or any action taken by a regulator or a government or public authority, including without limitation imposing an prohibition, or failing to grant a necessary licence or consent;
- (f) collapse of buildings, fire, explosion or accident;
- (g) any labour or trade dispute, strikes, industrial action or lockouts;
- (h) non-performance by suppliers or subcontractors; and
- (i) interruption or failure of utility service.

19.2 Provided it has complied with clause 19.3, if Zgroup is prevented, hindered or delayed in or from performing any of its obligations under the Contract by a Force Majeure Event, Zgroup shall not

be in breach of the Contract or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

19.3 Zgroup shall:

- (a) as soon as reasonably practicable after the start of the Force Majeure Event, notify the Client of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the agreement; and
- (b) endeavour to mitigate the effect of the Force Majeure Event on the performance of its obligations.

20. **Assignment and other dealings**

20.1 The Contract is personal to the Client and the Client shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract.

20.2 Zgroup may at any time assign, mortgage, charge, declare a trust over or deal in any other manner with any or all of its rights under the Contract.

21. **Variation**

20.1 Zgroup may vary these terms of business from time to time by providing reasonable written notice to the Client.

22. **Waiver**

22.1 A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

22.2 A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

22.3 A party that waives a right or remedy provided under the Contract or by law in relation to one party, or takes or fails to take any action against that party, does not affect its rights in relation to any other party.

23. **Rights and remedies**

The rights and remedies provided under the Contract are in addition to, and not exclusive of, any rights or remedies provided by law.

24. **Severance**

24.1 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract.

24.2 If any provision or part-provision of the Contract is deemed deleted under clause 24.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

25. **Entire agreement**

25.1 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

25.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

26. **Conflict**

If there is an inconsistency between any of the provisions of these terms and conditions and the provisions of the Client Care Letter, the provisions of the Client Care Letter shall prevail.

27. **No partnership or agency**

27.1 Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

27.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

28. **Third party rights**

28.1 The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

28.2 The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

29. **Notices**

29.1 Any notice given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case).

29.2 Any notice shall be deemed to have been received:

- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; and
- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service.

29.3 This clause does not apply to the service of any proceedings or any documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

29.4 A notice given under the Contract is not valid if sent by fax or email.

30. **Governing law**

The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

31. **Jurisdiction**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.