

terms of business

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1. OUR CONTRACT

1.1 **Extent**

These Terms of Business issued by ZGRP Limited ("the Firm"), as supplemented and/or amended by any relevant Engagement Letter; apply to each Matter we work on for you.

1.2 **Variation**

No variation of these Terms shall be effective, unless it is in writing and is signed by Zahid Hussein or Graeme Wood.

1.3 **Defined Terms**

In these Terms of Business:

"the Firm" the Firm means ZGRP Limited and any successor practice (Solicitors First LLP-SRA ID 402100) and any service company owned or controlled by or on behalf of the Firm or any Partner of the Firm;

"Associated Entities" means (where you are a body corporate) your shareholders, directors (as individuals not acting together as the Board), officers and employees, subsidiaries, parent companies, and subsidiaries of parent companies, and (where you are a trade association) your individual members;

"Credit Period" means the period of fifteen (15) days from the date of our invoice for our fees and/or expenses;

"Documents" means Documents Held for You, Our Documents and Your Documents;

"Documents Held For You" means documents we create or receive on your behalf (including communications from or with third parties, notes of conversations and meetings, draft and final documents, and instructions to and opinions of barristers);

"Engagement Letter" means, in relation to any Matter, the letter (or other agreement) recording the basis of our engagement;

"Force Majeure" means any circumstance beyond the reasonable control of the party affected by it and includes telecommunications failure, power supply failure, terrorism, fuel strikes, severe weather, computer breakdown, failure of suppliers to meet delivery requirements, industrial disputes and absence of personnel due to illness or injury;

"Matter" means any specific transaction, dispute or issue in relation to which you ask us to provide Services whether or not it has been defined in an Engagement Letter or other agreement;

"Our Documents" means documents (other than Documents Held for You) which we create or receive for our benefit (including copies of our letters to you, your letters to us, notes of telephone conversations and meetings with you for which we have not charged you, and our preliminary drafts, research materials and internal notes);

"Director" means a director/owner of the Firm;

"Services" means all services we provide to you in relation to the relevant Matter;

"We", "us", and "our" means or refers to the Firm;

"You" includes the addressee of the relevant Engagement Letter and any other person identified in the Engagement Letter as our client and "your" shall have a cognate meaning; and

"Multi-Disciplinary Practice" A type of alternative business structure (ABS) that provides a mixture of reserved and non-reserved legal services together with non-legal services.

"Your Documents" means documents which you give or lend to us to enable us to provide Services.

2. **OUR AUTHORITY AND SERVICES**

2.1 **Our Authority**

2.1.1 You give us full authority to act for you to the fullest extent necessary or desirable to provide the Services. In particular, we may engage barristers and other third parties and otherwise incur on your behalf reasonable expenses of a type which it is necessary or desirable to incur in relation to the Services in question.

2.1.2 If we so require, you will contract directly with any third party so engaged by us and assume direct responsibility to them for the payment of their fees and expenses.

2.2 **Our Services**

ZGRP Limited (Z Group) offers both Legal and Accountancy Services. Advice given and work carried out which is of a Legal nature will be regulated by the Solicitors Regulation Authority (SRA) and work of an Accountancy nature will be regulated by the Institute of Chartered Accountants in England and Wales (ICAEW), especially the ICAEW's Code of Ethics which can be found at www.icaew.com.

There will be occasions when there is an overlap in our services where the appropriate Regulatory Body could be adjudged to be either Regulator for example tax advice on a Probate matter. As part of the service we offer we will endeavor to ensure that if the work we are instructed to carry out for you is principally legal work it will be regarded as such and will be subject to the SRA Regulatory Regime. If the work is principally Accountancy Work it will be regulated by the ICAEW. Where there is an overlap we will work to the highest standards of both Regulators and will adopt whichever standard offers you as a client the highest degree of protection appropriate to the work being carried out on your behalf. If you should have any concerns as to who would be the appropriate Regulator we would always be happy to try and clarify this for you.

We will observe the ethical guidelines of the Institute of Chartered Accountants in England and Wales, especially the ICAEW's Code of Ethics which can be found at www.icaew.com, and accept instructions to act for you on the basis that we will act in accordance with those guidelines.

We will provide our professional services with reasonable care and skill. However, we will not be held responsible for any losses arising from the supply by you or others of incorrect or incomplete information, or your or others' failure to supply any appropriate information or your failure to act on our advice or respond promptly to communications from us or other relevant authorities.

You agree to hold harmless and indemnify us against any misrepresentation, whether intentional or unintentional, supplied to us orally or in writing in connection with this agreement. You have agreed that you will not bring any claim in connection with services provided to you by the firm against any of our employees on a personal basis.

The Director at the Firm named in any Engagement Letter as the "Supervising Partner" for SRA Regulated Services will be Graeme Wood. The Director at the Firm named in any Engagement Letter as the "Supervising Partner" for ICAEW Services will be Zahid Hussein. Graeme Wood and Zahid Hussein have complete discretion to deploy such of our lawyers, trainee lawyers, paralegals or other staff as they deem necessary or desirable to ensure appropriate delivery of the Services.

We only advise on the Laws and Accountancy Practice and Procedure of England and Wales. If you require advice on the laws of other jurisdictions, we will, with your agreement, instruct lawyers practicing those laws to give such advice, on the same basis as we engage other third parties on your behalf. We are able to provide additional services through specialists. The scope of any additional services provided will be set out in a separate Project Letter although the terms and conditions of the engagement letter will apply.

3. **YOUR RESPONSIBILITIES General**

You will (so far as you are practicably able to do so):

- 3.1 provide us with timely instructions, information and materials necessary or desirable for us to perform the Services for you;
- 3.2 notify us promptly of any changes or additions to instructions, information and materials previously provided by you or on your behalf; and
- 3.3 ensure that all information provided to us is complete in all material respects and not misleading;
- 3.4 Notwithstanding our duties and responsibilities in relation to our professional services, you shall retain responsibility and accountability for:
 - 3.4.1 the management, conduct and operation of your business and / or your affairs;
 - 3.4.2 deciding on your use of, choosing to what extent you wish to rely on, or implementing advice or recommendations or other product of our professional services supplied by us;
 - 3.4.3 making any decision affecting our professional services, any product of our professional services, your interests or your affairs;
 - 3.4.4 the delivery, achievement or realisation of any benefits directly or indirectly related to our professional services which require implementation by you.
 - 3.4.5 Where you require us or the nature of our professional services is such that it is likely to be more efficient for us to perform work at your premises or using your computer systems or telephone networks, you shall ensure that all arrangements are made for access, security procedures, virus checks, facilities, licences or consents as may be required (without cost to us).
 - 3.4.6 You agree to and accept the provisions of the Engagement Letter on your own behalf and as agent for any other beneficiaries. You shall procure in such circumstances that any other beneficiaries shall act on the basis that they are a party to the Engagement Letter, as if they had each signed a copy of the Engagement Letter and agreed to be bound by it. However, you alone shall be responsible for payment of our charges.

Specific to Accounts

You undertake that during the course of this engagement and for a period of six months following its conclusion you will not solicit or entice away (or assist anyone else in soliciting or enticing away) any member of our professional staff with whom you have had dealings in connection with this engagement during the 12 months immediately prior to your approach; or employ any such person or engage them in any way to provide services to you. This undertaking shall not apply in respect of any member of our staff who without having been previously approached directly or indirectly by you responds to an advertisement placed by you or on your behalf. In the event of a breach of the terms of this undertaking which leads to the departure of an individual, you will pay to us, on demand, a sum equivalent to 25% of the total annual remuneration package paid by ourselves to the individual prior to his or her departure. You acknowledge that this provision is a fair and reasonable term intended to be a genuine assessment of the likely loss to us.

4. CLIENT CARE CODE

We set out below our complaints handling procedure.

- 4.1 We want you to be happy with every aspect of our Service. We therefore operate a Client Care Code, the principles of which are as set out below:
 - 4.1.1 We are committed to the professional standards laid down by the Solicitors Regulation Authority as well as Institute of Chartered Accountants in England and Wales.
 - 4.1.2 You will be told clearly at the outset the issues and how we advise they be dealt with, and the immediate steps we will take on your behalf.
 - 4.1.3 The Client Care letter / Engagement letter notifies you of the following details:
 - 4.1.3.1 The name of the person or persons who is / are dealing on a day to day basis with your matter; and

- 4.1.3.2 The name of the Supervising Partner;
- 4.1.4 You will be told the name of the new fee earner if the matter is transferred from one fee earner to another.
- 4.1.5 We cannot guarantee that the fee earner or Supervising Partner will be available on demand, but we will do our best to get back to you promptly and efficiently.
- 4.1.6 You will be informed of the progress of your matter and the reason for any serious delay.
- 4.1.7 If you do not understand anything, please always ask. We will explain any important document; if you still are unclear as to the position, please say so. We want you to be fully informed and happy; you pay to leave the problem with us to solve.
- 4.1.8 Never be afraid to ask for an appointment to discuss your case. Since time is money, do not be afraid to bring a written list of questions and note the answers. This can also be helpful when telephoning so you do not forget any point.
- 4.1.9 There may be certain preparatory tasks that you ought to consider carrying out yourself to save costs. An example is putting the papers in order and flagging material items. This is helpful to us, and lowers your bill by saving the time we would otherwise spend.
- 4.1.10 At the end you will be sent a bill and a letter confirming the matter has been completed and, where necessary, summarising any continuing consequences.
- 4.1.11 If in doubt, ask. If you are still unclear or disagree, you can ask for us to confirm it by letter and you can then write with your comments.
- 4.1.12 The Firm's policy is to only accept up to £500.00 in cash payments from clients. If you try to avoid this policy by depositing cash directly with our bank, we may decide to charge you for any additional checks we decide are necessary to prove the source of the funds. Where we have to pay money to you, it will be paid by cheque or bank transfer. It will not be paid in cash or to a third party.

5. **COMPLAINTS PROCEDURE**

We hope that you will not have any reason to make a complaint about our Services. To underline how seriously we take complaints, we have a set Complaints Procedure. Please refer to Paragraph 22 entitled "Dispute Resolution".

6. **HOURS OF BUSINESS**

The normal hours of opening at our offices are between 9.30 a.m. and 5:30 p.m. on weekdays. Messages can be left on the answerphone outside those hours and appointments can be arranged at other times when this is essential.

7. **FEES AND EXPENSES**

7.1 **Legal**

- 7.1.1 Unless otherwise agreed in the Engagement Letter, our fees will be calculated principally by reference to the time spent by us in providing the Services at the fixed hourly rates applicable to the relevant staff.
- 7.1.2 We may, in accordance with professional guidelines, also charge a premium (where reasonable to do so) to take account of the nature, responsibility, complexity, value and urgency of the Services and other criteria specified in those guidelines.
- 7.1.3 The fixed hourly rates of each of our Partners, Solicitors and other staff are reviewed from time to time and we will inform you of any variation in these rates and the date upon which they take effect.
- 7.1.4 Our current hourly rates are:

Partners	£250.00 per hour
Assistant Solicitors	£200.00 per hour

Trainee Solicitors/Paralegals £120.00 - £140.00 per hour

7.1.5 We will keep you updated on the amount of our charges and any expenses or disbursement incurred and we will normally invoice you for work done to date on a regular basis but not less than every 3 months.

7.1.6 You will be responsible for paying the expenses we incur in the course of providing the Services (including travel and subsistence expenses, search and filing fees, court fees and barristers', foreign lawyers' and other third parties' fees and expenses). We have no obligation to pay for such expenses unless you have provided us with the funds for that purpose.

7.1.7 VAT will be charged at the appropriate rate on all fees and expenses.

7.2 **Accounts**

7.2.1 Our current Charge out rates are:

Partners	£250 - £350 per hour
Senior Managers	£105 - £140 per hour
Qualified Associates	£85 - £100
Trainees & Part Qualified	£35 - £75 per hour

7.3 Our fees will be agreed in advance of the work or computed on the basis of time spent on your affairs by the principals and staff and on the levels of skill and responsibility involved at the charge out rates prevailing at the time. A note of our charges and disbursements will normally be rendered at monthly or other appropriate intervals and will be due for payment within 14 days. In the event of non-payment by business and corporate clients, we reserve the right to claim compensation and statutory interest on debts that become overdue in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 and the Late Payment of Commercial Debts Regulations 2002. For all other clients, in the event of non-payment we shall charge interest at 2% over National Westminster Bank base rate for the time being. In addition we reserve the right not to undertake further work on your behalf and in this event you will be advised in writing.

7.3.1 In the event of us ceasing to act in relation to your affairs you agree to meet all reasonable costs of providing information to your new advisors. In particular you agree to meet these costs even where we are required by law to provide information to a successor firm.

7.4 **Limited Companies**

When accepting to act on behalf of a limited company, we may require a Director and/or Controlling Shareholder to sign a form of personal guarantee in respect of our fees and expenses. If such request is refused, we will be entitled to stop acting and require immediate payment of our fees on a time spent basis and expenses as set out above.

7.5 **Payments on Account**

7.5.1 We may require you to make a payment to us on account of our fees and expenses at any time and on more than one occasion. Money paid on account which is not subsequently required for fees and expenses will be returned promptly.

7.5.2 We are not obliged to credit payments on account against interim invoices but may do so if you fail to make prompt payment.

7.6 **Quotations and Estimates**

7.6.1 The provision of figures (orally or in writing) from time to time for the likely cost of a piece of work is an estimate only and does not constitute a contract to carry out the work at that cost

7.6.2 The provision of a written quotation for work constitutes an offer to carry out the work at that cost and does not become a contract until you accept the quotation or a defined part of it.

7.6.3 Unless stated in writing to the contrary, any quotation or estimate does not include any expenses or VAT.

7.6.4 Where we carry out work which falls outside the scope of an accepted quotation (or of an estimate which is subsequently incorporated into a contract between us) we may charge fees at our fixed hourly rates, in addition to the quoted or estimated fee. We may also charge additional fees on the same basis for work within the scope of such a quotation or estimate which is made more time consuming, onerous or urgent as a result of:

7.6.4.1 Circumstances or information which we did not know or could not reasonably have anticipated at the time of the quotation or estimate (whether or not you were aware of them / it); or

7.6.4.2 Your, or your agents', act or omission.

8. **OUR INVOICES**

8.1 **Frequency of Invoice**

8.1.1 Unless otherwise agreed in the Engagement Letter, we will be entitled to invoice you in respect of our fees and expenses monthly/quarterly and/or on completion of each Matter, unless stipulated otherwise in your client care letter. At the end of our financial year we shall be entitled to bring up to date our invoicing in respect of all your then unbilled work.

8.1.2 Unless otherwise stated, monthly or other interim invoices are a final account of our fees for all work done during the period to which they relate. You agree that we may bring proceedings on interim invoices which are not final bills where we have provided Services and the amount of the invoice does not exceed the cost of the Services provided at the applicable fixed hourly rates.

8.1.3 There may be a delay in invoicing expenses incurred on your behalf pending our receipt of the relevant invoices from suppliers. Unless otherwise stated, such invoices are not a final invoice in relation to such expenses.

8.2 **Payment Terms**

Interest will accrue on all debts over 14 days.

In the event of non-payment by business and corporate clients, we reserve the right to claim compensation and statutory interest on debts that become overdue in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 and the Late Payment of Commercial Debts Regulations 2002. For all other clients, in the event of non-payment we shall charge interest at 2% over Barclay Bank base rate for the time being. In addition we reserve the right not to undertake further work on your behalf and in this event you will be advised in writing.

If you do not pay any invoice by the end of the Credit Period, or the sum we have requested on account within fourteen (14) days (or such longer period as we may specify) of our demand, we may suspend or terminate the provision of all or any Services (and instruct any third parties engaged by us to suspend the provision of their services) and may invoice you for all accrued fees and expenses.

8.3 **Commissions**

In some circumstances, commissions or other benefits may become payable to us or to one of our associates in respect of introductions or transactions that have been arranged, in which case, you will be notified in writing of the amount and terms of payment. You consent to such commissions or other benefit being retained by us or, as the case may be, by our associates, without our, or their, being liable to account to you for any such amounts

8.4 **Third Party Payments**

In some circumstances, you may have a right of recovery or indemnity against a third party in respect of all or part of our invoices, but we are not permitted to issue a VAT invoice to any person other than you in any circumstances, and you remain liable to us to pay our invoices notwithstanding such a right.

8.5 **Right to retain Money, Documents and Property**

As a contractual right, in addition to any right to retain money, Documents and property available to us under the general law (lien), we have the right to retain your money, Documents and property (whether held in relation to the Services for which payment has not been made or any other Services) until you have paid us in full.

9. **CLIENT MONIES AND INTEREST POLICY**

We may, from time to time, hold money on your behalf. Such money will be held in trust in a client bank account, which is segregated from the firm's funds. The account will be operated, and all funds dealt with, in accordance with the SRA Account Rules 2011 and the Clients' Money Regulations of Institute of Chartered Accountants in England and Wales.

We have a written policy on the payment of interest, which confirms how we account to clients and seeks to provide a fair outcome. If you would like to see a copy of our Interest Policy please let us know and we will be happy to supply you with one.

10. **CONFLICT OF INTEREST**

10.1 **Definition**

"Conflict of Interest" means any situation where:

10.1.1 we owe (or, if we accepted your instructions, would owe) separate duties to act in the best interests of two or more clients in relation to the same or a related matter and those duties conflict, or there is a significant risk that those duties may conflict; or

10.1.2 our duty to act in your best interests in relation to a matter conflicts, or there is a significant risk that it may conflict, with our own interests in relation to that or a related matter; or

10.1.3 we have confidential information in relation to a client or former client, and you wish to instruct us on a matter where:

10.1.3.1 that information might reasonably be expected to be material; and

10.1.3.2 you have an interest adverse to our other client or former client, and for the purposes of this paragraph "you" does not include Associated Entities.

10.1.3.3 We reserve the right during our engagement with you to deliver services to other clients whose interests might compete with yours or are or may be adverse to yours. We confirm that we will notify you immediately should we become aware of any conflict of interest involving us and affecting you. If a conflict of interest should arise, either between two or more of our clients, or in the provision of multiple services to a single client, we will take such steps as are necessary to deal with the conflict. In resolving the conflict we would be guided by the SRA Code of Conduct as well as the Code of Ethics of the Institute of Chartered Accountants in England and Wales.

10.2 **Similar Activities**

We may act for parties engaged in activities similar to or competitive with yours.

10.3 **Third Parties**

Once we have agreed to act for you in relation to a Matter, we will not act for a third party in relation to the same Matter if there is a Conflict of Interest between that third party's interests and your interests.

10.4 **Instructions Creating a Conflict of Interest**

We may decline to act for you where accepting your instructions would create a Conflict of Interest or cause us to break an existing agreement with a third party.

10.5 **Consent**

Where our professional rules allow, and subject to satisfying the requirements of those rules (for example by implementing an information barrier), we may act for you and another client where a Conflict of Interest would otherwise exist, provided that we have the consent of both parties. We do not require your consent to act against an Associated Entity.

10.6 **Cessation of Services**

If, whether through a change in circumstances or otherwise, we find that we have agreed to provide Services to you in circumstances which give, or could give, rise to a conflict of interest we will discuss with you how to deal with the conflict and may, be obliged to stop providing Services to you and/or to all other clients affected by the Conflict of Interest.

11. **INFORMATION AND CONFIDENTIALITY**

11.1 **Information About You**

11.1.1 We may use the information which you provide, or which we obtain through our dealings with you, for the provision of Services and may give it on a confidential basis to our Regulated Principal, employees and agents. We may use it to administer your account with us, including tracing and collecting any debts.

11.1.2 We may also use it to ensure the safety and security of our premises (where we may also use CCTV); for fraud prevention purposes (including verification checks for our money laundering obligations); to assess client satisfaction (such as by asking you to participate in surveys); and to help improve our services generally.

11.1.3 We may also use it to contact you by letter, telephone, e-mail or otherwise about our services and about events such as seminars and conferences and to send you briefings and similar material. By signing and returning a copy of any Engagement Letter you are agreeing that we may use your contact details and information in this way. If you do not wish to be contacted, please inform us in writing.

11.1.4 Sometimes we ask other companies or people to do typing/photocopying/auditing or other administration duties on our files to ensure this is done promptly. We will always seek a confidentiality agreement with these outsourced providers. If you do not want your file to be outsourced, please tell us as soon as possible, otherwise we will assume that you do consent.

11.1.5 In the course of the services we supply you, we will obtain, use, process and (in appropriate cases and with your consent) disclose, personal data about you and your personnel. The Firm is registered under the Data Protection Act 1998. Under the provisions of that Act anyone has a legal right of access to the personal data that is held about them.

11.1.6 By either signing or returning the client care letter or your deemed acceptance, you confirm that you consent, and where applicable have obtained consent, to the storage, processing and sharing of information in the above manner. If at any time anyone wishes us to ensure that they are no longer contacted for any or all of these purposes, they can write to us requesting us to remove their details.

11.2 **Our Duty of Confidentiality**

11.2.1 We will treat any information which is confidential to you and which we obtain as a result of acting for you as strictly confidential, save:

11.2.1.1 for the purpose of acting for you; or

11.2.1.2 for disclosures to our auditors or other advisers or for the purposes of our professional indemnity insurance. If You do not wish to disclose Your details and file to be released. You must notify us in writing when signing and returning a copy of the Client Care Letter/ Terms of Business.; or

11.2.1.3 As otherwise required by law or other regulatory authority to which we are subject.

11.2.2 We may refer publicly to your name as a client of ours, provided we do not disclose any information which is confidential to you.

11.2.3 We shall be under no duty to disclose to you (or take into account in the course of providing the Services) any information acquired by us in acting for any other client or any information in respect of which we owe a duty of confidentiality to a third party.

11.3 **Your Duty of Confidentiality**

11.3.1 Our advice and other communications with you are confidential and may not, without our consent, be disclosed by you to any third party (other than to your employees and agents who require access and

who do not disclose it further) or otherwise made public except as required by law or other regulatory authority to which you are subject.

- 11.3.2 If, as a result of our acting for you, you acquire any information in respect of which we notify you that we owe a duty of confidentiality to a third party you will keep it confidential and not use it without our consent.
- 11.3.3 We may store information about you, your matter or any other documents and correspondence relating to your file(s) using cloud based technology. If you do not wish for your file(s) or other information to be stored in this way please inform us in writing before we commence work on your matter.

12 **CUSTODY, RETENTION AND TRANSFER OF DOCUMENTS**

- 12.1 We will, at your request, either during the provision or after completion of any Services, release to you or to your order Your Documents and Documents Held For You, provided that we are not at the time exercising our right to retain documents pending payment of outstanding fees and expenses or are prevented by any court order, undertaking or other legal constraint from doing so. We may copy all of Your Documents and Documents Held for you before releasing them, including any electronic correspondence submitted by you.
- 12.2 We may at any time scan, microfilm, or otherwise make electronic copies or images of any Documents, including electronic Documents or correspondence e.g. emails (other than Documents held in safe custody), destroy the originals and thereafter hold the Documents only in such copy or image form. Unless expressly agreed otherwise in writing we will keep all Documents whether in original, copy or imaged Form in accordance with our Document Retention and Destruction Policy below or for a minimum of six (6) years (and up to fifteen (15) years in respect of some regulatory transfers), if it is an area of work that is not specifically referred to in the Document Retention and Destruction Policy below.
- 12.3 We may agree to store title deeds, wills and other especially valuable documents in safe custody for you if you require and, if we do, we will not, without your consent, destroy any such documents.
- 12.4 We do not accept responsibility for the loss or damage of any item which we hold on your behalf unless we expressly agree in writing to the contrary.
- 12.5 After completing the work, we will be entitled to keep all your papers and documents whilst there is still money owed to us for fees and expenses. We will keep our file of your papers including emails and any hardcopies thereof, either as per the specific document retention and destruction policy below or for up to six (6) years whichever is applicable, except those that you ask to be returned to you. We will not destroy documents you ask us to deposit in safe custody. If we take papers or documents out of storage in relation to continuing or new instructions to act for you, we will not normally charge for such retrieval. However we may charge you both for time spent producing stored papers that are requested as well as reading correspondence or other work necessary to comply with your instructions in relation to the retrieved papers.

RECORD RETENTION AND DESTRUCTION POLICY

Purpose

Z group will be moving to holding electronic copies of documents during 2016. The idea is to reduce the storage of paper files to those which are required for legal reasons - otherwise to hold records in an electronic form.

The purpose of this Policy is to ensure that necessary records and documents of Z group are adequately protected and maintained and to ensure that records that are no longer needed by Z group or are of no value are discarded at the proper time. This Policy is also for the purpose of aiding employees in understanding their obligations in retaining electronic documents - including e-mail, Web files, text files, sound and movie files, PDF documents, and all Microsoft Office or other formatted files.

Policy

This Policy represents Z group's policy regarding the retention and disposal of paper records and the retention and disposal of electronic documents.

Administration

Attached as Appendix A is a *Client's Record Retention Schedule* and Appendix B is a *Company's Record Retention Schedule* that is approved as the initial maintenance, retention and disposal schedule for physical records of Z group and the retention and disposal schedule of electronic documents. The Practice Manager is the officer in charge of the administration of this Policy and the implementation of processes and procedures to ensure that the Record Retention Schedule is followed.

Applicability

This Policy applies to all physical records generated in the course of Z group's operation, and records we hold on our client's behalf.

APPENDIX A - CLIENT'S RECORD RETENTION SCHEDULE

SECTION TOPIC

- A. Accounting Department Clients' Documentation
- B. Legal Department Clients' Documentation

A. ACCOUNTING DEPARTMENT CLIENTS' DOCUMENTATION INCORPORATION DOCUMENTS

Incorporation Documentation must be kept **permanently (100 years)** in Hard Copy.

STATUTORY RETURNS, RECORDS, SHARE REGISTRATION DOCS AND REGISTERS

Any Statutory Records & Shares Documentation must be kept **permanently (100 years)** in Hard Copy.

In case of Insolvency, Z group will keep the documentation in Electronic Copy for **8 years** and any Original Documentation & Records will be returned to Client (except if client will be paying a storage fee to Z group).

INVESTMENT BUSINESS RECORDS

Investment Business Records must be kept for **8 years** in Electronic Format.

BANK RECORDS

Any Bank records must be kept for **7 years** then returned to client.

ACCOUNTING & TAX RECORDS

Accounting & Tax record must be kept for **8 years** in Electronic Format.

The following documentation may be retained **permanently (100 years)** in Electronic Format:

- Annual report and accounts (signed & unsigned)
- Interim report and accounts
- Records relating to pension transfers and opt-outs
- Information relating to client's chargeable assets and gifts
- Documents of title (e.g. leases)

Any original documentation will be retained as long as instruction requires and then return to client.

ANTI-MONEY LAUNDERING DOCUMENTATION

Anti-Money Laundering Documentation will be retained for **5 years** from end of business relationship in Electronic Format.

ENGAGEMENT LETTERS

Signed Engagement Letter will be kept for **8 years** in Electronic Format.

B. LEGAL DEPARTMENT CLIENTS' DOCUMENTATION

- Will Instruction Files - **Permanently (100 years)** – Digital and Hard Copy formats.
- Original Wills – **Permanently (100 years)** – Digital and Hard Copy formats.

- Trust Deeds – **Permanently (100 years)** – Digital and Hard Copy formats.
- Settlements – **Permanently (100 years)** – Digital and Hard Copy formats.
- Powers of Attorney – **Permanently (100 years)** – Digital and Hard Copy formats.
- Power of Attorney Files – **Permanently (100 years)** – Digital and Hard Copy formats.
- Trust Instruction Files - **Permanently (100 years)** – Digital and Hard Copy formats.
- Children or Disabled Matter Files - **Permanently (100 years)** – Digital and Hard Copy formats.

Under Rule 29.24 records may be kept on a computerised system, apart from the following documents, which must be retained as printed or otherwise issued for **6 years**:

- 1) original statements and passbooks as printed and issued by the bank, building society or other financial institution; and/or all on-line records obtained and saved in electronic form for:
 - a) any general client account or separate designated client account;
 - b) any joint account held;
 - c) any account which is not a client account but in which you hold client money; and
 - d) any office account maintained in relation to the practice, but not the office accounts of an MDP operated solely for activities not subject to SRA regulation;
- 2) original statements, passbooks and other accounting records retained as liquidators, trustees in bankruptcy, Court of Protection deputies and trustees of occupational pension schemes

The following documents must also be retained as printed or otherwise issued for **2 years**:

- 1) originals or copies of all authorities, other than cheques, for the withdrawal of money from a client account; and
- 2) all original paid cheques (or digital images of the front and back of all original paid cheques), unless there is a written arrangement with the bank, building society or other financial institution that:
 - a) it will retain the original cheques on your behalf for that period; or
 - b) in the event of destruction of any original cheques, it will retain digital images of the front and back of those cheques on your behalf for that period and will, on demand by you, your reporting accountant or the SRA, produce copies of the digital images accompanied, when requested, by a certificate of verification signed by an authorised officer.
- 3) The requirement to keep paid cheques as above extends to all cheques drawn on a client account, or on an account in which client money is held outside a client account.
- 4) Microfilmed copies of paid cheques are not acceptable. If a bank, building society or other financial institution is able to provide microfilmed copies only, you must obtain the original paid cheques from the bank etc. and retain them for at least two years.

There is no obligation to keep a hard copy of computerised records. However, if no hard copy is kept, the information recorded must be capable of being reproduced reasonably quickly in printed form for at least six years, or for at least two years in the case of digital images of paid cheques retained per above.

APPENDIX B - COMPANY'S RECORD RETENTION SCHEDULE

SECTION TOPIC

- A. Accounting and Finance
- B. Contracts and Memorandums of Understanding
- C. Correspondence and Internal Memoranda
- D. Electronic Documents
- E. Legal Files and Papers
- F. Miscellaneous
- G. Personnel Records
- H. Property Records

- I. Tax Records
- J. Contribution Records

ACCOUNTING AND FINANCE

Record Type	Retention Period
Accounts Payable ledgers and schedules	7 years
Accounts Receivable ledgers and schedules	7 years
Annual Audit Reports and Financial Statements	Permanent
Annual Audit Records, including work papers and other documents that relate to the audit	7 years after completion of audit
Annual Plans and Budgets	2 years
Bank Statements and Cancelled Cheques	7 years
Employee Expense Reports	7 years
General Ledgers	Permanent
Interim Financial Statements	7 years
Notes Receivable ledgers and schedules	7 years
Investment Records	7 years after sale of investment
Internal Audit work papers and findings	7 years after completion

CONTRACTS

Record Type	Retention Period
Contracts and Related Correspondence (including any proposal that resulted in the contract and all other supportive documentation)	7 years after expiration or termination

CORRESPONDENCE AND INTERNAL MEMORANDA

General Principle: Most correspondence and internal memoranda should be retained for the same period as the document they pertain to or support. For instance, a letter pertaining to a particular contract would be retained as long as the contract (7 years after expiration). It is recommended that records that support a particular project be kept with the project and take on the retention time of that particular project file.

Correspondence or memoranda that do not pertain to documents having a prescribed retention period should generally be discarded sooner. These may be divided into two general categories:

1. Those pertaining to routine matters and having no significant, lasting consequences should be discarded *within two years*. Some examples include:
 - Routine letters and notes that require no acknowledgment or follow-up, such as notes of appreciation, congratulations, letters of transmittal, and plans for meetings.
 - Form letters that require no follow-up.
 - Letters of general inquiry and replies that complete a cycle of correspondence.
 - Letters or complaints requesting specific action that have no further value after changes are made or action taken (such as name or address change).
 - Other letters of inconsequential subject matter or that definitely close correspondence to which no further reference will be necessary.
 - Chronological correspondence files.

Please note that copies of interoffice correspondence and documents where a copy will be in the originating department file should be read and destroyed, unless that information provides reference to or direction to other documents and must be kept for project traceability.

2. Those pertaining to non-routine matters or having significant lasting consequences should generally be retained permanently.

ELECTRONIC DOCUMENTS

1. **Electronic Mail:** Not all email needs to be retained, depending on the subject matter.
 - Staff will strive to keep all but an insignificant minority of their e-mail related to business issues.
 - Staff will not store or transfer Z group related e-mail on non-work-related computers except as necessary or appropriate for work purposes.
2. **Electronic Documents:** including Microsoft Office Suite and PDF files. Retention also depends on the subject matter.
 - **PDF documents** – The length of time that a PDF file should be retained should be based upon the content of the file and the category under the various sections of this policy. The maximum period that a PDF file should be retained is 6 years. PDF files the employee deems vital to the performance of his or her job should be printed and stored in the employee's workspace.
 - **Text/formatted files** - Staff will conduct annual reviews of all text/formatted files (e.g. Microsoft Word documents) and will delete all those they consider unnecessary or outdated. After five years, all text files will be deleted from the network and the staff's desktop/laptop. Text/formatted files the staff deems vital to the performance of their job should be printed and stored in the staff's workspace.
3. **Web Page Files: Internet Cookies**
 - All workstations: Internet Explorer should be scheduled to delete Internet cookies once per month.

LEGAL FILES AND PAPERS

Record Type

Retention Period

Legal Memoranda and Opinions (including all subject matter files)	10 years after close of matter
Litigation Files	10 year after expiration of appeals or time for filing appeals
Court Orders	Permanent
Requests for Departure from Records Retention Plan	10 years

MISCELLANEOUS

Record Type

Retention Period

Consultant's Reports	2 years
Material of Historical Value (including pictures, publications)	Permanent
Policy and Procedures Manuals - Original	Current version with revision history
Policy and Procedures Manuals - Copies	Retain current version only
Annual Reports	Permanent

PERSONNEL RECORDS

Record Type

Retention Period

Employee Personnel Records	7 years after termination of employment
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Employment Contracts - Individual

7 years after termination of employment

PROPERTY RECORDS

Record Type

Retention Period

Correspondence, Property Deeds, Assessments, Licenses, Rights of Way	Permanent
Original Purchase/Sale/Lease Agreement	Permanent
Property Insurance Policies	Permanent

TAX RECORDS

General Principle: Z group must keep books of account or records as are sufficient to establish amount of gross income, deductions, credits, or other matters required to be shown in any such return.

These documents and records shall be kept for as long as the contents thereof may become material in the administration of federal, state, and local income, franchise, and property tax laws.

Record Type

Retention Period

Tax-Exemption Documents and Related Correspondence	Permanent
IRS Rulings	Permanent
Excise Tax Records	7 years
Tax Bills, Receipts, Statements	7 years
Tax Returns - Income, Franchise, Property	Permanent
Tax Work paper Packages - Originals	7 years
Sales/Use Tax Records	7 years
Annual Information Returns - Federal and State	Permanent
IRS or other Government Audit Records	Permanent

CONTRIBUTION RECORDS

Record Type

Retention Period

Records of Contributions	Permanent
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INTELLECTUAL PROPERTY RIGHTS

12.6 Copyright

We retain copyright and all other intellectual property rights in all documents and other works we develop or generate for you in providing the Services (including know-how and working materials as well as final documents). We now grant you a non-exclusive, non-transferable, non-sub licensable licence to use such documents or other works solely for the Matter to which the Services of developing or generating them relate and not otherwise. If you do not pay us in full for our Services in relation to that Matter we may, on giving you notice, revoke that licence and only re-grant it to you once full payment has been made.

12.7 Opinions from Barristers and other Third Parties

12.7.1 We may retain, for our subsequent use, a copy of the advice or opinion of any barrister or other third party given in written form (or any note of any advice or opinion) obtained in the course of providing the Services. Any barrister or other third party will be instructed on the basis that any such advice or opinion will be so retained.

12.7.2 If we retain a copy of any advice or opinion in this manner we will take all reasonable steps to conceal information (such as names, addresses or descriptions) which might reasonably enable you to be identified.

13. **JOINT INSTRUCTIONS/CAPACITY AS AGENT**

13.1 Where we agree to work on a Matter for more than one client jointly, the rights and obligations of the joint clients to us in relation to the Services will be several (save for obligations to pay money to us, which will be joint and several).

13.2 Each joint client irrevocably permits us to disclose to any other of the joint clients at any time any information which we would otherwise be prohibited from so disclosing by virtue of our duty of confidentiality. If any joint client ends this permission during the provision of the relevant Services, or if a conflict of interest otherwise arises between joint clients, we may suspend or terminate the provision of Services related to that Matter to one or more of the joint clients.

13.3 If any joint client asks us to transfer documents we will deliver Your Documents to, or to the order of, the joint client who delivered them to us. We will retain any Documents Held for you and will supply copies to each joint client, making the originals available at one of our offices for inspection by any joint client on reasonable prior written notice.

13.4 Where you act in the capacity of agent, you agree to and accept the provisions of the engagement letter on your own behalf and as agent for any other beneficiaries. You shall procure in such circumstances that any other beneficiaries shall act on the basis that they are a party to the engagement letter, as if they each signed a copy of the engagement letter and agreed to be bound by it. However you alone shall be responsible for payment of our charges.

14. **FORCE MAJEURE**

Neither You nor We shall be liable for any failure to perform, or delay in performing, any obligations (other than payment and indemnity obligations) if and to the extent that the failure or delay is caused by Force Majeure and the time for performance of the obligation, the performance of which is affected by Force Majeure, shall be extended accordingly.

15. **LIMITATION OF LIABILITY**

15.1 **Legal**

15.1.1 We will use reasonable skill and care in the provision of the Services. Where we make an assessment for you, either expressly or by implication, of the likely level of risk associated with different potential courses of action, you accept that such assessment is made relying only upon the information and documents then available to us and cannot, therefore, be definitive.

15.1.2 Accordingly, such an assessment should only be used as one element in the making of any practical or commercial decision. You accept that the magnitude or acceptability of a risk is a matter for you.

15.1.3 The aggregate liability of the Firm (or of any service company owned or controlled by or on behalf of the Partners of the Firm), consultants to and employees and agents of the Firm and any service company owned or controlled by or on behalf of any of the Firm or the Partners of the Firm in any circumstances whatsoever, whether in contract, tort, under statute or otherwise, and howsoever caused (including but not limited to our negligence or non-performance), for loss or damage arising from or in connection with the Services provided shall, in relation to each Legal Matter, be limited to the sum, unless otherwise agreed, of Three Million Pounds (£3,000,000.00) and for each Accountancy Matter be limited to the sum, unless otherwise agreed, of One Million Five Hundred Thousand Pounds (£1,500,000.00).

15.2 **Accounts**

For all causes of action accruing in any 12 month period, commencing on the date of issue of your engagement letter, the liability of the firm in respect of breach of contract or breach of duty or fault or negligence or otherwise whatsoever arising out of or in connection with any non- statutory audit services provided under the terms of the engagement letter shall be limited. The limitation shall be the higher of £10,000 and 10 times the amount invoiced by the firm, net of VAT and excluding amounts invoiced for any statutory audit work, in respect of work undertaken in the 12 months prior to the

event giving rise to your claim. This covers claims of any sort whatsoever (including interest) arising out of, or in connection with, this engagement. This provision shall have no application to any liability for death or personal injury, or to any other liability for which exclusion or restriction is prohibited by law or to liability arising as a result of fraud on our part.

15.3 **Third Parties**

15.3.1 The Services are provided to and for the benefit of you as our client and you alone. No other person may use or rely upon the Services nor derive any rights or benefits from them. The provisions of the Contracts (Rights of Third Parties) Act 1999 are to that extent excluded.

15.3.2 The Firm alone will provide the Services and you agree that you will not bring any claim whether in contract, tort, under statute or otherwise against the Sole Director of the Firm, or any consultant to, or employee or agent of the Firm or any service company owned or controlled by or on behalf of the Director of the Firm, consultants, employees and agents shall be entitled to rely on the terms of this agreement insofar as they limit their liability.

15.4 **Drafts**

Where we provide draft or provisional advice or other materials, that advice or those materials are not to be relied upon as constituting our final view.

15.5 **Current Law**

The Services are provided in accordance with professional practice requirements and the proper interpretation of the law, as each exists on the date on which the relevant Service is provided. If there is any change in such requirements or the law, or their interpretation, after the relevant Matter has been concluded (or before that time but which could not reasonably be known by us at that time), we have no responsibility to notify you of, or of the consequences of, the change.

15.6 **Communication**

15.6.1 We shall communicate with you at the postal and email addresses and the telephone and fax numbers which you publish unless you ask us to use other addresses and numbers. You will notify us if you regard any communications from us as particularly confidential and the means by which you require us to make such communications and we shall have no liability to you arising out of your failure so to notify us.

15.6.2 Subject to any notification you may make to us under the previous paragraph, we shall not be required to encrypt, password-protect or digitally sign any email, or attachment, sent by us. We shall not be responsible for any loss or damage arising from the unauthorised interception, re-direction, copying or reading of e-mails, including any attachments. We shall not be responsible for the effect on any hardware or software (or any loss or damage arising from any such effect) of any e-mails or attachment which may be transmitted by us (save to the extent caused by our negligence or wilful default).

15.6.3 Any notice to you or us delivered under the engagement letter shall be in writing and delivered by pre-paid first class post (or pre-paid overseas equivalent) to or left at our respective addresses appearing in the engagement letter (or such other address as may be notified in writing). Notices delivered by post shall deemed to have arrived

- Where posted from and addresses in the UK, on the second working day, and
- Where posted from or to addresses overseas, on the tenth working day following the date of posting.

15.7 **Deadlines**

We will try to meet any deadline we agree with you for the performance of any Services but, unless we agree otherwise in writing in relation to any time, date or period for delivery or performance by us, time shall not be of the essence.

16. **PROPORTIONATE LIABILITY**

If you accept or have accepted any express exclusion and/or limitation of liability from any of your other professional advisers, our total liability to you arising out of the Services will not exceed the net aggregate of the amount for which we would otherwise have been liable after deducting any amount which we would have been entitled to recover from such adviser as a matter of law whether pursuant to statute or otherwise, but are prevented from doing so as a result of any such exclusion and/or limitation of liability.

17. **EXCLUSION**

We shall not be liable for:

- 17.1 any loss, damage, cost or expense arising from any breach by you of your agreement with us or any act or omission of any other person; or
- 17.2 any advice or document subject to the laws of a jurisdiction outside England and Wales; or
- 17.3 any advice or opinion given to you by any third party (whether or not nominated or recommended by us).

18. **LOSS OF PROFIT**

We shall not be liable for any indirect loss or damage or any loss of profit, income, production or accruals arising in any circumstances whatsoever, whether in contract, tort, under statute or otherwise, and howsoever caused (including but not limited to our negligence or non-performance).

19. **EXCEPTIONS**

Nothing in this agreement exempts us from liability arising from our fraud or reckless disregard of our professional obligations; or from our negligence resulting in death or personal injury; or where, in the case of a contentious business agreement, law or regulation prohibits the exclusion of such liability.

20. **TERMINATION**

20.1 **Completion of Services**

An agreement between you and us for the provision of defined Services ends on the completion of the provision of those Services. An open-ended agreement for the provision of Services ends three (3) months after the last date on which we provided Services to you. Unless new or different terms are agreed, our acceptance of instructions to perform Services for you subsequent to the ending of any agreement gives rise, from the time of acceptance of the instructions, to a new agreement on these terms. If we provide you free of charge with any seminar, information, or other document after the ending of an agreement, such provision does not give rise to a new agreement.

20.2 **Early Termination**

Either you or we may terminate the provision of all or any of the relevant Services at any time by giving written notice to the other. We will not do this without good and substantial reason, such as:

- 20.2.1 the threat or risk of violence, injury or other danger to the physical, psychological or moral well-being of any of our personnel; or
- 20.2.2 the discovery or creation of a Conflict of Interest; or
- 20.2.3 your requesting us to break the law or any professional requirement; or
- 20.2.4 the relationship of trust and confidence necessary between solicitor and client ceasing to exist between us; or
- 20.2.5 your failure to pay to us any amount due, or money on account requested; or
- 20.2.6 your insolvency; or
- 20.2.7 your failure to give us adequate instructions; or
- 20.2.8 our being forbidden to act by the National Crime Agency; or

20.2.9 our reasonable belief that our continuing to represent you may cause damage to the professional or personal reputation of our firm or any of its personnel; or

20.2.10 any other breach by you of these terms.

20.3 **Rights on Early Termination**

On early termination, by either you or us, you will remain liable to pay all fees and expenses incurred before termination and due under our contract or due on the basis of the time spent at our usual hourly rates, whichever is the less, together with any further fees and expenses for work necessary to transfer our files to another adviser of your choice. All our rights set out in these terms shall continue to apply even if we terminate the agreement.

21. **GENERAL**

21.1. Money Laundering Regulations / The Proceeds of Crime Act 2002

In accordance with the requirements of the Data Protection Act and the Money Laundering Regulations, we confirm:

- ZGRP Limited is the data controller;
- Graeme Wood is the nominated representative / data protection officer; and
- We will only process any documentation or personal data received from you in respect of client due diligence for the purposes of preventing money laundering and terrorist financing unless (a) use of that data is permitted by or under any enactment or (b) you give your express consent for the documentation or personal data to be used for other forms of processing.

We are required to comply with the Money Laundering Regulations and in particular to verify the identity and permanent address of all new Clients. This is to ensure that the policy adopted worldwide by Financial and Government Authorities to prevent the use of laundering systems to disguise the proceeds of crime is achieved.

Individual Clients:

If you are a new client or an existing client who has not previously supplied information, you are requested to supply the following; one item from List A and one item from List B (please note we require certified copies if you are sending these by post or if you are bringing in the original documents to our offices – we will make certified copies here).

LIST A – Proof of Identity

1. Current fully signed Passport
2. Current full UK Photocard Driving Licence.

LIST B – Address Verification

1. A bill for the supply of electricity, gas, water or telephone services (provided it is fewer than three (3) months old). Mobile phone bills are not acceptable.
2. Television Licence renewal notice.
3. Council Tax bill (provided it is fewer than three (3) months old).
4. Recent Tax Coding Notice.
5. Recent Mortgage Statement.
6. Credit Card/Bank

Statement (provided it is fewer than three (3) months old) showing current address.

Body Corporate:

If you are a new or existing body corporate client not listed on a regulated market who has not previously supplied information, we will require the following:

1. *Company / organisation full name;*
2. *Company or other registration number;*
3. *Registered address and, if different, principal place of business address;*
4. *Memorandum of association or other governing documents;*
5. *Names of the Board of Directors or members of your management body and its senior management;*
6. *Documentation in accordance with lists A and B above for any beneficial owners.*

Please note we require certified copies if you are sending these by post or if you are bringing in the original documents to our offices – we will make certified copies here.

Under the provisions of the Proceeds of Crime Act 2002 ("POCA"), we may be required to make a report to the relevant authorities if at any time we become aware of or suspect (whether from you or any other person) the existence of the proceeds of crime in relation to any Services on which we are engaged. Our obligation to make such a report will, in certain circumstances, override our duty of solicitor/client confidentiality and we may not be permitted to inform you whether or not we have made, or might intend to make, such a report.

We may terminate the provision of any Services to you, or be instructed to do so by the relevant authorities, if you fail to comply with your obligation to provide evidence of identity or we suspect that you or any other party connected with you or with the Matter is involved in activities proscribed by POCA.

The anti- money laundering guidance which UK banks and other finance services firms must adhere to is issued by the Joint Money Laundering Steering Group ("JMLSG"). The JMLSG considers all clients with funds deposited in a law firm's pooled client account to be beneficial owners of that account. The JMLSG does not require banks to routinely identify the beneficial owners of law firm's pooled accounts, as they do with most other accounts they issue. Pooled client accounts are granted this exemption on the proviso that this information is available upon request. In the event of Our bank requesting information about the beneficial owners of Our pooled client account, you agree to us disclosing your details to them.

21.2 **Severability**

Each of these terms shall be severable and distinct from the others and if any term is held to be illegal, invalid or unenforceable, in whole or in part, the remaining terms shall not be affected.

21.3 **Equal Treatment / Equality and Diversity**

Consistent with our internal policies and procedures, we will not discriminate in the way we provide our Services on the grounds of age, disability, gender re-assignment, marriage and civil partnerships, pregnancy and maternity, race (including colour, nationality [including citizenship] ethnic or national origins), religion or belief, sex, sexual orientation.

21.4 **Financial Services / Investment Business Services / Insurance Mediation**

ZGRP Limited is not authorised by the FCA but on the EPF FCA Register - NB: LN is awaiting guidance from SRA - Mrs. Khan.

If during the course of the matter upon which we are advising you, you need advice on investments, we may have to refer you to someone who is authorised by the Financial Conduct Authority, as we are not. However, as we are regulated by the Solicitors Regulation Authority and ICAEW respectively, we

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

In particular, we may:

- advise you on investments generally, but not recommend a particular investment or type of investment;
- refer you to a permitted third party, being a Financial Adviser, authorised and regulated by the Financial Conduct Authority; advise you in connection with the disposal of an investment, other than your rights in a pension policy or scheme;
- advise and assist you in transactions concerning shares or other securities not quoted on a recognised exchange;
- assist you in making arrangements for transactions in investments in certain circumstances; and
- manage investments or act as trustee (or done of a power of attorney) where decisions to invest are taken on the advice of an authorised person.

In addition, for corporate clients, on the understanding that its shares or other securities are not publicly traded, we may also:

- advise the company, existing or prospective shareholders in relation to exercising rights, taking benefits or share options valuation and methods;
- arrange any agreements in connection with the issue, sale or transfer of the company's shares or other securities;
- arrange for the issue of the new shares; and;
- act as the addressee to receive confirmation of acceptance of offer documents etc.

If you have any problem with the services we have provided for you, then please let us know. We will try to resolve any problem between ourselves. If for any reason we are unable to resolve the problem between us, then we are regulated by the Solicitors Regulation Authority and complaints and redress mechanisms are provided through the Solicitors Regulation Authority and the Legal Ombudsman.

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 Solicitors Regulation Authority is the independent regulatory body of the Law Society and the Legal Ombudsman is the independent complaints handling body of the Law Society.

Further ICAEW is a designated professional body for the purposes of the Financial Services and Markets Act 2000, but responsibility for regulation and complaints handling is the Institute of Chartered Accountants in England and Wales.

22. **DISPUTE RESOLUTION**

22.1 **Scope**

All claims, complaints and disputes arising out of or in connection with the Services ("Disputes") will be resolved pursuant to this paragraph.

22.2 **Complaints Procedure - Regulated Services (SRA)**

22.2.1 We hope you will have no complaint. To underline how seriously we take complaints, we have a set Complaints Procedure which can be summarised as follows: (a copy of our full complaints procedure is available on request).

22.2.1.1 If you have any complaint or observation (good or bad) about our service, please say so.

- 22.2.1.2 Raise any complaint first with the Fee Earner assigned to your matter.
- 22.2.1.3 If this does not resolve it satisfactorily, contact Graeme Wood, the Partner nominated by the practice to ensure prompt and thorough investigation of any complaint.
- 22.2.1.4 If still unresolved at this stage, you may take your complaint to the Legal Ombudsman if it is an activity as regulated by the SRA. Normally, you will have to bring your complaint to the Legal Ombudsman within 6 months of receiving a final response from us about your complaint and 6 years from the date of the act or omission giving rise to the complaint or alternatively 3 years from the date you should reasonably have known there are grounds for complaint (if the act/omission took place before 6 October 2010 or was more than 6 years ago).

22.2.1.4.1 Contact details:

The address of the Legal Ombudsman is: PO Box 6806, Wolverhampton, WV1 9WJ; telephone, 0300 555 0333; or view their website at www.legalombudsman.org.uk, email enquiries to: enquiries@legalombudsman.org.uk

22.2.1.5 A complainant to the Legal Ombudsman must be one of the following:

- An individual;
- 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 million);
- A charity with an annual income less than £1 million;
- A club, association or society with an annual income less than £1 million;
- A trustee of a trust with a net asset value less than £1 million; 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 Handling Procedure or by mediation or arbitration, or by taking action through the Courts.

22.2.2 Kindly note that you have the right to object to your bill by making a complaint to the appropriate body referred to above and / or by applying to the Court for an assessment of the bill under Part III of the Solicitors' Act 1974.

22.3 **Complaints Procedure-Regulated Services (ICAEW)**

22.3.1 Raise any complaint first with the Fee Earner assigned to your matter.

22.3.2 If this does not resolve it satisfactorily, then contact Zahid Hussein, the Partner nominated by the practice to handle accountancy related issues / complaints, who will carry out a thorough investigation and report to Graeme Wood, the Partner nominated by the practice to ensure prompt and thorough investigation of any complaint.

22.3.3 If still unresolved at this stage, you may take your complaint to our governing body, the Institute of Chartered Accountants in England and Wales and the details are as follows:

ICAEW - You can either complete the complaint form at icaew.com/complaints, email them at complaints@icaew.com or write to them at this address: Professional Conduct department ICAEW Metropolitan House 321 Avebury Boulevard Milton Keynes, MK9 2FZ.

22.4 **Exclusions**

We shall not be obliged to comply with paragraph 22 above in relation to any Dispute in which we seek:

22.4.1 an order or award (whether interim or final) restraining you from doing any act or compelling you to do any act; or

22.4.2 a judgment or award for a liquidated sum to which here is no arguable defence (provided that the exception shall cease to apply and the Dispute may be referred to arbitration on the application of either party if the court decides that you should have permission to defend the claim); or

22.4.3 the enforcement of any agreement reached or any binding order, award, determination or decision made pursuant to paragraph 22 above, nor shall anything in this paragraph inhibit us at any time from serving any form of demand or notice or from commencing or continuing with any bankruptcy, winding up or other insolvency proceedings.

22.5 **Regulator**

Nothing in this Terms of Business shall prevent you at any time from referring any Matter to the body or bodies for the time being charged with the regulation of Solicitors (Solicitors Regulation Authority) or regulation of Accountants (ICAEW).

23. **LAW AND JURISDICTION**

The terms on which we provide Services to you are governed by, and shall be construed in accordance with, English law. You and we each agree to submit to the exclusive jurisdiction of the English courts, provided that we may in our sole and unfettered discretion commence proceedings against you in any other Court.

24. **QUALITY STANDARDS**

Due to our own internal quality standards and CQS, we are subject to periodic checks by outside assessors. This could mean that your file may be selected for checking/auditing, in which case we would need your consent for inspection to occur. All inspections are, of course, conducted in confidence. If you do not wish to disclose Your details and file to be released you must notify us in writing when signing and returning a copy of the Client Care Letter/ Terms of Business.

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 we can explain this further or if you would like us to mark your file as not to be inspected. If you wish to withhold consent, please inform us in writing.

25. **DISCLAIMERS**

25.1 **Planning in property transactions**

We will not advise you on the planning implications of your proposed purchase, unless specifically requested to do so by you, otherwise than by reporting to you on any relevant information provided by the results of the "local search".

25.2 **Other property disclaimers / Environmental**

It is not our responsibility to carry out a physical inspection of the property nor advise on the valuation of the property nor the suitability of your mortgage nor any other financial arrangements.

We may, however, need to obtain on behalf of your lender, at your expense, an environmental search. However, we will not advise you about any issues relating to the possible contamination of any land which may be relevant to your purchase. We have to tell you that we are not qualified to advise on the results of any search made in that respect and would only be able to report to you the actual results of such a search. This is particularly significant in respect of the potential liabilities that may arise at some future point in time as a result of land contamination or flood risk that are having increasing significance. If you have any doubts, please discuss your concerns with us.

If we are instructed on a purchase transaction and we are also acting for your proposed lender, we have a duty to fully reveal to your lender all relevant facts about the purchase and the mortgage. This includes any differences between your mortgage application and information we receive during the transaction and any cash back payments or discount schemes that a seller is giving to you.

DATA PROTECTION

We use the information you provide, including any information submitted to us in electronic formats primarily for the provision of legal services to you and for related purposes including: updating and enhancing client records, analysis to help us manage our practice, statutory returns, legal and regulatory compliance. Our use of that information is subject to your instructions, the Data Protection Act 1998 and our duty of confidentiality. Please note that our work for you may require us to give information to third parties such as expert witnesses and other professional advisers. You have a right of access under data protection legislation to the personal data that we hold about you. 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.

26. **PROVISIONS RELATING TO CONVEYANCING MATTERS**

- 26.1 It is your responsibility to make the necessary financial arrangements and make certain that there will be sufficient cleared funds to complete the property transaction and pay all fees costs and disbursements.
- 26.2 If you are obtaining a mortgage read the offer carefully to make sure that you comply with all conditions and that you fully understand the net amount that will be advanced to you. If you are uncertain as to any aspects of the offer please ask us to advise.
- 26.3 Our estimate of fees includes all the disbursements that you are likely to incur such as Land Registry fees stamp duty and land charges searches but you will be responsible for any additional disbursements incurred during the transaction.
- 26.4 All monies to complete your purchase must be by way of cleared funds in our client account on the day prior to completion. We cannot complete without cleared funds. Personal cheques are not cleared funds for 5 days after receipt.
- 26.5 Where you are obtaining a mortgage we will request the lender to arrange for us to have the mortgage funds the day before completion to avoid late completion. Lenders may charge extra days interest for this service. As we will also be acting for both you and your lender in the transaction we have a duty to fully reveal to your lender all relevant facts about the purchase and mortgage. This includes any differences between your mortgage application and information we received and any cash back payments or discount schemes that a seller is giving you.
- 26.6 We believe it is in the best interests of our clients to work with the solicitors of other parties and estate agents to try and ensure that matters proceed smoothly to exchange of contracts. It is therefore our policy to disclose to agents and other parties' solicitors the position of our clients in terms of their ability to proceed with the transaction and what work or other issues are outstanding and need to be resolved prior to an exchange of contracts. So unless you instruct us to the contrary, we shall assume you are happy for us to share such information with agents and other solicitors.
- 26.7 ZGRP Limited are authorised by you to exchange contracts by whatever means they deem desirable.
- 26.8 It is imperative that you return all forms documents and correspondence requested of you as a matter of urgency so as to ensure that there is no delay in the transaction. Failure to submit a correctly completed form to the Revenue and Customs within 30 days of legal completion may result in the imposition of financial penalties against you by Customs and Excise.
- 26.9 On exchange of contracts you must make sure you have put in force the buildings insurance and any life policy. If you do not then the consequences could be disastrous. Cover under these policies must begin on exchange of contracts and not on completion.
- 26.10 Whilst every effort will be made to ensure that the transaction proceeds as quickly as possible we cannot guarantee the completion date so you are advised not to make any binding arrangements or commitments until you have confirmation from us that contracts are exchanged.
- 26.11 On sales you authorise us to discharge all mortgages secured against your property in accordance with our undertaking to your lender(s). Whilst we will obtain redemption statement(s) prior to completion and draw these to your attention you will remain liable for all monies due under the mortgage including arrears which may have accrued and redemption

penalties not known to us at the time of completion and indemnify us in respect of the same

27. **PROVISIONS RELATING TO LITIGATION AND OTHER WORK IN RELATION TO DISPUTES**

This paragraph contains further contractual provisions and important information which we are professionally obliged to give you where the Matter relates to litigation or the resolution of disputes by other means (including a non-contentious Matter which becomes contentious, or gives rise to further instructions on a contentious Matter).

27.1 **Costs Risk**

27.1.1 In litigation matters, the Court may decide to order one party to pay the costs of the other. The Court usually orders the unsuccessful party to pay all or a part of the successful party's costs, although there is no certainty about this. The successful party usually recovers a proportion of its costs from the unsuccessful party, although there is no certainty about this. You should be aware that:

27.1.1.1 If you make an interim application to Court which does not succeed, you may have to pay the other side's costs, usually within two (2) weeks.

27.1.1.2 If you lose the case, you may have to pay the other side's costs and it is not usually possible for you to withdraw from the case without dealing with the issue of those costs.

27.1.1.3 Costs awarded have to be proportionate to the value of the dispute and, in the ordinary course, recovered costs from the other side rarely exceeds sixty to seventy per cent (60- 70%) of actual expenditure.

27.1.1.4 You will still be liable to pay our costs in full, even if the other party fails to pay the costs awarded to you by the Court.

27.1.1.5 Issues which the Court may take into account in assessing the costs payable or recoverable include:

27.1.1.5.1 efforts made before and during the proceedings to try to resolve the dispute, including the appropriate use of mediation and other alternative dispute resolution procedures;

27.1.1.5.2 the effects of Part 36 Payments and offers of settlement;

27.1.1.5.3 the complexity and size of the Matter and the difficulty or novelty of the questions raised;

27.1.1.5.4 the skill, effort, specialised knowledge and responsibility involved;

27.1.1.5.5 the time spent;

27.1.1.5.6 the place and Circumstances in which the work was done.

27.1.2 if the other side is or becomes legally aided, it is highly unlikely that you will recover your costs, even if you are successful.

27.1.3 If you are unsuccessful, or the Court so orders for some other reason, you may be ordered to pay the other side's costs. We will discuss with you whether the likely outcome will justify the expense / risk.

27.2 **Funding**

27.2.1 Legal expenses insurance may be included in your contracts of insurance and you should check your policies to see if you are covered. Your policy may cover your costs and/or your liability to pay the other side's costs. If you believe you are covered, please discuss this with us so that we can assist you in notifying your insurer. If you do not have legal expenses insurance, you may be able to purchase insurance to cover you in the event that you have to pay the other side's costs.

27.2.2 A conditional fee agreement is an agreement whereby we would be entitled to charge you an increased fee if you were successful, and would charge you no fee or a reduced fee if you were not successful. You might be able to take out an insurance policy to cover you in the event that you were ordered to pay the other side's costs. You would usually be able to recover this insurance premium and any sums you paid to us from the other side if you were successful. Not all Matters are suitable for this type of conditional fee arrangement but we are happy to discuss this further with you at your request.

27.3 **Statements of Truth**

Under the Civil Procedure Rules, all statements of case (the term for pleadings which includes documents such as claim forms, defences and witness statements) and certain other documents, must be verified by a statement of truth, to the effect that the party putting forward the document believes the facts stated in it are true. Making a false statement of truth is potentially a contempt of Court.

Whilst a statement of truth can be signed by you or your legal representative, it is our policy that you should sign your own Statement of Truth.

27.4 **Attendance at Hearings**

Please be aware that, under the Civil Procedures Rules, the Court can Order you to attend hearings. We will discuss this with you further as your case progresses.

27.5 **Alternative Dispute Resolution** As part of the active management of a case under the Civil Procedure Rules, both the Courts and the parties in a dispute are required to consider the use of alternative dispute resolution ("ADR") if it is considered appropriate to help to resolve the dispute. ADR includes methods of dispute resolution such as mediation, adjudication and expert determination.

There have been occasions when the Courts have imposed costs penalties on parties who unreasonably refuse to consider ADR. I will discuss both the methods of ADR and any possible costs implication further with you if and when it becomes appropriate.

28. **PROVISIONS RELATING TO PROBATE CHARGES AND EXPENSES**

28.1 **Charges**

Our charges will be calculated according to:

- (i) The "time spent" by solicitors and legal staff in dealing with the Estate and;
- (ii) "Value Element". This is the percentage of the Gross Value of the Estate, as the monetary value involved is one measure of the extent of the responsibility falling on the Practice. It is in accordance with percentages recommended by the Law Society.
- (iii) "Uplift" for care and conduct" which is a percentage regarded as representing the firm's profits.

We review our charging rates every year. It is our practice to write to you about changes in these rates and to tell you the dates after which the changes will apply.

We give below an explanation of the "time", "value", "care and conduct" factors.

28.2 **Time**

For meetings, discussions and other work progressing the administration of the estate, the hourly rate (excluding VAT) of our solicitors and legal staff are:

Solicitors £250.00 per hour

VAT will be added at the current rate of 20%

If less than one hour is involved, we calculate the time spent in units of 6 minutes (1x 6 minute unit =10% of the hourly rate)

Telephone calls and letter out are treated differently.

Telephone calls (made and received by us) are recorded in units each of 6 minutes. Short and routine letters (written and received) are counted as 6 minutes each.

28.3 **Value**

The "value element" (where charged) is calculated as follows:

Where we are appointed executors:

1.5% of the Gross Estate, less the value of the Deceased's residence plus 0.75% of the value of the Deceased's residence

(i) Where we are instructed by the executors:

1% of the Gross Estate, less the value of the Deceased's residence plus

0.5 % of the value of the Deceased's residence

28.4 **Uplift for care and conduct**

The uplift for care and conduct recommended by the Law Society is 25% of the time spent element of the bill. This represents not only the firm's profit, but also an allowance for the supervision and other indirect expenses, such as administration costs and an allowance for "lost" or unchargeable" time.

28.5 **Additional Expenses**

Other expenditure will be necessary in dealing with the estate. This will include:

- Probate fee (for issuing of grant); including one copy £155
- Commissioner's fee (the fee for swearing the Personal Representative Oath) £7.00
- Additional £7 where there are 2 executors
- Valuer's fee for valuing land contents or shares (if necessary)
- Additional court copies of the grant document cost 50p per copy

29. **REGULATIONS AFFECTING YOUR CANCELLATION RIGHTS**

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013:

29.1 If we have not met you either in person (because, for example, instructions and signing of the contract documentation is taking place by telephone/mail, e mail or on-line - i.e.: by way of a "distance" contract) or we have taken instructions and a contract has been concluded away from our business premises (because, for example, we have met with you at home - i.e. by way of an "off-premises" contract) and the contract was entered into on or after 14 June 2014, you have the right to cancel this contract within 14 calendar days of entering into the contract without giving any reason.

29.2 The cancellation period will expire after 14 calendar days from the day of the conclusion of the contract.

29.3 To exercise your right to cancel, you must inform us at ZGRP Limited.

29.4 Address: Ibex House, 162-164 Arthur Road, Wimbledon Park, London, SW19 8AQ. Tel: (0)20 8944 1180

Fax: (0)20 8944 0863
Email: info@zgrp.co.uk

of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or e mail). You may use the model cancellation form attached to your Client Care Letter, but it is not obligatory. If you use this option, we will communicate to you an acknowledgement of receipt of such a cancellation on a durable medium (eg. by e mail) without delay. To meet the cancellation deadline, you must send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

29.5 Should you require the work to be commenced within the 14 calendar day cancellation period, you must provide your agreement to that in writing, by e mail, post or fax to enable us to do so. By signing and returning the client care letter, you are providing your agreement in writing to enable us to commence work within the 14 calendar day cancellation period. Where you have provided your consent

for work to commence within the 14 calendar day cancellation period and you later exercise your right to cancel, you will be liable for any costs, VAT and disbursements incurred up to the point of cancellation. Unless you make an express request for us to commence work within the 14 day period (i.e. by signing and returning the client care letter, we will not be able to undertake any work during that period.

30. **INSURANCE**

We have a legal duty to tell you about our professional indemnity insurance. We have an obligation to carry such insurance.

Our participating insurers for:

(a) SRA Regulated and Non Regulated Legal Services are as follows:

QIC Europe Ltd. Their address is No. 7 4th Floor Block C,179 Marina Street, Pieta PTA 9042, Malta. Our policy number is 16SOL26428-70707KP. Our liability whether in contract, tort, or otherwise to you in respect of the matter or transaction covered by the Letter of Engagement is limited to £3m (three million pounds), unless we agree in writing to vary this amount. No liability to any party other than yourself shall arise in relation to the services provided by us. The insurance covers our practice carried out from our offices in England and Wales and will extend to acts or omissions wherever in the world they occur.

(b) Non Legal Services to include Accountancy are as follows:

Royal & Sun Alliance Insurance PLC. Their address is 9th Floor, One Plantation Place, 30 Fenchurch Street, London, EC3M 3BD. Our policy number is 12270053. Our liability whether in contract, tort, or otherwise to you in respect of the matter or transaction covered by the Letter of Engagement is limited to £1.5m (one million five hundred thousand pounds), unless we agree in writing to vary this amount. No liability to any party other than yourself shall arise in relation to the services provided by us. The insurance covers our practice carried out from our offices in England and Wales and will extend to acts or omissions wherever in the world they occur except USA and Canada.

(c) Non Legal Services to include Architectural services are as follows:

Channel Syndicate 2015, Arch Syndicate 2012 and C V Starr Syndicate 1919. Their address is c/o A.S.E. Insurance Agency (UK) Limited, The Old Post Office, 2 Mill Road, Maldon, Essex CM9 5HZ. Our liability whether in contract, tort, or otherwise to you in respect of the matter or transaction covered by the Letter of Engagement is limited to £2m (two million pounds), unless we agree in writing to vary this amount. No liability to any party other than yourself shall arise in relation to the services provided by us. The insurance covers our practice carried out from our offices in England and Wales. This cover is not transferable to 3rd parties.

31. **FINANCIAL SERVICES COMPENSATION SCHEME**

In the event of a banking failure it is unlikely that the firm would be held liable for any losses of client account money.

We currently hold our client account funds in Barclays Bank. The £75,000 Financial Services Compensation Scheme (FSCS) limit will apply to each individual client so if you hold other personal monies yourself in the same bank as our client account, the limit remains £75,000 in total, so it may be advisable to check with your own bank as some banks now trade under different trading names.

However, with effect from 3rd July 2015, the FSCS will provide a £1 million protection limit for temporary high balances held with a bank, building society or credit union if it fails. Further details relating to what constitutes a temporary high balance and the rules relating to the protection can be found at www.fscs.org.uk

In the event of a bank failure you agree to us disclosing details to the FSCS.

32. **LEGAL AID**

We don't undertake legal aid work however 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 discuss this with the person attending to your case (they will be able to confirm if Legal Aid will be relevant to your type of case and if you may qualify) / alternatively go to the LAA website www.gov.uk/legal-aid or telephone them directly on 0300 20 2020.

33. **GREEN DEAL SCHEME**

The Green Deal Scheme is a government driven initiative to allow for a loan to be provided on a property for the improvement of its energy efficiency. The loan is repayable on a monthly basis, in conjunction with the power bills on the property. The loan will run with the property unless it is repaid on the sale or transfer of the property.

The seller(s) of the property are required, by law, to disclose the existence of any Green Deal loan on the property they are selling, or they may become liable for repaying the outstanding debt, even after they have sold the property. The Estate Agent / Seller must disclose the existence of a Green Deal loan agreement prior to a sale being agreed. If the property is being sold at auction, the existence of a Green Deal loan agreement should be disclosed before the winning bid is made.

The purchaser on a normal sale should be given an EPC showing the Green Deal improvement or an EPC and a disclosure document showing details of the work carried out under the Green Deal Scheme. This disclosure document will be provided by the energy provider on completion of the work as well as details of the repayment amount, the unexpired term of the loan and details of the loan provider.

Disclosure of the Green Deal loan must be made at least 7 days before the transaction or arrangement is entered into or if this is not practicable then the disclosure requirement must be satisfied as soon as practicable before the transaction is entered into. The seller must secure that the contract for sale includes an acknowledgment by the purchaser that they have received notice that the property is a Green Deal property and that the bill payer at the property is liable to make payments under the green deal plan and further that certain terms of that plan are binding on the bill payer.

Whilst there are no charges, restrictions, notices or cautions registered when a property is a Green Deal property, the mortgage lender must be notified of the existence of the Green Deal loan because the borrower / new property owner is taking on another loan which runs with the property.

If this applies to you we will ask you to sign and return the [Declaration and Agreement Section] of the Client Care Letter we send to you confirming your authority for us to make any such disclosure to your mortgage lender.

Please note that we offer no guarantees / warranties in relation to the extent and nature of any works undertaken under the Green Deal Scheme. It is your responsibility to ensure that you have satisfied yourself as to the extent, nature and repayment provision of any such works undertaken in accordance with the Green Deal Scheme.

We would recommend that all Green Deal loans be repaid by the seller on completion of the property transaction, as the value of the property will undoubtedly have already taken into account the work undertaken under the Green Deal loan.

34. **CONSUMER PROTECTION REGULATIONS (CPR)**

The Consumer Protection from Unfair Trading Regulations (as amended) regulate transactions between traders and consumers and prohibit trading practices that amount to unfair commercial practices and misleading acts and omissions. Neither you, the client, nor we, your legal representative, must mislead a buyer or tenant either by providing incorrect or ambiguous information, or by omitting to provide material information about the property you are selling.

Certain information will be revealed through searches and other enquiries of public databases, surveys and valuation reports. However, You must disclose to Us any known defects and other material adverse matters relating to the property known to You and failure to do so may mean that, in certain circumstances, the buyer or tenant would have rights of redress against You.

We encourage you to make all known disclosures as early in the transaction as possible to prevent delays.

If We become aware of any such existence of material information, and You decline to authorise disclosure to the buyer or tenant, then We would have to consider whether it was possible to continue to act for You as the CPR's impose a duty to act fairly towards You as Our client and also towards third parties, especially those that are unrepresented.