



TERMS AND CONDITIONS

This document has been sent to you as part of our continuing compliance with the standards required of us as your solicitor.

The following terms of engagement apply to all work carried out by Lotus Horizon except as otherwise agreed. The expression “we”, “us”, and “our” refer to Lotus Horizon and “you” and “your” refer to our client.

These terms and conditions will apply to any services which we provide to you and will usually be supplemented by a letter dealing amongst other things with the specific services to be provided and the fees payable.

These terms and conditions may be revised from time to time and a copy will be sent to you to replace these, and the revised terms and, conditions will apply from the date you receive them. You are of course free to terminate the arrangement between us if you do not accept the revised terms and conditions.

1. Our Services

Scope of our Services

The scope of the services we have agreed to provide for you in any matter will be agreed between us and confirmed in our Client Care Letter. You agree that you do not require us to provide you advice or further services in relation to any aspect outside of the scope of the services so agreed.

Provision of Information

To assist us in carrying out the work as efficiently as possible, you will need to ensure that all information provided is to the best of your knowledge complete, accurate and up to date. You should also notify us of any changes or variations to that information which may arise after the date it is passed to us and of any new circumstances that might be relevant to the work we are undertaking.

Service Level

We will keep you informed of all key developments in your case and write, telephone or email (as per any preference you may have or as is agreed) as and when required. There are very often periods of time (for example in between court hearing dates and filing deadlines) when it can appear that ‘no-one is doing anything’, and we know that this can be frustrating. We will explain to you, as the case develops, what is happening and why. Updates will be at intervals of no more than 4 weeks.

2. Responsibility for Work

The name of the person who will carry out most of the work in this matter and, if different, the Director with overall responsibility for your matter will be confirmed in our Client

Care Letter. They may from time to time, be assisted by other members of our team i.e., trainees, paralegals etc. However, you will be notified of this either in the Client Care Letter or in writing when applicable.

We try hard to avoid changing the people who are handling your work but if this cannot be avoided, we will notify you promptly of the name and status of the person who will be dealing with your case.

Ms Kirsty Richards has overall supervision on all the firm’s cases as they are the firm’s Director and an approved LAA supervising solicitor. You may have a different day to day contact confirmed within your client care letter and/or during your course of your matter.

Our firm’s responsibility to you is to act in your best interest and to achieve your objectives of a favourable outcome, we will review your matter regularly and prepare your case for each and every hearing, we will advise you of any change in circumstances and risks of which we are made aware or consider reasonably foreseeable that can affect the outcome of your case and we will deal with all your queries promptly and courteously.

In return we would ask you to provide our firm with clear timely and accurate instructions, attend all appointments on time, notify my office immediately of any change in your instructions, that if you forward documents to my office you retain a copy yourself and finally that you notify my office of any up to date change of address and provide up to date

telephone numbers so that we can continue to communicate with you in plain language and efficiently.

3. Complaints

We aim to offer all our clients an efficient and effective service. However, should there be any aspect of our services with which you are unhappy, please raise the matter with the person with day to day conduct of your matter or, if you feel it necessary, with Ms Kirsty Richards who is the responsible Director who will provide you with a copy of our complaints procedure. We will investigate your complaint carefully and promptly. If for any reason we are unable to resolve the problem between us, then we are regulated by the Solicitors Regulation Authority (SRA) and complaints and redress mechanisms are provided through the SRA and the Legal Ombudsman. The Legal Ombudsman may be contacted at Legal Ombudsman, PO Box 6167, Slough SL1 0EH and by e-mail at enquiries@legalombudsman.org.uk

From the 1st April 2023 the Legal Ombudsman can accept a complaint in a time scale of 1 year from the date of act/omission, or 1 year from when the complainant should have known about the complaint.

<http://www.legalombudsman.org.uk/> Please be aware that any complaint to the Legal Ombudsman must usually be made within six months of the end of our work for you or within six months of you finding out there was a problem. For further information, you should contact the Legal Ombudsman on 0300 555 0333 or www.legalombudsman.org.uk

4. Contacting Us

Our office is located at Highstone Business Centre, 165 High Street, Barnet, EN5 5SU. The normal hours of opening are between 09.30 and 17.30 on weekdays. Appointments can be arranged outside those hours if deemed essential by Lotus Horizon.

Should you require emergency assistance outside of these hours you may contact our emergency service by telephoning 020 8129 0995 and leaving a message, together with a contact telephone number.

5. Professional Indemnity

In the interests of our clients, we maintain compulsory professional indemnity insurance to a total level of three million pounds.

Our insurer is Hera Indemnity, and their contact details are available on request.

6. Our Charges

Professional Fees

Unless privately paying instructions have been agreed and confirmed in writing by you or a pro-bono instruction agreed for you, you may have been assessed as entitled to have our fees paid by the Legal Aid Agency under a Legal Aid Certificate.

If you do not qualify for Legal Aid, the hourly rates applicable to your matter will be confirmed to you in our private paying instructions correspondence. We may from time to time review our charging rates and will notify you immediately in writing of any changes which are applicable to your matter.

Our current rates from time to time may not be appropriate in cases of exceptional complexity or urgency or where specialist knowledge is required. Where it becomes apparent that such circumstances exist, we will notify you of this.

All fees are quoted exclusive of VAT, which will be added where appropriate.

Estimate of Costs

We will provide you at the outset of a matter with the best possible information on our costs and will update this information as the matter progresses. As you will appreciate however, a matter can often end up taking quite a different shape from that envisaged at the time when it starts, and the legal advisers are instructed. Accordingly, it can be difficult to come up with a clear estimate. However, as matters progress, we should be able to provide you with more detailed estimates of our likely costs and will keep this under review with you.

Limits

Whilst it is often not possible to estimate charges in advance, it is open to you to notify us of any limit which you wish to impose on our charges after which further reference will be made to you. We will advise you when it appears that any costs estimate, or limits are close to being exceeded. Notwithstanding any estimates or costs limits however, the final bill will be a product of the amount of time our fee earners spend on the matter and our agreed fee rates; any estimates provided are neither intended to be a cap nor a target billing figure. Therefore, if significant further work is required in addition to that currently envisaged or if the timetable is extended significantly, our fees will be greater than our indicative estimates. Should it become apparent at any time during the matter that significant further work will be required, we shall of course let you know.

Third party responsibility

In certain circumstances, there may be an expectation that a third party (including an insurer) will pay your costs. If the third party does not pay the sums due, you will be required to pay the outstanding costs.

Disbursements for private paying clients

We may incur certain expenses your behalf, (for example, such items as court fees, counsel's fees, search fees). You will have to pay those expenses or reimburse us for them in addition to our fees. VAT is payable on certain disbursements.

7. Billing arrangements Timing of bills

We will normally send you a final bill for the settlement of our services at the end of the matter. However, if the matter is ongoing, we will render interim bills at intervals.

Payments on account

We will ask you to pay sums of money from time to time on account of the anticipated fees. We will offset any such payments against your final bill. Total fees may be greater than any advance payments.

Settlement of bills

Accounts are to be paid by you when due whether or not the amounts concerned may ultimately have to be paid by another party.

We are entitled to charge interest on unpaid bills at the rate payable on judgment debts from one month after delivery of the bill in accordance with Article 5 of the Solicitors' (Non-Contentious Business) Remuneration Order 2009. We reserve the right to charge interest on any outstanding amounts at the statutory rate of 2 % above base rate of The Bank of England.

If any payment on account is not made or a bill is not settled in accordance with these terms, we reserve the right to decline to act further for you.

Concerns over your bill

If you are not satisfied with the amount of our fees, please contact us. Objections about the amount of our fee will be handled by way of our complaint's procedure.

If you remain unhappy about the level of our fees you may be able to make a complaint to the Legal Ombudsman (as more particularly set out below) or may be entitled to have the bill assessed by the Court in accordance with Part III of the Solicitors Act 1974. Your rights are set out more fully in Sections 70, 71 and 72 of the Solicitors Act 1974.

Lien over papers and documents

Following the conclusion of your matter, we are entitled to retain your file of papers and documents while there is money owing to us for fees.

Client account

We operate a client account facility which allows for money to be held or transferred in relation to a matter we are working on. However, the facility is operated at our discretion and any unauthorised receipts will be held pending further investigation or returned to the sender. Therefore, we ask that you give us advance warning of any receipts.

If you wish to pay electronically you should quote your surname, reference, and send to HSBC (Lotus Horizon client deposit account), sort code 40-20-23, account number 03666832.

8. Limitation of Liability Reliance by third parties

Advice rendered by us is provided for the purpose of the instructions to which it relates and for your benefit. It may not be used or relied on for any other purpose or by any person other than you without our prior agreement.

Liability in respect of other parties

We will use all reasonable endeavours to ensure that all information provided by us is accurate, but we cannot account for the accuracy of information provided by or obtained from third parties. We shall not be liable for any decision made or action taken by you, or others based upon reliance on or use of information or advice provided by or obtained from third parties.

Where we are asked to recommend the services of another advisor or service provider, we will do so in good faith, but without liability and without warranting the ability or standing of that person or firm. We will not be responsible for the quality of the services provided by that person or firm.

9. Confidentiality

We owe you a duty of confidentiality in respect of information relating to you which we obtain during our retainer. All such information will be regarded as and always kept confidential unless you instruct us to disclose information or except in the circumstances set out below.

Our duty of confidentiality to you is subject to any disclosures we are required to make in good faith to the police, governmental, regulatory, or supervisory authorities in relation to any statutory or regulatory obligations. We are required, without your knowledge or consent, to report any awareness or suspicion of money laundering in relation to the proceeds of any crime. We can also be ordered by

the Government Agencies to disclose information and answer questions about your private affairs, again without your knowledge and consent.

Occasionally, our files may need to be examined by our insurers, external auditors (for quality purposes) or external advisers (who assist the firm in maintaining quality and risk). Our files may need to be assessed for quality purposes by the SRA, and, if the matter is publicly funded, the Legal Aid Agency. These external firms or organisations are required to maintain confidentiality in relation to your files. Your file may be one of a sample which is to be assessed. Therefore, we request consent for your file to be reviewed by an assessor (please note that any external firms or organisations are required to maintain confidentiality in relation to your files). As most of our clients do not object to this, we would ordinarily propose to presume to have your consent unless you notify us in writing to the contrary.

10. Conflict

An actual or potential conflict between your interests and the interests of another client of the firm may arise during a matter. If this situation arises during our dealings with you, we will discuss the position with you and determine the appropriate course of action.

11. Equality & Diversity

Lotus Horizon is committed to the principles of equality and diversity in relation to its employees, directors, clients and third parties. As such we expect everyone to behave towards each other in a professional working relationship and to not cause offence. We will not tolerate discrimination on the grounds of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex, or sexual orientation. We have an Equality and Diversity policy, which you can have access to on request. Should you believe you have been discriminated against by anyone in the firm then you can ask for the matter to be investigated by the Complaints Partner and the complaints procedure will be invoked. If you remain dissatisfied with the outcome you can contact the Legal services ombudsman.

12. General Data Protection Regulation

Ms Kirsty Richards is the firm's Data Protection Officer (DPO) responsible for ensuring your personal information is processed in accordance with data protection requirements.

The GDPR sets out the rights applicable to data subjects which can be found in our detailed Data Protection Policy, and we explain them below:

- We will keep you informed when we collect your personal data and advise for what purpose it is being used.

- You have the right to access any of your personal data we hold by making a Subject Access Request (SAR).
- You have the right to request us to rectify any inaccurate or incomplete personal data, and we will rectify it within one month.
- You have the right to request us to erase your personal data, (also known as the 'right to be forgotten').
- You can advise our practice to cease processing your personal data.
- You have the right to receive a copy of the personal data we hold to use it for other purposes if you so wish, within one month.
- You have the right to object to our practice processing your personal data based on legitimate interests.
- You have rights with respect to automated decision-making and profiling, such as during the use of advanced case management software, when you can request human intervention or express your own point of view subject to the GDPR.

Our use of that information is subject to your instructions, the General Data Protection Regulations introduced in May 2018 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.

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 us in writing.

To ensure continued compliance under the GDPR our firm operates a policy with a director of the firm responsible for the implementation and any subsequent breaches under Data Protection Rules generally.

13. Privacy Notice

On request we can provide a copy of our firm's privacy notice which sets out the standard you can expect from Lotus Horizon when we hold your personal data, outlining the purpose of processing and the lawful basis for that process, outlining who that information may be shared with, the retention period of the information collected and your right to request access to your personal information, the above policy and rules are in place so as to ensure our firm continue to comply with Data Protection Rules.

14. Money Laundering

Notification

Solicitors who deal with money and property on behalf of their client can be used by criminals wanting to launder money.

Under the provisions of our statutory obligations (about our obligations under the Money Laundering Regulations

2007), we are under a strict duty to report any circumstances where we know or suspect that a client or matter is involved in money laundering or terrorist financing, to the Serious Organised Crime Agency. Under these circumstances, we may be precluded from informing you of the disclosure or seeking your consent. If we make a disclosure, we may also have to stop working on your matter for a period and may not be able to tell you why. We cannot accept money on behalf of clients unless it is for the payment of legal fees for work carried out. We cannot accept more than £1,000 in cash.

Identification

In view of the above, the law requires Solicitors to get satisfactory evidence of the identity of their clients and sometimes people related to them. We may also be required to carry out background checks on our clients and to make detailed enquiries as to the source of funds being used in relation to transactions on which we are instructed to advise.

Depending on the type of transaction and/or whether it falls into a regulated sector, we may ask you to provide us with proof of your identity. We may delay, decline, or cease to act for you if we have requested to see proof of your identity, but there has been an unreasonable delay in providing it.

We are required to retain records of the identification obtained.

If because of meeting our statutory obligations, or executing our internal procedures put in place to meet those obligations in good faith, we cause you loss, damage or delay, our liability to you will not exceed the minimum level of Professional Indemnity insurance cover as specified by the Solicitors' Indemnity Insurance Rules.

15. E-mail Communications

If you have the necessary facilities, we may choose to use Email for communication with you unless you tell us not to.

There are some specific points of which you should be aware:

(i)
Communications over the Internet are not completely secure. You will have to guide us as to what should or should not be sent over the Internet.

(ii)
Viruses or other harmful devices may be spread over the Internet. We take reasonable precautions to prevent these problems by use of a firewall and virus checking software.

If we are to communicate by E-mail, it is on the basis that you will do likewise.

16. Termination

Termination by you

You may withdraw your instructions at any time by written notice to us.

We will be entitled to keep all your papers and documents whilst there is money owing to us for our fees and expenses.

Termination by us

In some circumstances, we may consider that we ought to cease acting for you. We will only decline to act further for you where we have reasonable grounds to do so (for example: failure by you to settle invoices in full on the due date or to make payments in advance when so requested; failure by you to give clear and proper instructions on how we are to proceed; if by continuing to act we would be in breach of the law or rules of professional conduct). If we do cease to act for you then we will confirm in writing the reasons why and give you reasonable notice.

17. Storage of files

At the end of the matter, we will be entitled to keep all your papers and documents while there is still money owed to us for fees and expenses.

We will keep our file of your papers for up to 6 years, except those papers that you ask to be returned to you. We keep files on the understanding that we can destroy them 6 years after the date of the final bill. We will not destroy documents you ask us to deposit in safe custody.

If we retrieve papers or documents from storage in relation to continuing or renewing instructions to act for you, we will not normally charge for such retrieval. However, we may make a charge based on time spent producing stored papers or documents to you or another or making copies of any documents at your request. We may also charge for reading correspondence or other work necessary to comply with the instructions given by you, or on your behalf. Our charges would be based on our hourly rate applicable at the given time and we would always discuss this with you beforehand.

18. Enforcement

If any of these terms and conditions is held to be invalid, the remainder of the terms and conditions will remain in full force and effect.

19. Governing law

These terms and conditions shall be governed by, and construed in accordance with, the law of England & Wales.

The Courts of England & Wales shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning this agreement and any matter arising from it.

20. Future instructions

Unless otherwise agreed, and subject to the application of the current hourly rates, these Terms and Conditions of Business shall apply to any future instructions given by you to us.

Although your continuing instructions in this matter will amount to an acceptance of these terms and conditions of business, it will be helpful if you will please sign and return one copy of them for us to retain on our file.

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As this is an important document, please keep your copy in a safe place for future reference.

I have read, understood, and accept the terms and conditions of business set out above.

Signed

Date