

Client Care Guide

Incorporating Terms and Conditions of Business
Effective from 1st April 2024

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1 Introduction

This Client Care Guide and the accompanying letter of engagement set out our service standards and the terms of business on which we agree to act for you. If you have any questions about any of the information contained herein, please contact the person dealing with your case. By continuing to instruct this firm we shall be entitled to assume you have agreed to the terms and conditions set out here. For the purpose of these terms, "we" "our" "us" or "the firm" refers to Grahame Stowe Bateson LLP. Unless otherwise agreed, and subject to the application of then current hourly rates, these terms and conditions of business shall apply to any future instructions given by you to the firm.

Your contract is with Grahame Stowe Bateson LLP. There is no contract between you and any Partner, Member, employee or consultant of the firm. Any advice given to you (or other work done for you) by a Partner, Member, employee or consultant of the firm is given (or done) by that person on behalf of the firm and not in his or her individual capacity and no such person assumes any personal responsibility to you for the advice or other work.

2 About Grahame Stowe Bateson LLP

Grahame Stowe Bateson LLP, trading as 'Grahame Stowe Bateson' and 'GSB', is a Limited Liability Partnership registered in England and Wales under number OC448194. Our registered office is Portland House, 7 Portland Street, Leeds LS1 3DR.

We use the term 'Partner' to refer to a Member or employee of Grahame Stowe Bateson LLP who is a

lawyer with equivalent standing and qualifications. A list of Members is available for inspection at our registered office. We are authorised and regulated by the Solicitors Regulation Authority (SRA) under SRA number 8006874. The SRA Standards and Regulations set out the regulatory framework imposed on regulated law firms. Further information about the relevant Codes of Conduct are included on the SRA website www.sra.org.uk.

In accordance with the Provision of Service Regulations 2009 details of our Professional Indemnity Insurance are available by contacting our registered office above. Our VAT number is 343 1828 65.

3 Service Standards

We aim to offer our clients quality legal advice with a personal service at a fair cost. As a start, we hope it is helpful to you to set out in this statement the basis on which we will provide our professional services. The firm sets the following standards:

- We will regularly update you with progress on your matter
- We will communicate with you in plain language
- We will explain to you the legal work required as your matter progresses
- We will update you on the cost of your matter, as appropriate
- We will update you on whether the likely outcomes still justify the likely costs and risks associated with your matter whenever there is a material change in circumstances
- We will update you on the likely timescales for each stage of this matter and any important changes in those estimates
- We will continue to review whether there are alternative methods by which your matter can be funded

In return, we request that our clients assume the following responsibilities:

- To provide clear instructions
- To notify us of any important time limits
- To respond to communications from us promptly and to attend arranged appointments
- To notify contact details, change of address, telephone numbers etc. promptly
- To discharge payments requested from you promptly
- Help us plan our working day. Unless it is urgent, write to us rather than telephone and make an appointment if you want to see someone.

4 Hours of business

The normal hours of opening at our offices are between 9.00am and 5.00pm on weekdays. Messages can be left via voicemail outside those hours and appointments can be arranged at other times when this is essential.

5 People responsible for your work

The person responsible for dealing with your work and the person responsible for the overall supervision of the matter will be set out in the engagement letter. We will try to avoid changing the people who handle your work but if this cannot be avoided, we will tell you promptly of any change and why it may be necessary.

6 Charges and expenses

The fee structure applied to our work is dependent on the nature of the matter and will be calculated on either an hourly rate basis or a fixed fee arrangement.

If we have agreed a fixed fee for work on your case, the arrangements will be set out in the engagement letter. Provided we are not requested to do any more work than when that fixed fee was agreed, we will not make any additional charge. However, we reserve the right to make an additional charge in the event that the matter becomes more complex or lengthier than originally estimated. This would entail either increasing our fee estimate or charging at an hourly rate for the additional work involved. In the latter case we would try and give you our best estimate of the likely additional cost or, where this is not possible, we would obtain your authority to carry out work to an agreed fee limit.

On matters funded on an hourly rate basis, our charges are calculated by reference to the time spent by the solicitors and other staff in dealing with your case. This may include meetings with you and perhaps others; reading, preparing and working on papers; making and receiving telephone calls, e-mails, faxes and text messages; preparation of any detailed costs estimates, schedules and bills; attending at court; and time necessarily spent travelling away from the office. From time to time we may arrange for some of this work to be carried out by persons not directly employed by us; such work will be charged to you at the hourly rate which would be charged if we had done the work ourselves.

Routine letters, e-mails and texts that we send and routine telephone calls that we make and receive will be charged as units of one-tenth of an hour. Routine letters, e-mails and texts received are charged as units of one-twentieth of an hour. Other letters, e-mails and calls will be charged on a time spent basis. The current hourly rates applicable to your case will be set out in the accompanying letter. We will add VAT to these at the rate that applies when the work is done. At present, VAT is 20%.

Large quantities of photocopying are charged at 15 pence per sheet. Smaller quantities of photocopying (under 20 pages) are incorporated in the above hourly rate.

These hourly rates have to be reviewed periodically to reflect increases in overhead costs and inflation. Normally the rates are reviewed with effect from 1st April each year. If a review is carried out before this matter has been concluded, we will inform you of any variation in the rate before it takes effect.

In addition to the time spent, we may take into account a number of factors including any need to carry out work outside our normal office hours, the complexity of the issues, the speed at which action has to be taken, any particular specialist expertise which the case may demand. An increase in the rates may be applied to reflect such factors.

We may have to pay out various other expenses on behalf of clients ranging from court fees, experts' fees, barrister's fees and so on. We have no obligation to make such payments unless you have provided us with the funds for that purpose. VAT is payable on certain

expenses. We refer to such payments generally as 'disbursements'. There may be certain other expenses, including payments we make on your behalf, such as court fees, fees for medical reports and barrister's fees and travelling expenses which you will have to pay. VAT is payable on certain expenses.

We will inform you if any unforeseen additional work becomes necessary (for example, due to unexpected difficulties or if your requirements or the circumstances significantly change during the course of the matter). We will also inform you of its estimated cost in writing before any extra charges and expenses are incurred.

You may set a limit on the charges and expenses to be incurred. You must confirm this in writing. This means that you must pay those incurred up to the agreed limit without our needing to refer back to you. We will inform you as soon as it appears that the limit may be exceeded and will not exceed the limit without first obtaining your consent.

7 Payment arrangements

It is normal practice to ask clients to pay sums of money from time to time on account of the charges and expenses which are expected in the following weeks or months. This helps to avoid the delay in the progress of their case. Money which you have paid to us to be held in your client account on account of your legal costs will be used to reduce the balance owing on an interim bill or to pay disbursements. We may request further payments on account for charges and expenses to be incurred as the matter progresses. When we put these payments towards your bill/s, we will send you a receipted bill. We will offset any such payments against your final bill which will be issued on completion of the work. It is important that you understand that the total charges and expenses may be greater than any advance payments.

The common law entitles us to retain any money, papers or other property belonging to you which properly come into our possession pending payment of our costs, whether or not the property is acquired in connection with the matter for which the costs were incurred. This is known as a "general lien". We are not entitled to sell property held under a lien but we are entitled to hold property, other than money, even if the value of it greatly exceeds the amount due to us in respect of costs.

We do not accept payments in cash in excess of £250. 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.

Payment of our bills may be made by cheque, credit card or debit card issued by a UK High Street bank, or bank transfer. Please note, we are only able to accept payments by credit or debit card up to a limit of £2,000.00. Any payments in excess of this will only be permitted via electronic bank transfer. Monies due to you from us will be paid by cheque or bank transfer, but not in cash, and will not be made payable to a third party.

Payment is due to us within 28 days of our sending you a bill. If payment is not made within the time we have requested, we reserve the right to cease to act on your behalf, suspend work on that matter and any other matter

and retain all documents, working papers and other documents in our possession relating to any matter until all outstanding bills are paid in full including interest and any costs incurred in pursuing the recovery. Interest on outstanding bills may be charged after a period of 28 days from the date of the bill at the rate of 8% per annum.

You have the right to complain about any bill rendered to you and any such complaint will be dealt with in accordance with the firm's complaints procedure (see section 21 below).

8 Other parties' costs

It is important that you understand that you will be responsible for paying our bill/s, whatever the outcome of your case. We have discussed with you whether your charges and expenses might be paid by another person. Even if you are successful, the other party may not be ordered to pay all your charges and expenses or these may not be recovered from them in full; if this happens, you will have to pay the balance of our charges and expenses at the full rate and expenses. If the other party is in receipt of legal aid, you may not get back any of your charges and expenses, even if you win the case. It is therefore unlikely that any costs will be recovered.

If you are successful and the court orders the other party to pay some or all of your charges and expenses, interest can be claimed on them from the other party from the date of the court order. We will account to you for such interest to the extent that you have paid our charges or expenses on account, but we are entitled to the rest of that interest. You will also be responsible for paying the charges and expenses of seeking to recover any charges and expenses that the court order the other party to pay.

In some circumstances, the court may order you to pay the other party's legal charges and expenses; for example, if you lose the case. The money would be payable in addition to our charges and expenses. We should point out to you that in criminal matters, in the event of you being convicted, the Crown Prosecution Service may seek an order for costs against you.

9 Client accounts and interest

Any money received on your behalf will be held in our client account. The firm pays interest on client account balances in accordance with the Solicitors Regulation Authority (SRA) Accounts Rules.

Interest will be calculated and paid to you at the rate payable by Virgin Money Bank general client accounts. The period for which interest will be paid will normally run from the date(s) on which funds are received by us until the date(s) of issue of any payment(s) from our Client Account. Please note that interest will only be paid if funds have been held in our client account for a minimum period of 7 days and if the interest accrued is over £100.00.

If we do hold any of your money at any point we will take good care of it and we only bank with UK banks. We are unlikely however to be liable to repay money lost through a banking failure. If we do hold any of your money it will be held with Virgin Money and that money will have the same protection (up to £85,000) under the Financial Services Compensation Scheme (FSCS) as if you held the money in that bank personally. If you hold other

personal monies in that same bank you should note that the limit of £85,000 remains the same in total. You also need to be aware that some deposit taking institutions/banks have several brands, i.e. where the same institution is trading under different names. You should check either with your bank, the Financial Conduct Authority or a financial adviser for more information. If we do have to make a claim under the FSCS in respect of your money we will, subject to your consent, need give certain information to the FSCS about you to help them identify you and any amount to which you would be entitled within our client account. Further details are available at www.fscs.org.uk.

10 Cybercrime

Cybercrime and email-related fraud is a major threat. You should be alert to the possibility that a fraudster might deliberately misrepresent himself or herself as a member of, or as someone acting on behalf of Grahame Stowe Bateson LLP for criminal purposes. Such scams normally originate by email. Often the email will suggest there has been a change in bank details or request personal or financial information in order that money can be paid to them.

Please note, we will not be changing our bank details during the course of acting for you. Furthermore, we will never notify you of our bank details by email. If you receive an email or any other communication asking you to pay money into an account other than our client bank account, the details of which will have already been notified to you, please contact immediately the person dealing with your matter and in no circumstances action the request. Prior to transferring funds to our account, we recommend you contact us to verify our account details. Please be aware that we will not accept responsibility if you transfer money to an incorrect bank account.

If we receive any communication from you informing us of a change to your account details or instructions for payment, we will not make any payment until such time as we have been able to confirm those instructions directly with you. If you do change your bank details whilst we are acting for you please notify us in person or by telephone (not by email) as soon as possible to ensure that this does not result in any delay as we will need to verify the change directly with you to ensure that they are not from a fraudulent source.

11 Storage of case papers and electronic media

After completing the work, 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 your file of papers in storage for not less than six years except those papers that you ask to be returned to you. This also applies to documents stored electronically. After that, storage is on the clear understanding that we have the right to destroy your file after such period as we consider reasonable without further reference to you. We will not destroy the documents you ask us to deposit in safe custody. No charge will be made to you for such storage unless prior notice in writing is given to you of a charge to be made from a future date which may be specified in that notice.

If we retrieve papers or documents from storage in relation to continuing or new instructions to act in connection with your affairs, we will not normally charge for such retrieval. However, we may make a charge based on time spent at our lowest charge out rate for producing stored papers or documents to you or another at your request. We will also charge for reading, correspondence or other work necessary to comply with the instructions given by you or on your behalf. The charge will be calculated at the rates applicable at the time you give us further instructions.

12 Financial services and insurance contracts

We are not authorised by the Financial Conduct Authority (FCA). If, while we are acting for you, you need advice on investments, we may have to refer you to someone who is authorised to give that advice. We are, however, included on the register maintained by the FCA so that we can carry on insurance distribution activity, which is broadly the advising on, selling and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the Solicitors Regulation Authority (SRA). The register can be accessed via the FCA website at www.fca.org.uk/firms/financial-services-register.

13 Termination

You may terminate your instructions to us in writing at any time, but we will still be entitled to keep all your papers and documents while there is money owing to us for our charges and expenses. If at any stage you do not wish us to continue doing work and/or incurring charges and expenses on your behalf, you must tell us this clearly in writing. We may only decide to stop acting for you if we have good reason, for example, if you do not pay an interim bill, fail to provide us with instructions or if a conflict of interest arises. We will tell you the reason and give you notice in writing.

If, for any reason, this matter does not proceed to completion, we will be entitled to charge you for any work done and expenses incurred. If your case is funded under an hourly rates arrangement then these costs will be calculated based on the time spent plus expenses incurred up to the date of termination. On fixed fee arrangements, we will break the transaction down into stages and apportion the estimated fee for each stage. You will also be responsible for reimbursing any expenses incurred by us that were not included within the fixed price agreed.

Under the Consumer Contracts Regulations 2013, you have the right to cancel this contract within 14 days without giving any reason. This only applies where contracts are agreed away from our premises or where we are not both physically present. To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or e-mail). To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired. If you cancel this contract, we will reimburse to you any payments received from you.

14 Acting for your lender

Please note that if we are also acting for your lender in a Conveyancing transaction, we have a duty to make full disclosure to the lender of all relevant facts relating to you, your purchase and mortgage. This will include disclosure of any discrepancies between the mortgage and application and information provided to us during the transaction and any cashback payments or discount schemes which a seller is providing you. If a conflict arises between our duties to you and our duties to the lender, we must cease to act for you.

15 Tax advice

Any work that we do for you may involve tax implications or necessitate the consideration of tax planning strategies. We are not qualified to advise you on the tax implications of a transaction that you instruct us to carry out, or the likelihood of them arising. If you have any concerns in this respect, then you are advised to refer to a suitably qualified adviser.

16 Data protection/UK GDPR

We use the information you provide 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 and legal/regulatory compliance. Our use of that information is subject to your instructions, data protection law and our duty of confidentiality.

Please note that our work for you may require us to pass on such information to third parties such as expert witnesses and other professional advisers, including sometimes advisers appointed by another party to your matter. We may also give such information to others who perform services for us, such as typing or photocopying. Our practice may be audited or checked by our accountants or our regulator, or by other organisations. We do not normally copy such information to anyone outside the European Economic Area, however, we may do so when the particular circumstances of your matter so require. All such third parties are required to maintain confidentiality in relation to your files.

You have a right of access under data protection law to the personal data that we hold about you. We seek to keep that personal data correct and up to date. You should let us know if you believe the information we hold about you needs to be corrected or updated. The person at the firm with overall responsibility for data protection compliance is the Data Protection Partner, Richard Walters, email walters@qsbsolicitors.com. The firm is registered with the Information Commissioner. Further information regarding data protection and privacy is available from the Information Commissioner's Office www.ico.org.uk.

Under the General Data Protection Regulation (UK GDPR) you, as a data subject, have a number of rights. These include the right to be informed, the right of access, the right to rectification, the right to erasure, the right to restrict processing, the right to data portability and the right to object. Further information about these rights is set out on the ICO website referred to above and in our privacy policy at www.grahame-stowe-bateson.co.uk.

We may receive personal data from you for the purposes of our money laundering checks, such as a copy of your passport. These will be processed only for the purposes of preventing money laundering and terrorist financing, or as otherwise permitted by law or with your express consent. You consent to us retaining such data for longer than the five-year statutory period, unless you tell us otherwise.

If you send us personal data about anyone other than yourself you will ensure you have any appropriate consents and notices in place to enable you to transfer that personal data to us and so that we may use it for the purposes for which you provide it to us.

17 Equality and diversity

We are committed to promoting equality and diversity in all our dealings with clients, third parties and employees. Please contact us if you would like a copy of our Equality and Diversity Policy.

18 Communications

We shall communicate with you in the most effective way, as agreed between us. You should be aware that the use of e-mail is not secure for confidential matters. We take every precaution to ensure that e-mail is virus free but we cannot guarantee this. If you require correspondence to be addressed to a particular person or marked private and confidential then you must tell us.

19 Identity, disclosure and confidentiality

The law requires solicitors to get satisfactory evidence of the identity of their clients and, sometimes, people related to them. This is because solicitors who deal with money and property on behalf of their client can be used by criminals wanting to launder money. To comply with the law, we may need to get evidence of your identity as soon as possible. If you cannot provide us with the specific identification requested, please contact us as soon as possible to discuss other ways to verify your identity.

We set out below the forms of identification that are acceptable. These items will, of course, be returned immediately by way of recorded post for your security.

One item to be produced from each list:

List A

1. A current valid full Passport.
2. A signed Employer's ID card bearing a photograph.
3. An Armed Forces Identity Card
4. A full UK Driving Licence.

List B (items must show the Applicant's name and address)

1. Bank Statement no more than 3 months old
2. Credit Card Statement no more than 3 months old
3. Utility Bill no more than 3 months old (not a mobile phone bill)
4. National Insurance Card
5. Paid Council Tax bill
6. Government Benefits Book
7. DVLA Vehicle Tax Disc reminder

We are entitled to refuse to act for you if you fail to supply appropriate proof of identity for yourself or for any principal whom you may represent. We may arrange to

carry out an electronic verification of your identity if we consider that a saving of time and cost will be achieved by doing so.

Solicitors are under a professional and legal obligation to keep the affairs of the client confidential. This obligation, however, is subject to a statutory exception: legislation on money laundering and terrorist financing has placed solicitors under a legal duty in certain circumstances to disclose information to the National Crime Agency (NCA). Where a solicitor knows or suspects that a transaction on behalf of a client involves money laundering, the solicitor may be required to make a disclosure. If, while we are acting for you, it becomes necessary to make such a disclosure, we may not be able to inform you that it has been made, or of the reasons for it, because the law prohibits 'tipping-off'. Where the law permits us, we will tell you about any potential money laundering problem and explain what action we may need to take.

External firms or organisations may conduct audit or quality checks on our practice. These external firms or organisations are required to maintain confidentiality in relation to your files. We may need to disclose your information to third parties (such as barristers, accountants or government agencies) to enable us to handle your affairs. We may also need to permit third parties (such as our auditors and the Solicitors Regulation Authority) to have access to your information for administrative or regulatory purposes. We may also outsource work. This might be for example costings, research and preparation to assist with your matter. Information from your file may therefore be made available in such circumstances. We will always aim to obtain a confidentiality agreement with the third party. We will not otherwise disclose your information to any third party unless permitted or required to do so by law. If you do not want your file to be outsourced please tell us as soon as possible.

20 Limits on our liability

Our liability to you for a breach of your instructions shall be limited to £3,000,000.00, unless we expressly state a higher amount in the engagement letter accompanying this Guide. We will not be liable for any consequential, special, indirect or exemplary damages, costs or losses, or any damages, costs or losses attributable to lost profits or opportunities. We can only limit our liability to the extent the law allows. In particular, we cannot limit our liability for death or personal injury caused by our negligence.

21 Client care and complaints

Always tell us if you are not receiving the service that you hoped for. We must trust and understand each other. We want to know if you are dissatisfied. We can try to put it right. Mention it first to the person looking after your matter. If you are still unhappy after that, then please contact the Supervising Partner by post, telephone or email (contact details are provided on our letterhead or website www.grahame-stowe-bateson.co.uk) explaining what action you want us to take. The Supervising Partner will then deal with the matter in accordance with the firm's complaints procedure, a copy of which is

available to you upon request in addition to being on our website.

We have eight weeks to consider your complaint. If we have not resolved it within this time, or if you are not happy with our handling of your complaint, then you can have the complaint independently looked at by the Legal Ombudsman who is responsible for investigating complaints about service issues with law firms.

The Legal Ombudsman expects complaints to be made to them within one year of the date of the act or omission about which you are concerned, or within one year of you realising there was a concern. You must also refer your concerns to the Legal Ombudsman within six months of our final response to you. Contact details for the Legal Ombudsman are as follows:

Address: PO Box 6167, Slough SL1 0EH

Telephone: 0300 555 0333

Website: www.legalombudsman.org.uk

The above procedure also applies to complaints about invoices. You may have a right to complain about or challenge your bill by applying for an assessment of the bill under Part III of the Solicitors Act 1974. The Legal Ombudsman may not consider a complaint about a bill, if you have applied to the court for assessment of that bill.

The Solicitors Regulation Authority (SRA) can help you if you are concerned about a solicitor's behaviour. This could be for things like dishonesty, taking or losing your money or treating you unfairly because of your age, a disability or other characteristic. Further information is available at: www.sra.org.uk/consumers/problems/report-solicitor.

22 Provision of instructions/joint instructions

Unless we are acting for you personally you should tell us, at the outset of a matter, who is properly authorised to provide us with instructions. For the avoidance of doubt, we are not under any obligation to accept instructions from parties whom have not been authorised by you.

If we are instructed by more than one person or more than one representative of a company or other body, which is our client, we are entitled to act on the instructions of any one of such persons and to correspond with any of such persons unless otherwise agreed.

In this situation there will be no rights of confidentiality between such persons or representatives so that all information and documents can be shared with any one of you. If there is a difference of opinion on your instructions you may need to be separately represented and if a conflict of interest arises between you or your representatives, we may have to cease acting for both or all such persons or companies.

Where our engagement letter is addressed to more than one person, or where we have agreed with the addressee of our engagement letter to act for another person as well, each of you shall be jointly and severally liable for our fees and disbursements and other costs, so that each of you is jointly responsible for ensuring that

our bill is paid, and we can pursue all or any one of you for the whole amount that is due to us. This shall be the case regardless of any agreement you may have entered into with anyone else regarding the payment of our fees, disbursements, and other costs.

23 Applicable law

Our relationship with you will be governed by English law and will be subject to the exclusive jurisdiction of the courts of England and Wales. However, we may bring legal proceedings in any other jurisdiction, including the jurisdiction where you are domiciled or based, to recover fees or other sums payable to us.