



Terms and Conditions

Cripps LLP

Cripps LLP (SRA ID 420623) is a limited liability partnership registered in England and Wales (number OC311169). Its registered office address is: Number 22, Mount Ephraim, Tunbridge Wells, Kent TN4 8AS.

Authorised and regulated by the Solicitors Regulation Authority. We use the term 'partner' to refer to a member of the LLP or an employee or consultant who is a solicitor with equivalent standing. A list of the partners and their standing is available on our website or on request.

Our Terms and Conditions

Our Terms and Conditions apply to all work that we do for you, except to the extent that we inform you that other terms apply. They are reviewed periodically and we will inform you in writing of any material changes. A copy of the up to date version can always be found on our website **www.cripps.co.uk**.

Our Terms and Conditions should be read in conjunction with any Client Agreement we send to you. If there is any conflict between these documents, the terms of the Client Agreement will have priority. These documents, together with any other terms expressly agreed between us, will constitute the entire agreement and understanding between us (and which we refer to below as 'our agreement').

Our agreement will also apply to any future work you ask us to do unless you and we agree that other terms will apply to such future work. Your new or continuing instructions in respect of such work will amount to confirmation of your agreement to this provision.

Our relationship with you

Our agreement and our relationship is with the person or persons identified as our client in the Client Agreement, or who we have otherwise agreed to accept as our client, and we will owe a duty of care only to our client. All references in these Terms and Conditions to 'you' or 'your' should be read as referring to our client. No other person or organisation may rely on our advice without our prior written agreement and nothing will entitle any other person or organisation to rely on or enforce any term of our agreement, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise except as provided below. We are not responsible for matters that are outside the scope of the work agreed, or that would not normally be considered part of a solicitor's duty in relation to that work. Unless otherwise agreed, we only advise on English law.

Your agreement and your relationship, is solely with Cripps, which has sole legal liability for the work done for you by any individual working at Cripps and all aspects of our service to you. No such individual, whether working as a member of the LLP, partner, consultant, employee or otherwise, assumes or will assume personal liability for work done for you or for any acts or omissions in connection with such work. To the extent permitted by law, no such individual will

have any personal liability (except for fraud), even if that individual signs any letter or other document in his or her own name in the course of carrying out that work. You and we agree that this provision is for the benefit of, and is to be enforceable by, all and any such individuals under the Contracts (Rights of Third Parties) Act 1999.

Your instructions

If you are an organisation we will be entitled to assume that any individual giving instructions is authorised to do so by you. If you are more than one person we will be entitled to assume that instructions given by any one person are authorised by the other or others.

Ending our relationship

You may ask us to stop acting for you at any time by informing us in writing. We may stop acting for you on reasonable grounds and in that case we will give you reasonable notice where appropriate. You must still pay for any work we have done before we stop acting for you, and reimburse any expenses we have incurred on your behalf. The provisions of our agreement will continue to apply following termination.

Confidentiality

You agree that we may disclose information to appropriate third parties where this is required by law or we consider it appropriate in connection with any matter on which we are acting for you or have acted for you in the past. This includes our insurers, professional regulators, bankers and professional or financial auditors. You also agree to such disclosure to third parties with whom we have arrangements to support the services we provide to our clients. We will take all reasonable steps to maintain the confidentiality of such information.

Publicity

We both agree not to publicise any information about our relationship and our work for you without the other's consent, unless the information is already in the public domain.

Email and other electronic communications

Cripps maintains normal levels of security for electronic communications but you agree to accept the risk that the security of such communications cannot be guaranteed. You should ensure that your own computer devices have an appropriate level of security, particularly if you are relying on email to send or receive bank details where transfers of funds are involved. We do not accept responsibility for the consequences of your own security failures.

Anti-money laundering

To comply with the law concerning anti-money laundering, proceeds of crime and terrorist funding we conduct initial and ongoing due diligence on all our clients. This includes verifying identity and establishing the beneficial ownership of business organisations and trusts. We may be required to report to the relevant authorities, and without telling you, any activity that we suspect may involve a breach of the law. We may also not be permitted to take any further action on your behalf pending consent from the authorities. We do not accept any liability for any loss you may incur directly or indirectly from our compliance with our legal obligations, including anything we do which we believe to form part of our legal obligations.

Data protection

Where we use personal data in providing our services, we will do so in compliance with applicable data protection law. You must make sure that where you use personal data we provide to you, or where you provide personal data to us, you do so in compliance with applicable data protection law. Our Privacy Notice (available as updated from time to time on our website) sets out how we use personal data, including personal data relating to our clients.

Cost

Our aim is to be entirely open with you about the cost of our work for you. The basis on which we will charge for our work for you will usually be set out in the Client Agreement. We review all our fees and additional charges annually and we will inform you when they change. If we do any work at your request which is not covered by a Client Agreement our fees will be calculated on a time spent basis for those carrying out the work. We will provide these details on request.

Additional charges and expenses

Routine office overheads are included in our fees but we reserve the right to make an additional charge if photocopying, scanning, document creation, printing, binding and delivery costs or other similar costs are involved in your matter. We also make a charge for money transfers, such as CHAPS, made on your behalf. We can provide information about such charges on request.

You are also responsible for reimbursing all expenses we incur on your behalf. Examples of these include court fees, barristers' and experts' fees, the cost of official searches and registration fees.

If we need to travel in connection with your work we will charge you the actual cost to ourselves, apart from travel by car where a standard mileage charge applies. Hotel accommodation, if required, will be of a suitable business standard.

VAT

VAT is payable on fees, additional charges and expenses at the applicable rate.

Responsibility for payment

If any or all of our fees, additional charges or expenses are to be paid by a third party on your behalf, you will nevertheless be responsible for paying them if the third party fails to do so. If you jointly instruct us with another or others you are each jointly and severally liable to pay such costs.

Money on account

We may at any stage ask you to pay us money on account of our fees, additional charges or expenses and if you do not make the payment when requested we may stop working for you. A request for money on account should not be taken as an estimate of the likely total fees, additional charges or expenses.

Receipt and transfers of money

We cannot accept money from you until our client identity checks have been completed. We cannot transfer money on your behalf until the money has been received by us in cleared funds and we do not accept any liability for any loss you may incur directly or indirectly as a result of delays within the banking system.

We will not accept cash payments of more than £1,000 in respect of any individual matter.

Money we hold for you

Our main client account is held with Coutts & Co, but we also hold accounts with other banks from time to time and we will provide details on request. If any such bank fails, that bank will be liable to you for any money that we are holding on your behalf and we do not accept any liability for any loss that you may incur directly or indirectly as a result of any such bank failure.

An amount in lieu of interest will be credited on your money held in our client account where the amount calculated is over £45. The interest rate used will be comparable with that payable if the money was placed on deposit on similar terms by a business.

Invoices

Unless we have agreed a particular invoicing arrangement with you our usual practice is to send invoices on a monthly basis, then a further invoice when the work has been or is about to be completed. All invoices are final invoices in respect of our fees for the period covered by the invoice. Our preferred method of payment is by bank transfer.

All invoices must be paid in full, even when we hold money on account, unless we agree otherwise. If any invoice becomes overdue we reserve the right to apply the money held on account (or any other money which we hold on your behalf) towards any outstanding invoice and not to undertake any further work until all invoices are paid and the money on account is restored.

Overdue invoices

Invoices must be paid within 14 days. We may charge interest on any amount outstanding after that time, calculated on a daily basis at the official rate payable on judgment debts (which is currently 8%) and we may seek reimbursement of any costs we incur in collecting the overdue amount. Alternatively, we reserve the right to claim interest and compensation under the Late Payment of Commercial Debts (Interest) Act 1998, where that Act applies. We reserve the right to do no further work for you until we are paid in full, or we may choose not to do any further work for you at all.

Invoice queries

If you have a query on an invoice, please discuss it as soon as possible with your relationship manager. If you are not satisfied, please follow the procedure outlined under 'Complaints' below.

Papers and documents

We will retain your wills, deeds and other important documents in secure storage for as long as you want us to. We keep other papers for a period depending on the nature of the matter and then destroy them. We will provide details of our policy for file destruction on request.

We do not normally charge for holding wills and trust deeds but we will charge £30 for returning them to you if you are no longer instructing us. We make a single charge of £30 for storage of other documents. The urgent return of any documents or papers stored with us will be charged at £45.

We are entitled to keep all of your documents and papers while there is any money owing to us.

Copyright

Cripps owns the copyright in any work we create. This copyright will not be transferred to you but you have our licence to use our work for the purposes for which it was created. We have the right to be identified as the author of the work and to object to any misuse of it. We may wish to store any counsel's opinion or other document created in the course of our work for you in our know how system and we will be entitled to assume that you agree to this unless you have told us in writing that you object. If we store any documents in this way we will ensure the system is secure, confidentiality is maintained and that any identifying references are removed.

Professional regulation

Cripps is authorised and regulated by the Solicitors Regulation Authority.

We are not authorised by the Financial Conduct Authority ('FCA'). However, we are 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. The register can be accessed via the FCA website at www.fca.org.uk/register.

Complaints

If you are unhappy about any aspect of our service please contact your relationship manager (you will find their name in your client agreement). We will try to resolve the matter promptly with you in accordance with our complaints handling procedure. We will provide a copy of this on request.

If for any reason we are unable to resolve any problem between us within eight weeks you may then be entitled to complain to the Legal Ombudsman, at PO Box 6167, Slough SL1 0EH or by email to enquiries@legalombudsman.org.uk or by telephone on +44 (0)300 555 0333.

You will need to refer a complaint to the Legal Ombudsman within six months from the date of our final response in relation to your complaint. In any event this should be no later than one year from the date of the act or omission being complained about or within one year from the date when you should reasonably have known there was cause for complaint.

See www.legalombudsman.org.uk for further information. If your complaint concerns an invoice you may also apply to the court for an assessment under Part III of the Solicitors Act 1974.

Our liability

Please note the following important provisions which include limiting our liability to you to £10 million.

The term 'mistake' in the following provisions includes, but is not limited to, negligence, breach of contract, breach of trust or breach of any other duty to you. Reference to 'liability' in the following provisions is to any liability that we are found by a court to have or agree that we have.

You agree that our liability to you for any mistake is limited in the following respects:

- our maximum liability for any mistake (except for fraud) is £10 million including contractual and statutory interest, unless we agree a different amount with you in writing;
- this overall limit applies whether the mistake affects just one piece of work we do for you or several, where it is the same or a similar mistake;
- for the purpose of the overall limit, more than one mistake on a matter or transaction is considered as one mistake;
- we are not liable for any indirect or consequential loss or loss of anticipated profit or other benefit, where the total liability together with any other liability exceeds £10 million;
- we are not liable to the extent that our mistake results from something you do or fail to do or that a third party does or fails to do on your behalf, for example, giving us the wrong information, or not giving us information at the time we ask for it, or not putting us in funds at the correct time;

- if others are also responsible for your loss or in respect of the same damage, our liability is limited to that proportion of the loss or damage which it would be equitable, fair and reasonable to require us to pay, whether or not you are able to recover the rest from the others. We shall not be liable to pay you the proportion which is due to the fault of another party;
- if you accept any express exclusion or limitation of liability from another party, our total liability to you will not exceed the amount for which we would otherwise have been liable after deducting any amount which we would have been entitled to recover pursuant to the Civil Liability (Contribution) Act 1978, but are prevented from doing so as a result of any such exclusion or limitation of liability;
- these limits on our liability apply to all current and any future work we do for you unless we agree different terms with you in writing.

We believe all the limitations on our liability set out in this section are reasonable having regard to our assessment of the amount of any likely liability to you if we make a mistake.

If you consider that the £10 million limit on our liability is insufficient for your purposes we will consider whether we can provide a higher limit, at extra cost.

If you think we have made a mistake, we have no liability to you unless you let us know in writing about the mistake within three years of becoming aware of it, and start any legal proceedings about it within one year of giving us that written notice. This provision will not increase the time limits which apply under the general law.

These limits apply to the extent that they are permitted by law or by our professional regulator. We cannot, for example, avoid full liability if our mistake causes death or personal injury. If any part of our terms of business which seeks to limit liability is found by a court to be void or ineffective on the grounds that it is unreasonable or does not accord with any professional obligation, the remaining provisions will continue to be effective.

Jurisdiction

These terms and our relationship will be governed by English Law. You and we each submit to the exclusive jurisdiction of the English courts.

Effective from 22 January 2024