



Terms of Business (effective from 1 May 2024)

1. OUR CONTRACT WITH YOU

- 1.1 These terms of business (as updated from time to time) (**Terms of Business**) are important as they apply to all work we do on your behalf. These Terms of Business replace any previous terms of business provided to you.
- 1.2 Each time you instruct us on a new matter we will send you written information by email, letter or otherwise, confirming your instructions and setting out the scope of the work we will carry out for you, our fees and individual contact details. This is called the **Client Agreement**. These Terms of Business should be read with the Client Agreement as together they form the contract between us (**this Contract**).
- 1.3 If there is any inconsistency between our Terms of Business and the Client Agreement, the Client Agreement will take priority.
- 1.4 Unless otherwise agreed, these Terms of Business will apply to all future instructions you give us on any matter. Your continuing instructions confirm your acceptance of these Terms of Business.
- 1.5 These Terms of Business are subject to change from time to time and are updated on our website at www.cripps.co.uk.
- 1.6 This Contract and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales. Except where you are acting as a consumer, you and we each submit to the exclusive jurisdiction of the English courts.
- 1.7 Where you are acting as a consumer, wherever you live you can bring claims against us in the English courts. If you live in Wales, Scotland, Northern Ireland or any other country, you can also bring claims against us in the courts of the country you live in.

2. ABOUT US

- 2.1 Cripps LLP (**Cripps**) is a limited liability partnership registered in England and Wales (registration number OC311169). Its registered office is at Number 22 Mount Ephraim Tunbridge Wells Kent England TN4 8AS.
- 2.2 We use the term 'partner' to refer to a member of Cripps or an employee or consultant with equivalent standing and qualifications. All members of Cripps are solicitors, barristers or registered foreign lawyers. A list of the members, together with those non-members who are designated as partners, can be inspected at our registered office.
- 2.3 We operate our business from offices located in Kent, London and West Sussex. You can find details of the postal address, telephone number and email address of each office on our website www.cripps.co.uk.

2.4 Cripps is authorised and regulated by the Solicitors Regulation Authority (**SRA**). The SRA is the independent regulatory arm of the Law Society of England and Wales, our professional body. Cripps and our solicitors are governed by Codes of Conduct and other professional rules, which you can access on the SRA’s website at www.sra.org.uk or by calling 0370 606 2555. Our SRA authorisation number is 420623. All services provided by Cripps are regulated by the SRA.

2.5 We are registered for VAT purposes. Our VAT registration number is GB 209 5837 44.

2.6 Where we say ‘we’, ‘us’ or ‘our’ in these Terms of Business, we mean Cripps.

3. ABOUT YOU

3.1 Where we say ‘you’ or ‘your’ in these Terms of Business, we mean the client identified in the Client Agreement and anyone authorised to give instructions on that client’s behalf.

3.2 If you are an organisation or corporate entity we will be entitled to assume that any individual giving instructions is authorised to do so by you.

3.3 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.

4. OUR RESPONSIBILITIES TO EACH OTHER

What you can expect of us	What we expect of you
<p>Treat you fairly and with respect</p> <p>Communicate with you in plain language</p> <p>Review your matter regularly</p> <p>Advise you of any changes in the law that affect your matter whilst we act for you under this Contract</p> <p>Advise you of any reasonably foreseeable circumstances and risks that could affect the outcome of your matter</p>	<p>Provide documents when we ask for them and respond promptly when we ask for instructions or information</p> <p>Notify us if your contact details change</p> <p>Tell us immediately if your expectations change or if you are not sure you understand what we have discussed</p> <p>Inform us of any time limits or objectives that might not be obvious to us</p> <p>Let us know about any other changes that may affect the way we deal with your matter, including:</p> <ul style="list-style-type: none"> • any changes that may affect your tax status in any jurisdiction, or • (if you are a corporate entity) any changes to directors, shareholders or ultimate beneficial owners <p>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</p> <p>Notify us immediately if you receive any email or other communication purporting to be from Cripps stating that we have changed our bank details or payment arrangements</p>

5. **SCOPE OF OUR LEGAL SERVICES**

- 5.1 The scope of the services we will provide is set out in the Client Agreement.
- 5.2 We will provide legal advice and services to you with reasonable care and skill. However, the nature of many types of legal work means that it is not possible to guarantee a particular outcome.
- 5.3 Unless otherwise agreed in writing, we will advise only on English law.
- 5.4 We do not advise on surveying, valuation, commercial viability, trading or marketability issues. We only advise on tax, climate risk and climate-related legal issues when we have expressly agreed in writing to do so. Except as described at section 16 (**Financial Services**), we do not provide financial services or advice.
- 5.5 If you ask us to obtain advice from any third party professional advisors (for example lawyers, accountants, counsel, surveyors and so on), that firm will be responsible for the service and advice they provide to you and you will be responsible for their fees.
- 5.6 Unless otherwise agreed in writing, our advice and any documents we prepare:
 - 5.6.1 are for use only in connection with the specific matter on which we are instructed;
 - 5.6.2 can only be relied on by you; and
 - 5.6.3 reflect the law in force at the relevant time.

6. **SERVICE STANDARDS**

- 6.1 We will update you by telephone or in writing (including by email) with progress on your matter regularly and explain to you the legal work required as your matter progresses.
- 6.2 We will update you at appropriate intervals on the likely timescale for each stage of your matter and any important changes in those estimates. Whenever there is a material change in circumstances associated with your matter, we will update you on whether the likely outcomes still justify the likely costs and risks.
- 6.3 We will update you on the cost of your matter as set out in the Client Agreement. If appropriate, we will continue to review whether there are alternative methods by which costs for your matter can be funded.
- 6.4 We are committed to acting in a way that encourages equality, diversity and inclusion (**EDI**) in all our dealings with clients, third parties and employees and will provide details of our EDI policy upon request.

7. **OUR LIABILITY TO YOU**

- 7.1 This Contract is solely with Cripps LLP, which has sole legal liability for the work it does for you and for any act or omission in the course of that work. No representative, member, officer, employee, agent or consultant of Cripps, will have any personal legal liability for any loss or claim. 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 their 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.

7.2 Unless expressly agreed otherwise in writing:

7.2.1 we do not owe, nor do we accept, any duty to any person other than you;

7.2.2 we do not accept any liability or responsibility for any consequences arising from reliance on our advice by any person other than you,

and nothing will entitle any other person or organisation to rely on our advice or enforce any term of this Contract, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise except as expressly provided in this Contract.

7.3 We are not responsible for any failure to advise or comment on matters falling outside the scope of our instructions, as set out in this Contract.

7.4 Our maximum liability for any mistake to you (or any other party we have agreed may rely on our services) in relation to any single matter or any group of connected matters which may be aggregated by our insurers will be £10 million including interest and costs unless we expressly state a different figure in the Client Agreement, and subject to the following provisions:

7.4.1 'mistake' for the purposes of this section 7 includes, but is not limited to, negligence, breach of contract, breach of trust or breach of any other duty to you;

7.4.2 reference in this section 7 to 'liability' is to any liability that we are found by a court to have or agree that we have;

7.4.3 the 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;

7.4.4 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;

7.4.5 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;

7.4.6 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;

7.4.7 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.

- 7.5 We believe all the limitations on our liability set out in this section 7 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.
- 7.6 Where you are acting in the course of business, we will not be liable for any of the following (whether direct or indirect):
- 7.6.1 losses not caused by any breach of contract or tort on the part of Cripps;
 - 7.6.2 loss of revenue;
 - 7.6.3 loss of profit;
 - 7.6.4 loss of or corruption to data;
 - 7.6.5 loss of use;
 - 7.6.6 loss of production;
 - 7.6.7 loss of contract;
 - 7.6.8 loss of opportunity;
 - 7.6.9 loss of savings, discount or rebate (whether actual or anticipated); and
 - 7.6.10 harm to reputation or loss of goodwill.
- 7.7 Where you are acting as a consumer, we will not be liable for:
- 7.7.1 losses that were not foreseeable to you and us when this Contract was formed;
 - 7.7.2 losses not caused by any breach on the part of Cripps; and
 - 7.7.3 business losses, including losses sustained by any individual acting for purposes of their trade, business, craft or profession,
- but nothing in these Terms of Business shall affect your statutory rights to the extent that they cannot be excluded or limited by applicable law.
- 7.8 Nothing in these Terms of Business shall exclude or restrict our liability in respect of:
- 7.8.1 death or personal injury caused by our negligence;
 - 7.8.2 fraud or fraudulent misrepresentation;
 - 7.8.3 any losses caused by wilful misconduct or dishonesty;
 - 7.8.4 any other losses which cannot be excluded or limited by applicable law.
- 7.9 If you think we have made a mistake, you agree that we shall 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.

7.10 If any part of these 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.

8. **OUR COSTS**

8.1 You are liable to pay our costs as set out in the Client Agreement, which also states the arrangements for invoices. We will usually discuss this with you at the outset of your matter.

8.2 If you are a corporate entity, we may, as a condition to our providing legal services, require one or all of the directors or shareholders to personally guarantee the payment of any sums due to us from you. We may request this prior to commencing legal services or at any time during this Contract.

8.3 Routine office overheads are included in our fees but we reserve the right to make an additional charge if money transfers such as CHAPS, photocopying, scanning, document creation, printing, binding and delivery costs or other similar costs are involved in your matter.

8.4 We may charge you for any specialist third party technology that we use in connection with your matter (for example, data rooms, e-disclosure, digital signatures, legal tech software). Details of such charges will be set out in your Client Agreement or otherwise notified to you in writing.

8.5 If we need to travel in connection with your matter we will charge you the actual cost to ourselves, apart from travel by car where a standard mileage charge applies. We may also charge for time spent travelling. Hotel accommodation, if required, will be of a suitable business standard.

8.6 We review all of our fees and additional charges annually and we will inform you when they change.

8.7 You are responsible for reimbursing all expenses we incur on your behalf, for example court fees, barristers' and experts' fees, costs of official searches and registration fees.

8.8 If you are more than one person, you are each jointly and individually liable for payment of our costs.

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

9. **PAYMENTS AND RECEIPTS**

9.1 We may at any stage ask you to pay us money on account of our fees, additional charges or expenses and we will hold that money in our client account until we send you an invoice.

9.2 If you do not make a payment on account when requested, we may stop working for you.

9.3 A request for money on account should not be taken as an estimate of the likely total fees, additional charges or expenses.

9.4 We cannot accept money from you until our client identity checks have been completed – see section 12 (***Prevention of Money Laundering, Terrorist Financing and Proliferation Financing***).

- 9.5 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.
- 9.6 We will pay a fair sum of interest to clients or third parties on client money we hold on their behalf where the amount of interest is £45 or more. Please ask us if you would like written details of our payment of interest policy.
- 9.7 Unless agreed in advance, we do not accept funds from third parties. If money in relation to your matter arrives from an unexpected source (whether paying an invoice or another payment), we may need to return it whilst we establish why the payment is not coming from you. We will ask you to provide information to enable us to carry out any additional checks we decide are necessary in order to accept that payment. This may delay the progress of your matter and we may charge you for any such additional checks.
- 9.8 We do not accept cash from clients or third parties.
- 9.9 Where we have to pay money to you, it will be paid by bank transfer. It will not be paid in cash, by cheque or to a third party.

10. **INVOICES**

- 10.1 We may deliver our invoices to you electronically or by post. Please let us know if you have any particular requirements for the delivery of our invoices.
- 10.2 We may submit interim invoices for our fees, additional charges and expenses as set out in the Client Agreement.
- 10.3 Unless agreed otherwise, our interim invoices are detailed and final in respect of the fees for the period to which they relate (sometimes known as 'interim statute bills'). Additional charges and expenses (sometimes known as disbursements) may be billed separately and later than the interim invoice for our fees in respect of the same period.
- 10.4 We will send you a final invoice at the end of your matter which will cover our fees from the date of the last interim invoice and any unbilled additional charges and expenses from any period in the matter.
- 10.5 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.
- 10.6 Our invoices become due for payment within 14 days and in the currency in which they are submitted. Our preferred method of payment is by bank transfer.
- 10.7 If you have questions, queries or concerns about any invoice you receive from us:
- 10.7.1 in the first instance please discuss these with either the lawyer who is the main contact in your matter or the relationship manager named in your Client Agreement. We will do our best to resolve any issues promptly with you;
 - 10.7.2 if you are not satisfied with our response, please see section 19 (**Complaints**) for details of how to complain;

- 10.7.3 you also have the right to challenge the amount of any interim or final invoice by applying to the court to assess it under the Solicitors Act 1974. The usual time limit for applying to the court for an assessment is one month from the date of delivery of the interim or final invoice. Please be aware that the time limit runs from the date of delivery of each individual invoice.
- 10.8 We will charge interest on overdue invoices on a daily basis at the official rate payable on judgment debts, 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.
- 10.9 We may cease acting for you if an interim invoice remains unpaid after 14 days or if our reasonable request for a payment on account of costs is not met.
- 10.10 Please inform us if you would like a third party to be responsible for paying our invoices or any part of them. We must approve this in advance and we will need the party's name, contact details and any other information or identification documents we request. It is your responsibility to pay our invoices even if someone else has agreed to pay some or all of them and our invoices will still be addressed to you. If someone else does pay some of our invoices, you are responsible for paying the rest.

11. **BANKING MATTERS**

- 11.1 Our main client account is held with Coutts & Co, and we also hold accounts with other banks from time to time.
- 11.2 We will never tell you about changes to important business information, such as bank account details, by email. Please inform us immediately if you receive any email or other communication purporting to be from Cripps stating that we have changed our bank details or payment arrangements.

11.3 **Bank failure and the Financial Services Compensation Scheme**

- 11.3.1 We are not liable for any losses you suffer as a result of any bank in which we hold client money being unable to repay depositors in full. You may, however, be protected by the Financial Services Compensation Scheme (**FSCS**).
- 11.3.2 The FSCS is the UK's statutory fund of last resort for customers of banking institutions. The FSCS can pay compensation up to £85,000 if a banking institution is unable, or likely to be unable, to pay claims against it.
- 11.3.3 The limit is £85,000 per banking institution. If you hold other personal money in the same banking institution as our client accounts, the limit remains £85,000 in total. Some banking institutions have several brands. The compensation limit is £85,000 per institution, not per brand.
- 11.3.4 The FSCS also provides up to £1 million of short-term protection for certain high balances, eg relating to property transactions, inheritance, divorce or dissolution of a civil partnership, unfair dismissal, redundancy, and personal injury compensation (there is no financial limit on protection for personal injury compensation). This is called the temporary high balance scheme and, if it applies, protection lasts for a maximum of six months.

11.3.5 The FSCS (including the temporary high balance scheme) will apply to qualifying balances held in our client account. In the unlikely event of a deposit-taking institution failure, we will presume (unless we hear from you in writing to the contrary) we have your consent to disclose necessary client details to the FSCS.

11.3.6 More information about the FSCS can be found at www.fscs.org.uk

12. PREVENTION OF MONEY LAUNDERING, TERRORIST FINANCING AND PROLIFERATION FINANCING

12.1 To comply with anti-money laundering, counter-terrorist financing and counter-proliferation financing requirements, we will ask you for proof of your identity and we may conduct searches or enquiries for this purpose. We may also be required to identify and verify the identity of other persons connected with you such as directors or beneficial owners. If you or they do not provide us with the required information promptly, your matter may be delayed.

12.2 You agree that we may make checks using online electronic verification systems or other databases as we may decide.

12.3 You must not send us any money until we have told you these checks have been completed. If you do so, we may need to return it to you.

12.4 We will not usually charge you for identification and verification checks, but we reserve the right to do so where the checks are likely to be significantly more involved than we would normally expect. We will confirm any cost in our Client Agreement or otherwise in writing to you.

12.5 We may ask you to confirm the source of any money you have sent us or will send us. If you do not provide us with that information promptly, your matter may be delayed.

12.6 Any personal data we receive from you for the purpose of preventing money laundering, terrorist financing or proliferation financing will be used only for that purpose or:

12.6.1 with your consent; or

12.6.2 as permitted by or under another enactment.

12.7 We are professionally and legally obliged to keep your affairs confidential. However, we may be required by law to make a disclosure to the National Crime Agency where we know or suspect that a transaction may involve money laundering, terrorist financing or proliferation financing. If we make a disclosure in relation to your matter, we are prohibited by law from telling you that a disclosure has been made. We may have to stop working on your matter for a period of time and will not be able to tell you why.

12.8 Subject to section 7 (***Our liability to you***), we shall not be liable for any loss arising from or connected with our compliance with any statutory obligation, or reasonable belief we may have, to report matters to the relevant authorities under the provisions of the money laundering, terrorist financing and/or proliferation financing legislation.

13. CONFIDENTIALITY

13.1 We will keep your information confidential, unless:

13.1.1 you consent to the disclosure of that information;

13.1.2 disclosure of the information is required in order to perform our services to you or where we otherwise 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;

13.1.3 disclosure of the information is required or permitted by law or regulatory requirements that apply to us; or

13.1.4 these Terms of Business state otherwise.

13.2 Examples of organisations we may be required to disclose your information to include:

13.2.1 the National Crime Agency;

13.2.2 domestic and international tax authorities;

13.2.3 regulatory authorities.

13.3 Unless you instruct us otherwise, email will be our default method of communication. We deploy a range of information security measures, but we cannot guarantee the security of information or documents sent by email and we do not accept responsibility for the consequences of your own security failures. If you do not wish us to communicate information by email, please let us know.

13.4 Sometimes we ask other companies or people to carry out typing, photocopying or other activities on our files to help us deliver efficient, cost effective legal services.

13.5 We may also ask other companies or people to provide specific business and compliance support, for example cloud based IT services, legal technology platforms, data rooms and electronic signature providers. Your confidential information may be shared with any such providers. We take reasonable steps to ensure all outsourcing providers operate under service agreements that align with good industry practice, including in relation to confidentiality. Information on outsourcing in relation to your personal data is set out in our [Privacy Notice](#) —see section 14.3.

13.6 External organisations, such as the Information Commissioner's Office or International Organisation for Standardisation (ISO), and the SRA may conduct audit or quality checks on our practice from time to time. They may wish to audit or quality check your file and related papers for this purpose. We will require that these external organisations maintain confidentiality in relation to any files and papers which are audited or quality checked.

13.7 Occasionally, we may be asked to refer in general terms to, or be asked to comment upon, work done for you. For example, we may be requested to give information about transactions where we have acted for one of the parties for reports to be published in legal directories or the legal or business press, or we may wish to disclose that we have acted for you in a particular deal or matter. In such cases, unless the information is already in the public domain, we will ask for your consent before disclosing and, if given, this consent will also apply to future similar disclosures by us.

14. **PRIVACY AND DATA PROTECTION**

- 14.1 We use your personal data primarily to provide legal services to you, but also for related purposes such as administration, billing and record keeping and to inform you of our services and events that we think may be of interest to you.
- 14.2 Our use of your personal data is subject to your instructions, the UK General Data Protection Regulation (UK GDPR), other relevant UK legislation and our professional duty of confidentiality.
- 14.3 We take your privacy very seriously. Our Privacy Notice contains important information on how and why we collect, process and store your personal data. It also explains your rights in relation to your personal data. The Privacy Notice is available on our website at www.cripps.co.uk/privacy-policy, but please contact us if you would like us to send a copy to you or if you would prefer us to explain our Privacy Notice verbally.
- 14.4 We may record telephone calls and monitor emails for training, regulatory and compliance purposes.
- 14.5 We use third party service providers (including 'cloud' service providers) to help us deliver efficient, cost effective legal services. This may include document/information hosting, sharing, transfer, analysis, processing or storage. We take reasonable steps to ensure all outsourcing providers operate under service agreements that align with good industry practice, including in relation to privacy and data protection. If you instruct us to use an alternative provider for storing, sharing or exchanging documents/information, we are not responsible for the security of the data or the provider's security standards.

15. **EVENTS OUTSIDE OUR CONTROL**

- 15.1 We shall not be in breach of this Contract or otherwise liable for any failure or delay in the performance of our obligations if such delay or failure results from events, circumstances or causes beyond our reasonable control. The time for performance of such obligations shall be extended accordingly.
- 15.2 We will use reasonable endeavours to mitigate the effect of such events on the performance of our obligations.

16. **FINANCIAL SERVICES**

- 16.1 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/firms/financial-services-register.
- 16.2 We are also not authorised by the FCA to provide investment advice services. If you need advice on investments, we may refer you to someone who is authorised by the FCA to provide the necessary advice. However, because we are regulated by the SRA, we may be able to provide certain limited investment advice services where these are closely linked to the legal work we are doing for you.

16.3 The SRA is the independent regulatory arm of the Law Society. The Legal Ombudsman deals with complaints against lawyers. If you are unhappy with any financial service you receive from us, you should raise your concerns with the SRA or Legal Ombudsman.

17. **PROFESSIONAL INDEMNITY INSURANCE**

17.1 We have professional indemnity insurance giving cover for claims against us. Details of this insurance, including contact details of our insurer and the territorial coverage of the policy, are available on our [website](#), or can be provided on request.

17.2 It is a condition of our professional indemnity insurance that we notify our insurer and/or broker of any circumstances which may give rise to a claim against us. In doing so, we may disclose documents and information to our insurer, broker and insurance advisers on a confidential basis. Our insurers and brokers are contractually obliged to keep all information we pass to them strictly confidential.

18. **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.

19. **COMPLAINTS**

19.1 We want to give you the best possible service. However, if at any point you become unhappy or concerned about the service we have provided you should inform us immediately so we can do our best to resolve the problem.

19.2 In the first instance please contact either your main contact dealing with your matter or your relationship manager named in your Client Agreement to discuss your concerns. We will do our best to resolve any issues promptly with you in accordance with our complaints handling procedure which is available on our website www.cripps.co.uk/complaints-procedure/.

19.3 If you would like to make a formal complaint, you can do so in accordance with our complaints procedure. Making a complaint will not affect how we handle your matter.

19.4 We have eight weeks to consider your complaint. If we have not resolved it within this time you may be able to complain to the Legal Ombudsman. Generally, this applies if you are an individual, a business with fewer than 10 employees and turnover or assets not exceeding a certain threshold, a charity or membership organisation with a net annual income of less than £1 million, a trustee of a trust with an asset value of less than £1 million, or if you fall within certain other categories (you can find out more from the Legal Ombudsman). The Legal Ombudsman will look at your complaint independently and it will not affect how we handle your matter.

19.5 Before accepting a complaint for investigation, the Legal Ombudsman will check that you have tried to resolve your complaint with us first. If you have, then you must take your complaint to the Legal Ombudsman:

- 19.5.1 within six months of receiving our final response to your complaint;
and
 - 19.5.2 no more than one year from the date of the act or omission being complained about; or
 - 19.5.3 no more than one year from the date when you should reasonably have known there was cause for complaint.
- 19.6 If you would like more information, you can contact the Legal Ombudsman by:
- 19.6.1 visiting www.legalombudsman.org.uk
 - 19.6.2 calling 0300 555 0333 between 10.00 and 16.00 Monday to Friday
 - 19.6.3 emailing enquiries@legalombudsman.org.uk
 - 19.6.4 writing to Legal Ombudsman PO Box 6167, Slough, SL1 0EH
- 19.7 The Solicitors Regulation Authority can also help if you are concerned about our 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. The SRA's website at www.sra.org.uk contains information on raising concerns about solicitors and law firms.

20. **TERMINATING THIS CONTRACT**

- 20.1 You may terminate this Contract at any time by giving us notice in writing. We can keep all your papers, documents and funds while there is still money owed to us for our fees, additional charges or expenses.
- 20.2 We will only decide to stop acting for you on a particular matter under this Contract with good reason, eg where we feel that the relationship has broken down, if you decide not to follow our advice, if you do not pay an invoice, if you provide us with misleading information, or if you act in an abusive or offensive manner. We will give you reasonable notice before we stop acting for you. We are free to decline to act on new matters at any time at our discretion.
- 20.3 If we receive notice of termination of any personal guarantee given under section 8.2, we may suspend acting for you until we are satisfied that any sums due to us will be paid, or we may terminate our appointment under this Contract immediately by notice in writing.
- 20.4 We are not allowed to act for you if there is a conflict between your interests and ours or those of another client. If in the course of acting for you a conflict of interest arises, we will let you know as soon as we become aware of it and discuss with you the course of action required.
- 20.5 If you or we decide that we should stop acting for you for any reason, we will charge you for the work we have done and, where appropriate, for transferring the matter to another adviser if you so request. This will be calculated on the basis set out in the Client Agreement.
- 20.6 We are not responsible for reminding you about important dates and/or any deadlines after this Contract has been terminated (whether under this section 20 or otherwise) or has ended in the general course of business.

21. STORAGE AND RETRIEVAL OF DOCUMENTS AND FILES

- 21.1 We will store your wills, deeds and other important documents (whether electronic or paper) in secure storage for as long you want us to.
- 21.2 Unless we have a separate agreement with you, our current secure storage and retrieval charges are as follows:
 - 21.2.1 Storage of wills and trust deeds we have prepared – no charge
 - 21.2.2 Storage of other documents – single charge of £30
 - 21.2.3 Return of wills and trust deeds - £30 if you are no longer instructing us
 - 21.2.4 Urgent return of wills, trust deeds or other documents - £45
- 21.3 We may create and hold client files in hard copy (paper), electronically or a combination of both.
- 21.4 We store client files (except any of your papers you ask to be returned to you) for a period of time depending on the nature of the matter and then destroy them. We will confirm the details of the applicable document retention period on request. During the retention period, unless you instruct us to the contrary, we may scan any paper file onto our system to be stored electronically, and destroy the hard copy.
- 21.5 If we retrieve your file from storage (including electronic storage) in relation to continuing or new instructions to act for you, we will not normally charge for the retrieval.
- 21.6 If you ask us to retrieve your file from storage for another reason, we may charge you for:
 - 21.6.1 time spent retrieving the file and producing it to you;
 - 21.6.2 reading, correspondence, or other work necessary to comply with your requirements in relation to the retrieved file; and/or
 - 21.6.3 providing additional copies of any documents.
- 21.7 We will provide you with an electronic or paper copy of the file as appropriate.
- 21.8 Our [Privacy Notice](#) contains more information about how long we keep personal data — see section 14.3.