

# **Field Seymour Parkes**

## **Terms of Business**

Version 9  
18 October 2011



Field|Seymour|Parkes  
Solicitors

# Field Seymour Parkes

## Terms of Business

### 1. DEFINITIONS

- 1.1. References in these Terms of Business (“Terms”) to “we” “us” or “our” shall be construed as references to Field Seymour Parkes (“FSP”) a Partnership whose principal place of business is at 1 London Street Reading Berkshire RG1 4PN.
- 1.2. References in these Terms to “you” and “your” are references to the client for whom services are to be provided as set out in our Engagement Letter or other document confirming the details of services to be provided (“Engagement Letter”). If you are a company or a member of a group of companies these Terms shall apply to the holding company of the group and any subsidiary or associated companies.

### 2. BASIS OF ENGAGEMENT

- 2.1. These Terms apply to all engagements accepted by us in relation to private client and business client legal and ancillary services. All work carried out in relation to such services is subject to these Terms except to the extent that changes are expressly agreed in writing.
- 2.2. These Terms are supplemental to our Engagement Letter. In the event of any ambiguity between these Terms and our Engagement Letter our Engagement Letter shall take precedence.
- 2.3. You are responsible for ensuring the accuracy of the information you have supplied to us on which any Engagement Letter is based.
- 2.4. If you instruct us on other matters following your initial instructions these Terms shall apply to those later matters unless otherwise agreed in writing.
- 2.5. We have no expertise in any of the specialist topics listed below and unless specifically stated to the contrary in the Engagement Letter we will not be responsible for advising you or commenting in any way on any of the following:-
  - 2.5.1. The laws of any legal jurisdiction other than England and Wales.
  - 2.5.2. Any accounting or tax consequences of any transaction that you are to enter into and the general taxation implications of any advice given.
  - 2.5.3. Any questions of valuation and/or condition of property and other assets.
  - 2.5.4. The commercial or financial viability of any contracts or arrangements entered or to be entered into by you.
  - 2.5.5. Matters of moral or religious significance.
  - 2.5.6. Matters of business efficiency.

### 3. PERSONNEL

- 3.1. The Engagement Letter shall confirm the name and status of our personnel who will be responsible for carrying out all work relating to the engagement. These individuals may be assisted by other solicitors or executives as the matter progresses in which case we shall notify you of their names and status as necessary.

- 3.2. We shall ensure that your instructions are carried out by suitably qualified personnel but do not guarantee that specific personnel will carry out the instructions. We reserve the right in our absolute discretion to change the personnel engaged in carrying out your instructions in which case you will be notified promptly of the change and the reason for it.
- 3.3. The name of the Partner or senior member of FSP with ultimate responsibility for your instructions is also confirmed in the Engagement Letter.

#### **4. CHARGES AND EXPENSES**

- 4.1. Unless otherwise stated in our Engagement Letter our charges are based on the number and seniority of personnel required, the degree of skill and responsibility involved and the resources required to complete any work we undertake for you. These charges are unless otherwise stated calculated on a time basis which take account of these factors and are based on the time spent dealing with your instructions, including but not limited to; time spent in meetings with you and other parties; travelling; considering, preparing and working on papers; correspondence; making and receiving telephone calls; routine correspondence that we write and routine telephone calls that we make and receive will be charged as units of one tenth of an hour. Routine correspondence received will similarly be charged as units of one tenth of an hour. Other longer or more complex correspondence and calls will be charged on a time spent basis.
- 4.2. In addition to the time spent in carrying out your instructions we reserve the right in appropriate cases to take into account other factors when determining our charges including but not limited to the complexity of the issues, the speed at which action is required, whether your instructions necessitate working outside normal office hours, the expertise or specialist knowledge required and the value of the property or subject matter involved.
- 4.3. We will notify you of the hourly charging rate of each individual involved in carrying out your instructions either in the Engagement Letter or when we notify you of the involvement of other personnel in accordance with clause 3.
- 4.4. We may at our discretion review the hourly charging rates periodically and shall notify you in writing of any increased rates which shall normally take effect from 1 April each year.
- 4.5. All charges are exclusive of any applicable VAT and all applicable expenses and disbursements including but not limited to Court fees, fees for experts' reports, Companies House filing fees, Search fees, Stamp Duty, barristers' fees, which will be payable by you.
- 4.6. In addition we will charge you for photocopying, printing and an administration fee for any bank telegraphic transfers.
- 4.7. We may agree a limit on the charges and expenses to be incurred in which case you will be responsible for charges and expenses up to the agreed limit without us referring back to you. We shall subject to clause 5.3 below inform you as soon as it appears that the agreed limit may be exceeded and shall not exceed the agreed limit without first obtaining your consent.
- 4.8. Any fee budget agreed with you is based on the assumption that the information required for our work is made available in accordance with agreed timetables and that you have complied with your obligations set out in clause 9.

- 4.9. We may require you to pay sums of money from time to time on account of our charges and expenses. These sums shall be paid into our client account and as and when they are transferred to our office account we shall send you a receipted bill. If any such money remains in our client account at the time of preparing our final invoice we shall be entitled to offset that money against the amount of the final invoice. You acknowledge that the total charges and expenses may be greater than the total advance payments made by you.
- 4.10. We can only accept cash payments of up to £250 (Two Hundred and Fifty Pounds) made in person to our offices. Any payment in excess of this amount must be made by cheque or bank transfer. We do not recommend cash is sent by post and accept no responsibility for any cash payment made in this manner.

## **5. UNFORESEEN EVENTS AND ABORTIVE WORK**

- 5.1. We shall promptly notify you if any unforeseen additional work becomes necessary including but not limited to where unexpected difficulties arise or where your requirements or the circumstances of our engagement change significantly. We shall notify you in writing of the estimated additional costs before incurring these extra charges and expenses.
- 5.2. If for any reason any matter that you have instructed us on does not proceed to completion we shall be entitled to charge you for the work done and the expenses incurred. The charge that we make for abortive work will under no circumstances exceed the fee quoted or estimated for the transaction as a whole.
- 5.3. Where we are required to undertake work expeditiously due to the nature of the work or the instructions received and it is not practicable for us to advise you of the likely charges of that work or that we have exceeded any limit set for fees (which will be only in extreme circumstances) we will discuss the fees incurred as soon as possible after we have carried out your instructions.

## **6. INVESTMENT BUSINESS (INCLUDING COMMISSION RECEIVED AND INTEREST EARNED)**

- 6.1. If during this transaction you need advice on investments, we may have to refer you to someone who is authorised by the Financial Services Authority, as we are not. However, as we are authorised and regulated by the Solicitors Regulation Authority, we may be able to provide certain limited investment services where these are closely linked to the legal work we are doing for you.

The Law Society is a designated professional body for the purposes of the Financial Services and Markets Act 2000, but responsibility for regulation and complaints handling has been separated from the Law Society's representative functions. The Solicitors Regulation Authority is the independent regulatory body of the Law Society and the Legal Ombudsman is the independent complaints handling body of the Law Society.

- 6.2. We shall disclose to you details of any commissions we receive on such business as a result of acting for you and we shall be entitled to apply such commissions towards our charges.
- 6.3. When we act for you we will hold any money of yours in our general client account on your behalf unless otherwise specifically agreed with you or in view of the nature and purpose for which such money is held it should be held in a designated deposit account.

- 6.4. Subject to 6.5 below we will account to you for interest on money that we have been holding on your behalf on the earlier of:-
- 6.4.1. such time as the money is paid out to you or such other party as is entitled to such money as a result of any transaction on which we have been acting on your behalf; or
  - 6.4.2. the conclusion of the matter; or
  - 6.4.3. such date that we consider is fair and reasonable to account to you for interest having regard to the sum of money held and the likely duration of the matter.
- 6.5. Notwithstanding 6.4 above we shall not account to you for interest on any money held on your behalf if:-
- 6.5.1. in accordance with your instructions or as a result of an agreement you have entered into or undertaking we have given on your instructions the interest has been or is to be paid to a third party; or
  - 6.5.2. the interest earned on your money for the period for which it is held is less than £20.
- 6.6. We are not responsible for obtaining the highest rates of interest available at any particular time and the interest will be calculated by reference to the prevailing rate paid by Barclays Bank Plc on its Clients Premium Account on such amount as is equivalent to the amount that we hold on your behalf.
- 6.7. All interest will be paid gross unless we inform you otherwise.
- 6.8. We shall provide you with a statement giving details of any interest due to you.
- 6.9. We shall maintain records in respect of any interest earned as required by H M Revenue & Customs and the Solicitors Accounts Rules.

## **7. TERMS OF PAYMENT**

- 7.1. We may submit interim invoices for services provided and expenses incurred at appropriate intervals while the work is in progress. Unless agreed otherwise invoices will normally be rendered monthly and are payable in full within 14 days of the date of our invoice. You will not be entitled to make any deduction from such payment or exercise any right of setoff. A final invoice shall be submitted after completion of the work.
- 7.2. If you fail to make payment on the due date then without prejudice to any other right or remedy available to us, we shall be entitled to:-
- 7.2.1. suspend performance of our services in accordance with clause 15.2; and
  - 7.2.2. charge you interest (both before and after judgment) on the amount unpaid at a rate of 8% per annum from the date on which payment was due until payment in full is made calculated daily and compounded quarterly.
- 7.3. You are entitled to object to an invoice and apply for an assessment of an invoice under Part III of the Solicitors Act 1974 or to complain to the Legal Ombudsman. The Legal Ombudsman may not consider a complaint about an invoice if you have applied to the Court for assessment of the invoice.

- 7.4. In some situations you may be able to recover your costs from another party and we will advise you of this and the conditions applying in our Engagement Letter or at other appropriate times during the course of the work we undertake for you. The amount of our costs that you are required to pay in accordance with our Terms may be greater than the amount you can recover from that other party. If this happens you will be responsible for payment of our charges in full. In some situations you may be ordered to pay another party's costs and expenses which will be payable in addition to our charges.

## **8. OUR RESPONSIBILITIES**

- 8.1. The nature and content of any advice we provide will necessarily reflect the specific scope and limitations of our engagement, the amount and accuracy of information provided to us and the timescale within which the advice is required. If at your request, we provide our advice in an abbreviated form or timescale, you acknowledge that you will not receive all the information you would have done had we provided you with a full written advice or had more time in which to carry out the work.
- 8.2. If general advice is provided, the applicability of this will depend on the particular circumstances in which it is to be used by you (of which we might not be aware) and should be viewed accordingly. In relation to any particular transaction, specific advice should always be sought and all material information provided to us. Our advice is provided for the purposes of each engagement and we disclaim any responsibility for the use of our advice for a different purpose or in a different context.
- 8.3. Timescales for provision of our services are indicative only and although we will use all reasonable endeavours to meet any agreed timescales, we shall not be liable in the event that these cannot be met.
- 8.4. Although following completion of our engagement for you we may on occasions remind you of dates that are important to you, we accept no responsibility to do so and will not be liable to you for any failure on our part to do so.
- 8.5. Unless otherwise directed by you, we may correspond by means of the Internet or other electronic media. Where we do so, whilst we will take reasonable steps to safeguard the security and confidentiality of the information transmitted, you acknowledge that we cannot guarantee its security and confidentiality. While it is our policy to check all correspondence with anti-virus software, we cannot guarantee that transmissions will be free from infection.
- 8.6. Unless otherwise directed by you, we may from time to time outsource our secretarial and support services. Where we do so we will ensure that confidentiality agreements are in place with any such outsourcing providers.

## **9. YOUR RESPONSIBILITIES**

- 9.1. You are responsible for:-
- 9.1.1. providing us with details of all those persons with whom all negotiations for changes or variations relating to the performance of our services are to be dealt.
- 9.1.2. at your own expense supplying us with all necessary documents or other materials and all necessary data or other information relating to our engagement in sufficient time to enable us to provide our services in accordance with our Engagement Letter.

- 9.1.3. advising us as soon as possible if you have legal expenses insurance cover and providing us with sufficient details thereof to enable us to contact your insurer to establish what work (if any) we can carry out on your behalf. You will be liable for any work conducted by us prior to your notification of such insurance cover.
- 9.1.4. advising us promptly of any changes in your circumstances or in the information you have supplied to us.
- 9.2. You represent and warrant to us that all information provided to us will be as complete and accurate as possible.
- 9.3. Unless otherwise agreed, or where we advise you otherwise, you authorise us to complete and sign on your behalf such Court and other official forms as are necessary or desirable to carry out your instructions and you shall indemnify us in respect of all costs, claims, demands and expenses that may result from exercise of the authority given by this clause 9.
- 9.4. You also agree to respond to and co-operate with our requests for information and/or instructions promptly to enable us to protect and advance your interests at all times. You further agree not deliberately to mislead us or to ask us to work in any improper, unethical or unreasonable way.

## **10. INFORMATION AND CONFIDENTIALITY**

- 10.1. We confirm that where you give us confidential information we shall at all times keep it confidential and you agree that it will be sufficient compliance with our duty of confidence for us to take such steps as we in good faith think fit to preserve confidential information from misuse both during and following termination of our engagement.
- 10.2. The reports, letters, information and other advice we provide during the course of providing our services are given in confidence solely for the purposes for which they have been provided and are provided on the condition that you undertake not to disclose these, or any other confidential information made available to you by us during the course of our work, to any third party (being a party other than those to whom the report, letter, information or advice is addressed) without our prior written consent.
- 10.3. Where it is envisaged that reports, letters, information or advice given by us to you will be provided to or used by a third party, you will inform us so that we can stipulate terms regarding such provision or require the third party to enter into a direct relationship with us before any report, letter, information or advice is provided to that third party. Unless the third party agrees appropriate terms with us no copy of any information or use of that information can be made.
- 10.4. Neither we nor you will be prevented from disclosing confidential information:-
  - 10.4.1. which is or becomes public knowledge other than by a breach of an obligation of confidentiality;
  - 10.4.2. which is or becomes known from other sources without restriction on disclosure; or
  - 10.4.3. which is required to be disclosed by law or for any professional or regulatory obligation to the extent that such disclosure is necessary.

- 10.5. Without in any way detracting from the duty of confidentiality which we owe you and unless we have agreed otherwise in writing we reserve the right to act for your competitors or any other third party.

## **11. PAPERS AND DOCUMENTS/DEEDS AND OTHER ITEMS HELD IN SAFE CUSTODY**

- 11.1. Following completion of our engagement by you we shall be entitled to retain your papers and documents until you have paid our charges and expenses in full whereupon we shall return to you any original documents belonging to you or give you the opportunity to request that such documents are so returned.
- 11.2. If you do not within 2 months of completion of our engagement request that we return any original documents belonging to you we shall be entitled to assume that you consent to the original documents being destroyed and for copies to be retained on microfiche or in an electronic format for archival purposes.
- 11.3. We shall retain a microfiche or electronic record of our file of papers and documents (except those which have been returned to you in accordance with this clause 11) for no less than 7 years. Alternatively we may at our discretion retain the original file of papers and documents instead of the microfiche record referred to in this clause 11.3.
- 11.4. Unless you instruct us otherwise, we may destroy our file 6 years after the date of the final invoice submitted in relation to that file.
- 11.5. We shall not destroy documents which you ask us to deposit in safe custody.
- 11.6. Where we are instructed by you or on your behalf to retrieve papers or documents from storage in relation to continuing or new instructions, we will not normally charge you for the cost of such retrieval but we shall be entitled to charge for the time our personnel spend retrieving stored papers or documents and for reading correspondence or for other work necessary to comply with such instructions.
- 11.7. We retain the copyright and all other rights in all documentation prepared by us and provided to you. Your use of such documentation is restricted to the purpose for which it was prepared. Standard forms prepared by us for you may only be used by persons other than you with our prior written consent.
- 11.8. Where we are asked to hold on your behalf any deeds, documents or other valuable items we will retain them in safe custody and return them to you in the condition in which they were handed to us. We do not normally make a charge for this service.

## **12. DATA PROTECTION ACT 1998 (“DPA”)**

- 12.1. We confirm we are registered under the DPA and will comply with our obligations under the DPA in collecting, using or processing any personal information which you may supply to us in connection with any work we undertake on your behalf and are committed to protecting your privacy.
- 12.2. The personal information that we may collect about you is for the following purposes:-
  - 12.2.1. To provide private or commercial legal advice or related/ancillary services to you in accordance with your instructions.
  - 12.2.2. To provide you with information about our services and to deliver our services to the highest possible standard.
  - 12.2.3. To update and enhance our client records.

- 12.2.4. To meet with our legal and regulatory obligations.
- 12.2.5. To update you about any changes made within our organisation or to provide details of any events or new services we may be offering to clients generally, both alone or in conjunction with others which may be of interest to you. If you do not wish to receive such information please notify us in writing.
- 12.3. We may on occasion need to pass your personal information to third parties who are to assist in providing services to you. We will notify you of any third party to whom such personal information is to be passed. We will not pass on your personal information to any third party unless you agree.
- 12.4. We may send data, including personal data, on CD, DVD, memory stick or other electronic media, in the post or over the internet to you or others included in the transaction in respect of which you have instructed us. Unless we receive written instructions from you advising us otherwise, we assume that you consent to the processing of data in this manner.
- 12.5. The type of personal information we may collect about you includes the following:-
- ◆ Your name
  - ◆ Address
  - ◆ Phone numbers
  - ◆ E-mail address
  - ◆ Debit/credit card details
  - ◆ Details of you or your family including age, occupation, business and private interests
- 12.6. We will use all reasonable endeavours to ensure the personal information we hold is accurate and up to date and ask that if your details change that you notify us as soon as possible to assist us in doing so. If, however, you find any inaccuracies in the information we hold about you please notify us and we will make the necessary alterations to the information we hold.
- 12.7. All personal information which we hold will be held securely in accordance with our standard security systems.
- 12.8. If we intend to transfer personal information outside the European Economic Area we will obtain your consent before doing so.
- 12.9. Information held about you will only be kept for such period as we consider is necessary in order to comply with our professional indemnity and professional obligations which in the majority of cases will be 6 years but in some cases, given the nature of the work we undertake, it may be necessary for us to maintain the information for a longer period and sometimes forever to protect your interests as well as our own.
- 12.10. All letters, facsimiles, e-mails and other modes of correspondence are likely to be opened or viewed by other persons in addition to the intended recipient whether or not these have been marked as confidential. This does not, however, derogate from our obligations of confidentiality or observance of the DPA and all personnel are aware of the obligations to be observed by them.
- 12.11. You agree that on instructing us and accepting our Terms that you consent to our holding and processing personal information in the manner set out above.

- 12.12. If you do have any comments or queries about privacy or the DPA you should contact our Practice Manager at our above address or by e-mail on enquiry@fsp-law.com or by telephone on 0118 951 6200.

### **13. LIMITATION OF LIABILITY**

- 13.1. We warrant that our services will be provided with all reasonable skill and care within the normal standards expected of a law firm provided that we shall not accept any liability for damage sustained by you for any failure to perform our services by reason of your failure to meet those obligations set out in these Terms and in particular (but not by way of limitation) clause 9 above or any circumstance outside our reasonable control.
- 13.2. The following provisions set out our entire liability (including any liability for the acts and omissions of our employees, agents and sub-contractors) to you.
- 13.3. Any event or omission on our part falling within clause 13.1 shall for the purposes of this clause 13 be known as an "Event of Default".
- 13.4. Our liability to you for death or injury resulting from our own or our employees', agents' or sub-contractors' negligence shall not be limited.
- 13.5. The level of liability we accept in connection with any engagement is set out in the Engagement Letter. In the absence of any specific limit in our engagement letter or otherwise agreed between us in writing then our entire liability in respect of an Event of Default for one Event of Default or a series of Events of Defaults resulting in the same or similar loss shall not exceed £10,000,000 in aggregate. For the avoidance of doubt this clause 13.5 shall not apply to clause 13.4.
- 13.6. Subject to clause 13.4 we shall not be liable to you in respect of any Event of Default for loss of profits or any type of special indirect or consequential loss (including loss or damage suffered by you as a result of any action brought by a third party) even if such loss was reasonably foreseeable or we had been advised of the possibility of you incurring the same.
- 13.7. You accept that all advice received by you during the course of any engagement is provided to you by the firm of Field Seymour Parkes and you agree that in the event of any Event of Default arising that your sole recourse is against us and not the individual who may have advised you during the course of an engagement. For the purposes of this clause 13 any employee or consultant of Field Seymour Parkes will be entitled to exercise his/her rights to enforce the terms of this clause under the Contracts (Rights of Third Parties) Act 1999.
- 13.8. Where we are engaged to provide services to you on a transaction where you have also instructed other advisors, our liability to you shall be limited to the proportion of your losses which would be just and equitable for us to pay having regard to the extent of our responsibility for such loss based on the following assumptions:-
- 13.8.1. That all such other advisors involved in the transaction have provided contractual undertakings to you as regard performance of their services in their terms of engagement and that there are no limitations of liability as between them and you; and

13.8.2. That all other such professional advisors have paid to you such proportion of your losses which would be just and equitable for them to pay having regard to the extent of their responsibility for your loss.

13.9. Nothing in this clause shall confer any right or remedy on you to which you would not otherwise be legally entitled.

#### **14. COMPLAINTS PROCEDURE**

If you have a problem with the service we have provided for you then please let us know and we will do all we can to resolve any problem quickly. We operate a formal internal complaints procedure, details of which are set out in our leaflet "How To Complain" a copy of which is available on request. If for any reason we are unable to resolve the problem between us, then we are regulated by the Solicitors' Regulation Authority and complaints and redress mechanisms are provided through the Legal Ombudsman, the contact details of which will have already been provided to you. Further information with regard to the Legal Ombudsman can be made available on request.

#### **15. TERMINATION**

15.1. You may terminate your instructions to us at any time in writing in which case we will cease to act for you but shall be entitled to retain your papers and documents in accordance with clause 11.

15.2. We shall be entitled to cease acting for you or suspend our services if it is reasonable for us to do so (including but not limited to where you fail to pay an interim invoice, comply with our request to make a payment on account or give clear or proper instructions or if a conflict has arisen), provided always that we shall give you reasonable prior notice before ceasing to act for you.

15.3. If we cease to act for you in accordance with this clause 15 you will, unless there is good reason to the contrary, pay our charges in accordance with clause 4.

#### **16. ALTERNATIVE DISPUTE RESOLUTION**

16.1. In the event of any dispute arising out of or in connection with our engagement by you we will when appropriate agree to refer the dispute to the Centre for Effective Dispute Resolution (CEDR) (or such other organisation experienced in the process of alternative dispute resolution) in order to resolve the dispute by way of mediation.

16.2. We do not consider it appropriate to resolve disputes by way of mediation where such dispute relates to the non-payment of our invoice where this is undisputed or in respect of a complaint where it would be more appropriate for our complaints procedure to be utilised.

#### **17. MONEY LAUNDERING AND PROCEEDS OF CRIME**

17.1. We are obliged when carrying out our services for you to ensure that we comply with our obligations under the Money Laundering Regulations 2007 and the Proceeds of Crime Act 2002 ("the Act") (as these may be varied or substituted from time to time). The purpose of these Regulations and the Act is to detect and prevent the process by which criminals attempt to hide and disguise the true origin and ownership of the proceeds of criminal activities thereby avoiding prosecution and confiscation of criminal funds.

- 17.2. To demonstrate compliance with these Regulations and the Act we are required to keep written records which demonstrate we have investigated the identity of our clients. As part of this process, therefore, we may on receiving new instructions from you (and from time to time) request that you provide documentation confirming details of your identity which may include a number of different items including (but not by way of limitation) passport, driving licence, utility bills, credit/debt cards (for the individual) and Certificates of Incorporation, evidence of trading address and copies of Accounts (for businesses).
- 17.3. If we are unable to satisfy ourselves of any client's identity or we are suspicious about any transaction or approach made to us or where money is to pass through our accounts we retain the discretion to:-
- 17.3.1. refuse to act or cease to act for you; and/or
- 17.3.2. provide your details to the appropriate authorities for them to investigate further.
- 17.4. In the event that we decide we should pass information concerning any activity or transaction to the authorities we shall be released from our obligations of confidence and duties under the DPA as set out in these Terms or otherwise.

## **18. EXEMPT FINANCIAL SERVICES**

- 18.1. We are not authorised by the Financial Services Authority. If while we are acting for you you need advice on investments we may have to refer you to someone who is authorised to provide the necessary advice.
- 18.2. We may, however, provide certain limited investment advice services where these are closely linked to the legal work we are doing for you. This is because we are members of the Law Society of England and Wales which is a designated professional body for the purposes of the Financial Services and Markets Act 2000.
- 18.3. The Solicitors Regulations Authority is the independent regulatory arm of the Law Society. The Legal Ombudsman is the independent complaints handling arm of the Law Society. If you are unhappy with any investment advice you receive from us you should raise your concerns with either of those bodies.

## **19. INSURANCE MEDIATION ACTIVITIES**

- 19.1. We are not authorised by the Financial Services Authority. We are, however, included on the register maintained by the Financial Services Authority so that we can carry on insurance mediation activities which is broadly advising on, selling and administration of insurance contracts. This part of our business is regulated by the Solicitors Regulation Authority and complaints and redress mechanisms are provided through the Legal Ombudsman. The Register can be accessed via the Financial Services Authority website at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) under the heading "EPF Register (Exempt Professional Firms Register)".
- 19.2. Unless we have stated otherwise in the Engagement Letter or we otherwise advise you, any contract of insurance that we may arrange for you will be on an execution only basis on the understanding that no advice has been given by this firm and also on the understanding that any such arrangement is made at your request.
- 19.3. Where we refer you to or recommend an insurance undertaking such as an insurance broker or insurance provider we accept no responsibility for the advice provided by such undertaking and you are required to satisfy yourself with such undertaking as to the suitability of any insurance contract or other services they may provide to you.

## **20. DISTANCE SELLING**

If we receive your instructions over the internet or by telephone you will be entitled to cancel our engagement at any time before we accept your instructions or within 7 days of our accepting those instructions provided that:-

- 20.1. you notify us in writing of such cancellation; and
- 20.2. we have not been instructed by you to commence performance of our services before receiving notice of such cancellation.

## **21. EQUALITY AND DIVERSITY**

- 21.1. We are committed to equal opportunities and diversity. We do not discriminate in any of our dealings with clients, employees or third parties on the grounds of race, colour, nationality, ethnic or national origin, sex, pregnancy, marital status, civil partner status, gender reassignment, religion or belief, sexual orientation, age or disability.
- 21.2. We believe in treating clients, employees and third parties with respect and dignity. We ask that you extend the same courtesy to members of this Firm. We reserve the right to cease acting for you if you harass or treat differently any member of this Firm on any of the above grounds.
- 21.3. We will not accept instructions from you to act in breach of our equality and diversity policy e.g. we would not comply with a request from you either to instruct or not to instruct a barrister or other expert on the basis of his/her race, colour, nationality, ethnic or national origin, sex, pregnancy, marital status, civil partner status, gender reassignment, religion or belief, sexual orientation, age or disability.
- 21.4. Our full equality and diversity policy is available on our website ([www.fsp-law.com/about](http://www.fsp-law.com/about)) and a hard copy can be obtained from our Practice Manager.

## **22. GENERAL**

- 22.1. These Terms together with any Engagement Letter relating to the supply of services shall constitute the entire agreement between us and supersede any previous agreements or understanding and may not be varied except in writing between us. All other terms and conditions express or implied by statute are excluded to the fullest extent permitted by law.
- 22.2. No failure or delay by us in exercising any of our rights under any contract for services shall be deemed to be a waiver of that right and no waiver by us of any breach of these Terms by you shall be considered a waiver of any subsequent breach of the same or any other provision.
- 22.3. If any provision of these Terms is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms and the remainder of the provision in question shall not be affected.
- 22.4. You will not be entitled to assign any contract without our prior written consent (such consent not to be unreasonably withheld or delayed). We may assign any engagement/contract we have with you to any successor firm or limited liability partnership on giving written notice to you.

- 22.5. Except in so far as these Terms expressly provide that a third party may in its own right enforce a provision of these Terms a person who is not a party to these Terms has no rights under the Contracts (Rights of Third Parties) Act 1999 ("the Act") to rely on or enforce any provision of these Terms but this does not affect any right or remedy of a third party which exists or is available apart from the Act.
- 22.6. These Terms shall be governed by and construed in accordance with the laws of England and the English Courts shall have the non-exclusive jurisdiction to determine any dispute arising hereunder.