



TERMS OF BUSINESS

Our terms of business are set out below. Please read them carefully and ask us if there is anything in them which you do not understand. Your continuing instructions will amount to your acceptance of these terms and conditions of business. Unless otherwise agreed, these terms of business apply to any future instructions you give us. We reserve the right to update these terms from time to time and we will notify you if we do so.

These Terms of Business together with the Engagement Letters confirm the arrangements between us.

All references in this document to 'we' 'the firm' 'the practice' 'us' 'our' and 'the company' are to Elliott Hynes LLP T/A Lloyd James Law.

THE SERVICES TO BE PROVIDED

1 About us

- 1.1 Lloyd James Law is the trading name of Elliott Hynes LLP a partnership registered in England and Wales with the registration number OC445969 having its registered offices at 71-75 Shelton Street, Covent Garden, London, WC2H 9JQ.
- 1.2 We are authorised and regulated by the Bar Standards Board. Entity number 191510.

2 Business Hours

- 2.1 Our offices are open between 9:00am and 5:00pm from Monday to Friday (except bank holidays). We may be able to arrange appointments outside of these hours if necessary.

3 Our Responsibilities

We will:

- 3.1 Treat you fairly and with respect;
- 3.2 Communicate with you in clear language;
- 3.3 Review your matter regularly;
- 3.4 Advise you of any changes in the law that affect your matter; and
- 3.5 Advise you of any reasonably foreseeable circumstances and risks that could affect the outcome of your matter.

4 Your Responsibilities

You will:

- 4.1 Provide us with clear, timely and accurate instructions;
- 4.2 Provide all documents and information that we reasonably request in a timely manner; and
- 4.3 Safeguard any documents that may be required for your matter, including documents that you may have to disclose to another party.

5 Scope of Advice

The scope of our advice is set out in the Engagement Letters.

6 Instructing outside parties on your Behalf

- 6.1 In some circumstances, for example if you need to be represented at a lengthy or complex hearing before a court, we may feel it is appropriate to instruct a solicitor or barrister which we can do on your behalf to advise about your matter and/or to represent you before the court.
- 6.2 Where this happens, we will need to give consideration to both the nature and complexity of your matter and the suitability of available third parties who would be responsible for representing you before the court. We will always try to offer you the opportunity to consult with us as to the selection of these third parties.
- 6.3 When instructing a third party on your behalf we will always try to ensure that you are provided with a professional service and suitable representation.
- 6.4 You have a right to complain about the service provided by the third party instructed on your behalf to their parent organisation and follow their complaints procedure.

7 Outsourcing

- 7.1 Sometimes we ask other organisations or people to carry out work on our files.
- 7.2 We will always insist upon a confidentiality agreement with these outsourced providers. For information on outsourcing in relation to your personal data, see the attached Privacy Policy.

8 The End of Your Matter

At the end of your matter we will:

- 8.1 Write to you confirming the conclusion of your matter;
- 8.2 Produce our final bill prior to completion;
- 8.3 Account to you for any money due as soon as possible;
- 8.4 Let you have any papers and property to which you are entitled and which we do not need to keep, subject to any right to retain them if our bill has not been paid.

MANAGEMENT AND PROTECTION OF INFORMATION

9 Electronic Communication

- 9.1 We use electronic communication wherever possible and by giving us your e-mail address and/or mobile phone number you agree that we can contact you using these means unless you tell us otherwise.
- 9.2 In giving us permission, you accept that like you, we have no control over the internet and cannot guarantee that electronic communication will be received within a reasonable time or that it will not be altered by a third party.
- 9.3 We make every effort to maintain security and to block unlawful access but viruses and other security issues can occur on the internet.
- 9.4 Please contact info@lloydjameslaw.com if you need any further information about electronic communications.
- 9.5 It is in your best interests not to use any form of social media as a means of communicating with us as we have no control over their security or timely receipt of messages.

10 Data Protection

- 10.1 We use your personal data primarily to provide legal services to you, but also for related purposes as described in the attached Privacy Policy.
- 10.2 Our use of your personal data is subject to your instructions, the Data Protection Act 2018, the EU General Data Protection Regulation ('the GDPR'), other relevant UK and EU legislation and our duty of confidentiality. We use your personal data primarily to provide our services to you, but also for related purposes as described in the attached Privacy Policy.
- 10.3 Elliott Hynes LLP is a data controller for the purpose of the GDPR and other relevant data protection legislation. We have a nominated data protection officer for the purpose of the Data Protection Act 2018 who can be contacted by email at info@lloydjameslaw.com.
- 10.4 We take your privacy very seriously. Please read the attached Privacy Policy carefully as it contains important information on:
- (a) What personal data we collect about you and how that data is collected;
 - (b) How, why and on what grounds we use your personal data;
 - (c) Whom we share your personal data with;
 - (d) Where your personal data is held and for how long it will be kept;
 - (e) Whether your personal data may be transferred out of the European Economic area and, if so, the measures taken to protect that data;
 - (f) Your rights in relation to your the personal data we hold or use;
 - (g) The steps we take to secure your personal data;
 - (h) How to make a complaint in relation to our use of your personal data; and
 - (i) How to contact us with any queries or concerns in relation to your personal data.

11 Confidentiality

- 11.1 The information and documentation you provide to us is confidential.
- 11.2 We cannot absolutely guarantee the security of information communicated by email or mobile phone. Unless we hear from you to the contrary, we will assume that you consent for us to use these methods of communication.

12 Storage and Retrieval of Files

- 12.1 We will keep your file and any related papers and documents for up to 6 years from the date on which our retainer with you ends. We will store your file electronically except for original documents which we will return to you or store in safe custody. We may charge an annual fee for storing especially valuable original documents in safe custody, e.g. Wills and title deeds. We will notify you of our storage rates at the appropriate time.
- 12.2 If you are under 18 years of age at the time of instructing us or if you are instructing us on behalf of someone under 18 years of age we may keep the files relating to this matter for at least 15 years from the date on which you or our client if you are instructing us on behalf of our client reaches 18 years of age.
- 12.3 If we are instructed in connection with drafting Wills and or Lasting Powers of Attorney, we may store your files indefinitely.

- 12.4 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.
- 12.5 If we retrieve your file from storage (including electronic storage) for another reason, we may charge you a fee of £45 plus VAT for:
- (a) Time spent retrieving the paper and electronic file and producing it to you; and/or
 - (b) Reading, correspondence, or other work necessary to comply with your instructions in relation to the retrieved file; and/or
 - (c) Providing additional copies of any documents.
- 12.6 We reserve the right to charge an increased fee if a significant amount of our time is required to produce your file or provide copies.
- 12.7 We will provide you with an electronic copy of your file unless it is inappropriate to do so. If we are required to provide the file in paper format additional delivery charges may apply.
- 12.8 For information on how long we will hold your personal data, see the attached Privacy Policy.

13 Due Diligence

- 13.1 Your files may also be reviewed in a due diligence exercise relating to the sale or transfer of all or part of our business, the acquisition of another business by us or the acquisition of new business. We will always insist upon a confidentiality agreement with any third party reviewing your file for these purposes. If you do not wish your file to be used in this way, please let us know as soon as possible.
- 13.2 For information on external auditing and due diligence in relation to your personal data, see the attached Privacy Policy.

COMPLIANCE

14 Prevention of Money Laundering and Terrorist Financing

- 14.1 We are professionally obliged to keep your affairs confidential. However, we may be required by legislation to make a disclosure to the National Crime Agency where they know or suspect that a transaction may involve money laundering or terrorist financing. If we make a disclosure in relation to your matter, we may not be able to tell you that a disclosure has been made. We may have to stop working on your matter for a period of time and may not be able to tell you why.
- 14.2 We shall not be liable for any loss arising from or connected with any obligation which we may have to report matters to the relevant authorities under the provisions of the money laundering and/or terrorist financing legislation.

15 Professional Indemnity Insurance and Limit of liability

- 15.1 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, can be inspected at your request.
- 15.2 To comply with the terms of our professional indemnity insurance, we may disclose relevant documents and information to insurers, brokers and insurance advisers on a confidential basis. This could include details of any circumstances arising from our work for you that might give rise to a claim against us. You agree to such disclosure by us even if the documents and information in question is confidential.

- 15.3 The total level of our professional indemnity insurance is currently £500,000 but may change from time to time. Our maximum aggregate liability to you in this matter including interest and costs will be the maximum amount of our professional indemnity insurance cover at the relevant time unless we expressly state a different figure in the Engagement Letters.
- 15.4 We will not be liable for any consequential, special, indirect or exemplary damages, costs or losses, or any damages, costs or losses attributable to lost profit or opportunity.
- 15.5 Elliott Hynes LLP partners, employees and agents are not personally liable for any acts or omissions by the company, unless the law requires otherwise. This does not limit or exclude liability of the company for the acts or omissions of its partners.
- 15.6 We can only limit our liability to the extent the law allows. In particular, we cannot and do not limit our liability for death or personal injury caused by negligence.

16 Cybercrime

- 16.1 Cybercrime is a real threat. Fraudsters can intercept and amend emails or send emails from spoof email addresses.
- 16.2 You must exercise caution when opening any emails or attachments, clicking on links or responding to any requests. If you receive an email or any other method of contact from us requesting payments or changing bank details, please contact us immediately to clarify and do not respond to the email. Be aware that a phishing email (an email not from the legitimate source) may contain fraudulent contact details so identify our contact details via other means.
- 16.3 We will not accept any liability if you transfer money to an incorrect account.

17 Conflicts of Interest

- 17.1 We cannot continue to act for you if there is a conflict or a significant risk of a conflict arising between your interests and ours or between your interests and those of another client of ours.
- 17.2 If such a conflict or significant risk of a conflict arises during the course of the engagement we will notify you. We may not be permitted to discuss the details of the conflict with you and we may be required to cease to act for you.

MISCELLANEOUS AND GENERAL

18 Referral Fees/Introducer Agreements

If you have been recommended to us by an 'introducer' to whom we pay a fee for introducing you to us as a client, we will inform you in our Engagement Letter of the sum of money we will be liable to pay to your introducer. The introducer agreement will not operate to your detriment and does not affect the independence of the advice we give to you nor our professional duties to you as a client including our duty of confidentiality. No part of the fee payable to your introducer is payable by you.

19 Complaints

Making a Complaint to Us

- 19.1 We are committed to providing high quality advice and client care. If you are unhappy about any aspect of the service you receive, please contact the person dealing with your matter immediately. If this fails to resolve the problem and you wish to make a formal complaint, please e-mail us at info@lloydjameslaw.com.
- 19.2 We have a written procedure that sets out how we handle complaints which is available by request and on our website at: www.lloydjameslaw.com/complaints.

Making a Complaint to the Legal Ombudsman

- 19.3 In the event that we cannot deal with your complaint, you have the right to escalate your complaint to the Legal Ombudsman, more details on how to complain can be found online at <https://www.legalombudsman.org.uk/how-to-complain/>.

Making a Complaint to a Regulator

- 19.4 We are regulated by the Bar Standards Board and details on how to report a concern to our regulator can be found online at <https://www.barstandardsboard.org.uk/for-the-public/reporting-concerns.html>.

20 Different Formats

- 20.1 We can provide these Terms of Business and other documents and correspondence in different formats. Please let us know at info@lloydjameslaw.com if you would like to receive your documents and correspondence in a different format.

21 Applicable Law and Jurisdiction

Any dispute or legal issue arising from our Terms of Business will be determined by the law of England and Wales, and considered exclusively by the English courts.

22 Contracts (Rights of Third Parties)

We shall only be liable to you and not to any third party and no third party will be entitled to enforce the terms of this agreement under the Contracts (Rights of Third Parties) Act 1999 (as may be amended).

CHARGES, INVOICING AND PAYMENT

23 Your Responsibility for Our Costs

You are responsible for payment of our costs. It is therefore important that we let you know what our costs consist of and how they are calculated.

24 How we Charge for our Services

Our costs consist of our fees, disbursements and expenses.

25 Our Fees

- 25.1 Details of our fees, where applicable, are set out in the Engagement Letters.
- 25.2 Where our fees are calculated according to the time we spend on your matter, details of our current hourly rates will be set out in the Engagement Letters. Our hourly rates are reviewed from time to time and when this happens, we will notify you. We record time in units of fifteen minutes.

- 25.3 Where we estimate what our likely fees will be, this will primarily be based on our assessment of the time required to carry out the work. In complex, difficult or urgent matters we may add an uplift to reflect these circumstances. We reserve the right to amend our fee estimate at any time while we are carrying out work for you.
- 25.4 Where we have agreed a fixed fee, this will be subject to certain conditions as set out in the Engagement Letters and may be revised if these conditions or any other relevant circumstances change.
- 25.5 We are entitled to exercise a lien over (which means that we can retain) all or any of your property including deeds, documents and papers which we or our agents hold from time to time in respect of all amounts and liabilities due to us from you whether invoiced or not. We shall not be obliged to release such property until payment of our invoices has been received in full.

26 Disbursements

Disbursements are any sums which we pay or are liable to pay to third parties on your behalf in the course of providing our services to you plus any VAT element. We will try to let you know at the outset of your matter the level of disbursements we are likely to incur. We may also issue invoices to cover disbursements during the course of the engagement.

27 Expenses

Expenses are the internal costs we incur in providing our services to you.

Our expenses include:

- (a) Outgoing international telephone calls;
- (b) Fax transmissions;
- (c) Video conferencing;
- (d) Travelling expenses;
- (e) Courier charges;
- (f) Scanning and photocopying. We charge 14 pence per copy sheet of A4 black and white;

28 Payments on Account

- 28.1 At the outset of your matter, we may ask you to pay us a reasonable sum in advance on account of our costs. We will not undertake any work without money on account.
- 28.2 We may make requests for payment on account periodically during the course of our engagement.
- 28.3 As per our regulator's requirements, we do not hold any client money within the business. You will be asked to pay all requests for money on account to a third-party operator such as an Escrow account or alternative provider.
- 28.4 All monies held on account by the third party will be used to settle our costs which are detailed in our invoices or at our discretion, we may use these monies on account to pay our invoices from time to time and ask you to transfer additional amounts to us to ensure that at all times we have adequate money on account of the on-going costs of your matter.
- 28.5 If you fail to pay us promptly any amount we request from you on account of our costs we may cease to act for you.

30 Our Invoice

- 30.1 For the avoidance of doubt and for the purposes of these Terms of Business and the Engagement Letter, 'invoice' and 'bill' have the same meaning.
- 30.2 We may issue invoices regularly during the course of our engagement with you. Any invoice will not necessarily be the only or final invoice for costs incurred during the period to which it relates. Our invoices will be either final invoices or interim statute invoices, final in their own right for the period covered by them.
- 30.3 Our invoices are payable immediately.
- 30.4 We may cease acting for you if an interim invoice remains unpaid after seven days.
- 30.5 You have the right to challenge or complain about our invoice. Please see our paragraph on 'Complaints'.

31 Interest

- 31.1 We may charge you interest on a daily basis at 8% if all or part of our invoice remains outstanding for 28 days or more.

COSTS & FUNDING

32 Funding your Case

32.1 Private Funding

All our cases are funded privately. This means that you are liable for the costs associated with your case and we will invoice you directly for services carried out. We accept Credit/Debit Card Payments or Bank Transfer. We do not accept cash payments.

32.2 Legal Aid

We do not offer any of our services under legal aid funding.

Last Amended: 16th April 2024

PRIVACY NOTICE AND POLICY

- 1 We take your privacy seriously. We have a number of important responsibilities towards you, some of which are set out in our Terms of Business and the Engagement Letters.
- 2 This notice aims to explain in a clear and understandable way two of our most important obligations:
 - (a) Our duty to use your personal information lawfully and to keep it safe; and
 - (a) Our duty of confidentiality to you.
- 3 **Using your Personal Information**

In order to provide you with the type of services you have asked us to, we are required to record onto our files and systems a large amount of your personal information.
- 4 The sort of information we might need to gather from you may include:
 - (a) Your personal details including your nationality, your job, details about your health and your financial situation;
 - (a) Personal details of other family members including any children you may have responsibility for;
 - (b) Details of other legal issues or matters which you have been involved in or which have affected you including details of any previous convictions or administrative penalties recorded against you or the organisation you represent; or
 - (c) If we ask you to provide us with any personal data it will only be as a result of our duty to act in your best interests and to enable us to give you correct and effective professional advice, and, if required, representation before any court or tribunal.
- 5 It may be that in the course of acting for you we will receive from other organisations or individuals, information about you or your matter which may be classified as personal information. The organisations which fall into this category may include government departments, health authorities, medical practitioners, courts and criminal justice agencies.
- 6 All personal information about you will be kept on our secure cloud based system.. This information may also from time to time be recorded in paper form.
- 7 From time to time it will be necessary for us to instruct on your behalf another person or organisation to help you with your matter such as a medical practitioner, an expert witness, a barrister or another firm of solicitors. If we do this we have to be sure that any such person or organisation will look after your personal data and observe any legal requirements imposed on them in relation to that data.
- 8 Under the Data Protection Act 2018 and the EU General Data Protection Regulation 2018 you have a number of rights including the right to know what personal information we hold about you. As this information has been directly gathered from you in the process of taking your instructions, you will usually be aware of what this information is.

- 9** You have the right to ask us to delete your personal information from our records and systems. We will provide you with further details upon request. Please be aware however that we have in certain circumstances a lawful duty to keep the personal information which you have asked us to delete. We will tell you if our duty to retain personal information conflicts with your wish to have it deleted and we will explain the reasons for our need to keep it.
- 10** You have the right to ask us to amend any personal information we hold about you if it is in any way incorrect.
- 11** You have the right to ask us if we are sharing information about your matter with persons or organisations outside the UK. We will only share information in this way where we need to do so in order to progress your instructions. We will usually inform you if your personal information is to be shared with any person or organisation outside the UK.
- 12** Should you have any questions or wish to access, amend or request to delete any of the data we hold about you, please contact us at info@lloydjameslaw.com.
- 13** If you need any further information about the Data Protection Act and the EU General Data Protection Regulation 2018, it can be found on the ICO website at <https://ico.org.uk/>.