Taylor Emmet

Terms of Business

Version 1.39

taylormmet.co.uk

Terms Of Business

The purpose of this document is to confirm the basis upon which we will take work on your behalf.

1. BUSINESS HOURS

Our offices are open Monday to Friday between 9am and 5pm; our general switchboard is in operation from 8.30am until 5.30pm. We are closed on all Bank Holidays.

2. OUR RESPONSIBILITIES

We will:

- Listen carefully to what you want to achieve;
- Work with you to achieve your objectives, providing practical advice in plain English that is balanced to meet your specific needs;
- Discuss appropriate options and solutions with you;
- Review your matter regularly and keep you updated with the progress of your matter throughout;
- Treat you fairly and with respect;
- Advise you of any changes in the law that affect your matter;
- Advise you of any reasonable foreseeable circumstances and instructions that could affect the outcome of your matter;
- Use all reasonable care and skill in the provision of the legal services that you have requested from us.

3. YOUR RESPONSIBILITIES

You will:

- Provide us with all documentation and information that we reasonably request in a timely manner;
- If you do not provide us with the necessary identification documents, or any other information that we require, this may prevent or delay the progress of your matter;
- Provide us with clear, timely and accurate instructions;
- Tell us immediately if your instructions or any of the information that you have supplied to us changes;
- Safeguard any documents that might be required or relevant to your matter, including documents that you may have to disclose to another party.
- Pay our bills and any requested payments on account of costs in a timely manner.

4. SERVICE LEVELS AND COMMUNICATION

- Subject as follows the scope of the services is as described in the engagement letter, or other appropriate communication. We shall not be responsible for providing any advice or other service outside that scope.
- It is possible that relevant changes in law or regulation or its proper interpretation or application may occur after provision of the services or any aspect of them. Unless we have specifically agreed to the contrary in writing, we shall not be obliged to provide any advice in respect of such changes or their implications nor to revise, amend or qualify the services or any aspect of them that had already been provided when such changes occur.
- The services are provided to and for the benefit of you alone and for the purposes that you have communicated to us. They cannot be used or relied upon by any other person or for any other purpose. Accordingly, you agree that you will not disclose any aspect of the services to any other person nor will you seek to rely on the same for any other purpose.
- We will aim to regularly communicate with you by such method as you may request or the method we feel most appropriate to your matter.

5. BANKING AND PAYMENT OF INTEREST

- In accordance with the Solicitors Accounts Rules, Rule 7.1 requires that the firm accounts to clients or third parties for a fair sum of interest on any client money held on the client's behalf. For more information please see our Client Account Interest Policy (visit: **https://www.tayloremmet.co.uk/images/downloads/Client%20Interest%20Policy%20June%202023.pdf** to view, or a hard copy can be supplied upon request).
- We are not liable for any losses you suffered as a result of any banking institution being unable to repay depositors in full.
- In the unlikely event of a deposit taking institution's failure, if you are an individual or considered to be a small company by the Financial Services Compensation Scheme (FSCS), you may be eligible for compensation up to a maximum of £120,000. Protection applies to client monies in the same way as it does for accounts in the name of the individuals/entities. However, the guarantee applies per entity, per authorised institution. Please note the maximum level of compensation applies to total funds held by a client in that institution. If a client has personal funds of £120,000 in that institution, there would be no extra cover for any funds the firm may hold. The limit for joint accounts is £240,000.
- Many institutions trade under several brand names which can vary from time to time and the client is responsible for making any appropriate checks. These limits are laid down by law and may vary at short notice. Any changes in law will take precedence in those conditions.
- In certain situations, the FSCS apply a temporary limit of up to £1.4 million pounds for 6 months from when the amount was first deposited for funds held by us.

- If, in the event the bank where we hold funds fail, we will presume unless we hear from you in writing to the contrary, that we have your consent to disclose necessary information to the FSCS to help identify clients and any monies to which clients may be entitled.
- Further information can be obtained from the FSCS (**https://www.fscs.org.uk/**) or by writing to them at Financial Services Compensation Scheme, PO Box 300, Mitcheldean, GL17 1DY.

6. REGULATORY INFORMATION

- Taylor&Emmet LLP (trading as Taylor Emmet (TE)) is authorised and regulated by the Solicitors Regulation Authority (SRA) as detailed below.
- TE is authorised and regulated by the SRA. 20 Arundel Gate, Sheffield S1 2PP SRA number: 508519, 1 Ecclesall Road South, Sheffield, S11 9PA SRA Number: 508524, 61b Sheffield Road, Dronfield S18 2GF SRA Number: 508525, Bridge Street, Bakewell, Derbyshire, DE45 1DS SRA Number: 607818, 15 High Street, Rotherham, S60 1PT SRA Number: 656439.
- Our professional rules are contained in the SRA Handbook which may be accessed at **www.sra.org.uk/handbook**. The contact details for the SRA are The Cube, 199 Wharfside Street, Birmingham, B1 1RN, **contactcentre@sra.org.uk**, 0370 606 2555.
- TE is a limited liability partnership registered in England and Wales with registered Number OC340779. We use the word "Partner" to refer to a member of the LLP, an Employee or Consultant of equivalent status. A list of members of TE is open to inspection at its registered office, 20 Arundel Gate, Sheffield S1 2PP.
- TE is registered for VAT purposes with VAT registration number GB172 359651.
- Taylor & Emmet Trustees Limited is a trust corporation (as defined by Rule 30 Public Trustee Rules 1912 as amended from time to time), registered in England and Wales, company number 14501595 whose registered office is at 20 Arundel Gate, Sheffield, England, S1 2PP and which undertakes trustee services. Taylor & Emmet Trustees Ltd is a wholly owned subsidiary of Taylor Emmet LLP.

7. PROFESSIONAL INDEMNITY INSURANCE

We maintain compulsory professional indemnity insurance of at least £3million per claim with our primary layer insurers International Insurance company of Hannover Limited. Details are displayed at our offices. Minimum terms for the compulsory insurance, including territorial coverage, can be found at **www.sra.org.uk/solicitors/handbook/indemnityins.**

8. STORAGE AND RETRIEVAL OF FILES

- At the end of your retainer with us, we are entitled to keep certain of your papers and documents while there is money owing to us for our charges and expenses. We will hold your file of closed papers for you, in storage, for at least six years. Your file may be archived electronically without us keeping a paper copy. If the need arises at some future date to retrieve documents from your file, at your request, then a charge to you of £35 plus VAT may be made. This fee must be paid to us prior to retrieving such documents for you. We will not destroy any documents such as Wills, Deeds, and other securities, which you ask us to hold in safe custody. No charge will be made to you for such storage unless prior notice in writing is given to you of a charge to be made from a future date which may be specified in that notice.
- You agree that we shall be entitled to retain and use for our own purposes copies of all files and documents created and received by us (including any documents recording opinions of counsel) during the provision of the services.

9. OUTSOURCING

Sometimes we ask other companies or people to, for example, carry out typing or photocopying on our files to ensure that this is done promptly and in the most cost effective manner. For information on outsourcing in relation to your personal data please see our Privacy Notice referred to at 16 below and the links referred to therein.

10. EXTERNAL AUDITING AND DUE DILIGENCE

- External firms or organisations 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. It is a specific requirement imposed by us that these external firms or organisations fully maintain confidentiality in relation to any files and papers which are audited or quality checked.
- If you do not wish your file to be used in this way, please let us know as soon as possible.
- For information on external auditing and due diligence in relation to your personal data, see our Privacy Policy.

11. TERMINATING YOUR INSTRUCTIONS

- You may end your instructions at any time by giving us notice in writing. We can keep certain of your papers and documents while our charges or disbursements are outstanding.
- We can only decide to stop acting for you with good reason, for example: you fail to pay our charges and/or expenses incurred on your matter; you are subject to insolvency proceedings; or you are abusive, threatening, intimidating or aggressive in your language or behaviour towards any employee or member of this firm. If we decide to stop acting for you, we will tell you the reason and give you reasonable notice in writing unless the circumstances are such that termination without the provision of notice is justified.
- If you or we decide that we should stop acting for you, you are liable to pay our charges up until that point. These charges are calculated on the basis set out in our letter confirming your instructions.

12. LIMITATION OF LIABILITY

- Our maximum aggregate liability to you in respect of this matter will be limited to £3 million British Pounds unless otherwise agreed by us in writing. If you wish to agree a higher limit, please contact the person dealing with your matter. Agreeing a higher limit may result in us seeking an increase in our charges for handling your matter.
- If we are jointly and severally liable to you with any other party we shall only be liable to pay you the proportion which is reasonably found to be our fault. We shall not be liable to pay you the proportion which is due to the fault of another party.
- We do not accept liability, in respect of the services, in favour of anyone other than you.
- We will not be liable for:
  - losses that were not foreseeable to you and us when this contract was formed;
  - losses not caused by any breach of any obligation on the part of the firm; and
  - business losses, including losses sustained by any individual not acting for purposes of their trade, business, craft or profession.
- 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 our negligence, or the negligence of our employees, agents or subcontractors, or
  - fraud, fraudulent misrepresentation or reckless disregard of professional obligations.
- TE is a limited liability partnership. No member or employee of TE will be personally liable for any acts or omissions by the firm, unless the law requires otherwise. This does not limit or exclude liability of the firm for the acts or omissions of its members.
- To comply with our regulatory obligations and the terms of our professional indemnity insurance, we will be entitled to disclose confidential information relating to or belonging to you 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 consent to such disclosure by us even if the documents and information in question are confidential and/or subject to legal professional privilege.

13. LIMITED COMPANIES

When accepting instructions to act on behalf of a limited company, we may require a Director and/or controlling shareholder to sign a form of personal guarantee in respect of the charges and expenses of this firm. If such a request is refused, we will be entitled to stop acting and to require immediate payment of our charges on an hourly basis and expenses as set out earlier.

14. TAX ADVICE

Any work that we do for you may involve tax implications or necessitate the consideration of tax planning strategies. We may not be qualified to advise you on the tax implications of a transaction that you instruct us to carry out, or the likelihood of them arising. If you have any concerns in this respect, you must raise them with us immediately. If we can undertake the research necessary to resolve the issue, we will do so and advise you accordingly. If we cannot, we will endeavour to identify a source of assistance for you.

15. INTELLECTUAL PROPERTY RIGHTS

We retain all copyright, database rights and other intellectual property and proprietary rights in all works and other things developed, designed, generated or created by us in the course of providing the services including systems, methodologies, software, data, know-how, documents and working papers. For the avoidance of doubt, we retain all copyright, database rights and other intellectual property and proprietary rights in all reports, written advice, documents, data and all other materials provided by us to you.

16. DATA

- We use your personal data primarily to provide legal services to you, but also for related purposes as described in our Privacy Notice (visit: **https://www.tayloremmet.co.uk/index.php/privacy-information/personal-data** to view, or a hard copy can be supplied upon request).
- Our use of your personal data is subject to your instructions, the UK General Data Protection Regulations (**GDPR**), other relevant UK legislation and our professional duty of confidentiality
- TE is a data controller for the purposes of the (**GDPR**) and other relevant data protection legislation. We have nominated a Data Protection Manager with overall responsibility for compliance with this legislation.
- We take your privacy very seriously. Please read our Privacy Notice carefully as it contains important information about how and why we process your personal data.

17. MARKETING

We may use your personal data to send you updates about legal developments that might be of interest to you and/or information about services, including campaigns or new services. We will only contact you by email if you have given your consent to this. You have the right to opt out of receiving marketing communications at any time, by contacting us by email at **marketing@tayloremmet.co.uk** or by post at 20 Arundel Gate, Sheffield, S1 2PP or using the "unsubscribe" link in emails received from us.

18. PREVENTION OF MONEY LAUNDERING AND TERRORIST FINANCING

- We are required by law to obtain satisfactory evidence of the identity of our clients and, sometimes, people related to them. This is because solicitors who deal with money and property on behalf of their clients can be used by criminals wanting to launder money. A delay in providing evidence will delay progress of your instructions and may even mean we cannot act for you.
- To comply with the law, we need evidence of your identity as soon as possible. This is explained in our letter confirming your instructions. Any personal data that we receive from you for the specific purpose of preventing money laundering of terrorist financing will be used only for that purpose. We will use an electronic identification verification provider as a primary identity check, and require documentation to establish both your identity and current address as an additional measure. Personal information that you provide may be disclosed to an electronic verification provider, which may keep a record of that information. An electronic verification search may leave a soft footprint on your credit file.
- We are professionally and legally obliged to keep your affairs confidential. However, solicitors may be required by statute to make a disclosure to the National Crime Agency where they may well 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.
- Subject to Section 12 (Limitation of Liability) above, we shall not be liable for any loss arising from or connected with our compliance with any statutory obligation which we may have, or reasonable belief which we may have, to report matters to the relevant authorities under the provisions of the money laundering or terrorist financing legislation.
- In signing these Terms of Business you expressly consent to us keeping (for more than five years) personal data about you, such as client identification documents that are specifically provided to us by you and others for the purposes of complying with money laundering and terrorist financing legislation. Normally this will mean that, unless:
  - we need to keep the data for longer for purposes of comply with money laundering and terrorist financing; or
  - in order to comply with any other law; or
  - for the purposes of any Court proceedings

  Your personal data will be destroyed when the file relating to your matter is destroyed (in accordance with our retention periods).

19. CONFIDENTIALITY

- The information and documentation you provide us is confidential and subject to legal professional privilege unless:
  - stated otherwise in this document, our letter confirming your instructions or the enclosed Privacy Notice, for example, in relation to prevention of money laundering and terrorist financing; or
  - we advise you otherwise during the course of your matter.
- 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.

20. RECEIVING AND PAYING FUNDS

- Our policy is that we do not accept cash. If you try to avoid this Policy by depositing cash directly with our bank we may decide to charge you for any additional checks that we consider to be necessary to prove the source of funds.
- We are able to accept payment of our bills, payment on account and any other monies that might be required from you during the course of our relationship with you, by cheque, bankers draft, BACS transfer, bank transfer, telegraphic transfer, debit or credit card. You can make a payment by debit/credit card without having to visit our offices.
- Where we have to pay money to you, it will be paid by cheque or bank transfer. It will not be paid in cash or to a third party.
- We may provide this firm's bank account details to you to facilitate payment to us. Should you receive any communication advising that the bank details previously supplied by us have changed, asking you to make payment to an alternative, you should contact us immediately. We will not be liable for any losses arising out of payments to an incorrect account in such circumstances. Please be aware that we do not notify changes to important business information such as bank account details by email.

21. OUR BILL

Basis of fees

Our fees will be charged on the basis set out in the retainer document and/or engagement letter. In cases where our charges are based on hourly rates, rates are subject to review annually on 1 April and we will keep you informed of any changes which are made.

Fee estimates

Any fee estimate given by us will be given in good faith but will not be contractually binding unless the engagement letter expressly provides that it shall be. It will be subject to any stated exceptions, assumptions and any other factors. We will notify you if it is likely to be exceeded.

Disbursements

We will charge for disbursements (expenses incurred on your behalf) such as: counsel's fees; overseas legal fees; enquiry agent's fees; property search/enquiry fees; court fees; valuation fees; courier charges; travel expenses and photocopying charges.

Value Added Tax (VAT)

Where applicable we will add VAT (or other applicable tax) at the appropriate, prevailing rate to our fees and (where necessary) Disbursements. All estimates of, or references to, fees and Disbursements are exclusive of VAT (or other applicable tax unless stated to the contrary).

Payment on account

We may, at any time, ask you to pay money on account of anticipated fees and Disbursements. Subject to any applicable legal, regulatory or other professional restrictions or requirements, we may decline to act for you or suspend or terminate the provision of the services if you fail to make such a payment upon request.

Interim bills

Any interim bill we send you is a self-contained invoice for the work done during the period it covers. We will send you a final bill at the end of your matter which will cover our work from the date of the last interim bill. With reference to clause 3 above failure to pay bills in full and in a timely manner may cause delay to your matter.

22. PAYMENT OF OUR FEES

- It is our practice to ask clients to pay interim bills and/or sums of money on account of charges and expenses which are expected to be incurred in the following weeks or months. If such requests are not met with prompt payment it may result in delaying the progress of a case. In the unlikely event of any bill or request for payment not being met we reserve the right to stop acting for you further.
- Except when other special arrangements have been agreed in writing, our bills are to be settled immediately upon delivery.
- If you fail to pay the bill within 14 days we will send you a letter to remind you to pay the bill within the next 14 days. If you do not then pay the bill after receipt of this letter you will be sent a second and final demand for payment stating that we will refer the matter to our Credit Control Department for further proceedings to recover the bill. We reserve the right to charge an additional £25 plus VAT for each letter we send to you asking for payment of our bill. We also reserve the right to charge interest on late payment of our bills. Interest will be charged on a daily basis at 8% per annum from the due date of the bill.
- We are entitled to retain money, certain papers or other property belonging to you which properly come into our possession pending payment of our costs, whether or not the property is acquired in connection with the matter for which the fees were incurred. We are not entitled to sell property held under such a lien but we are entitled to hold property, other than money, even if the value of it greatly exceeds the amount due to us in respect of fees. We are entitled to transfer monies held in our client account on your behalf to pay in whole or in part, any outstanding bills.
- If we are conducting litigation for you, we have additional rights over any property or money recovered or preserved for you, whether it is in our possession or not, and in respect of all costs incurred, whether billed or unbilled.
- If a third party (for example an employer, an insurance company, an opponent or some other party to a transaction) agrees to pay to us any costs which you incur, this will not affect your primary responsibility of payment to us for the work.
- In litigation (including arbitration), costs are normally at the discretion of the court, tribunal or arbitrator. The generally adopted approach is that the unsuccessful party is ordered to bear their own costs and to pay a contribution towards the successful party's costs, but there is no certainty about this. Even if you are successful in your litigation, the proportion of any contribution awarded will be dependent on factors specific to your matter. The amount awarded by the court, tribunal or arbitrator and recoverable from the losing party will usually be less than the costs and expenses that the winning party has actually incurred. Unless expressly agreed otherwise, you pay all our costs in full and the amount you recover (if successful) from your opponent is a contribution towards those costs. Your responsibility to pay all charges, expenses and disbursements to us, is not affected by whether or not a costs order is made in your favour, or the amount recoverable as fixed costs, or another party's failure to pay costs awarded or due to you.
- If your claim relates to a road traffic accident or is a claim against an employer or a public liability case or has a value of under £100,000, then the amount of costs we can recover from your opponent may be fixed by the Civil Procedure Rules. The effect of fixed costs is that if you are successful in your litigation, the amount of costs which you will be able to recover from the other party is independent of the amount of costs which you will have incurred. Conversely, if the other party is successful, the amount they can recover from you (subject to qualified one way costs shifting for certain types of litigation) is also fixed. We reserve the right to keep any element of the fixed costs recovered from the opponent/s if these are greater than the value of our recorded time.
- In the event you have any queries or complaints in relation to any bills, please raise your concerns in the first instance with the person dealing with your matter. If your adviser is unable to resolve your concerns, please contact the relevant claims handler as detailed in our complaints procedure. Please see below clause 23, "Complaints".
- You will have the right to challenge any interim bill or the final bill by applying to the Court to assess the bill under Part 3 of the Solicitors Act 1974. The usual time limit for making such an application is one month from the date of delivery of the bill. If the application is made one month after but before 12 months from the delivery of the bill, the Court's permission is required for the bill to be assessed. Unless there are special circumstances, the Court will not usually order a bill to be assessed after: 12 months from the delivery of the bill; a judgment has been obtained for the recovery of the costs covered by the bill; or the bill has been paid, even if this is within 12 months. You should be aware that if all or part of a bill remains unpaid the firm may be entitled to charge interest.

23. COMPLAINTS

- Our aim is to offer all our clients an efficient and effective service at all times. If there is any aspect of our service with which you are unhappy, please raise your concern in the first place with the adviser dealing with your matter. If you feel that this is inappropriate, or if you still have queries or concerns, please contact the relevant claims handler as detailed in our complaints procedure. Our complaints procedure can be viewed on our website (**https://www.tayloremmet.co.uk/images/downloads/complaints_procedure_tayloremmet.pdf**) or a hard copy is available on request at any time.
- We have eight weeks to consider your complaint. If we have not resolved it within this time or if you are not satisfied with our handling of your complaint you can complain to the Legal Ombudsman who can be contacted by telephone on 0300 555 0333, by email **enquiries@legalombudsman.org.uk**, by post to Legal Ombudsman, PO Box 6167, Slough, SL1 0EH or via the website **www.legalombudsman.org.uk**. The Legal Ombudsman is an independent and impartial scheme set up to resolve legal service

disputes. Please note that the Legal Ombudsman may decline to deal with complaints from certain types of clients. Normally, you will need to bring a complaint to the Legal Ombudsman within six months of receiving a final written response from us about your complaint. The Legal Ombudsman expects complaints to be made to them no later than:

- No more than one year from the date of the act or omission being complaints about; or
- No more than one year from the date when you should reasonably have known that there was cause for complaint.

- The Legal Ombudsman deals with complaints by consumers and very small businesses. This means some clients may not have the right to complain to the Legal Ombudsman, for example, charities or clubs with annual income of more than £1m, Trustees of Trusts with asset value of more than £1m and most businesses (unless they are denied as micro-enterprises).
- The SRA can help if your complaint relates to our behaviour. The contact details for the SRA are at clause 6 above.
- If a barrister has been instructed on your behalf you have a right to complain about the service you have received from him/her. If you have any concerns please speak to the adviser dealing with your matter and they will provide you with the contact details of the barrister involved.

24. INVESTMENT ADVICE SERVICES

- We are not authorised by the Financial Conduct Authority. If, while we are acting for you, you need advice on investments, we may refer you to someone who is authorised to provide the necessary advice.
- However, we may 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. 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 investment advice you receive from us, you should raise your concerns with the SRA or Legal Ombudsman.

25. CONSUMER CREDIT SERVICES

- We are not authorised by the Financial Conduct Authority in relation to consumer credit services. We may, however, provide certain limited consumer credit services where these are incidental to the professional services we provide. 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. 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 consumer credit services you receive from us, you should raise your concerns with the SRA or Legal Ombudsman.

26. INSURANCE DISTRIBUTION SERVICES

- We (TE) are not authorised by the Financial Conduct Authority. However, we are included on the register maintained by the Financial Conduct Authority so that we may 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 SRA. The register can be accessed via the Financial Conduct Authority website at **www.fca.org.uk/firms/financial-services-register**.
- The Law Society of England and Wales is a designated professional body for the purposes of the Financial Services and Markets Act 2000. 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 insurance advice you receive from us, you should raise your concerns with the SRA or Legal Ombudsman.

27. EQUALITY AND DIVERSITY

We are committed to promoting equality and diversity in our dealings with clients, employees and others. We have a written policy on these issues; please contact us if you would like a copy of it. If you require us to make a reasonable adjustment due to a disability then please let us know.

28. CANCELLATION RIGHTS

We may not have met with you, or may have seen you somewhere other than our offices. If this is the case the Consumer Contracts Regulations may apply and you may have cancellation rights, full particulars of which are provided in the separate engagement letter which we have sent to you regarding your matter.

29. APPLICABLE LAW

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 and Welsh Courts.

30. FUTURE INSTRUCTIONS

Unless otherwise agreed these terms of business will apply to all future instructions you give us on this or any other matter.

31. APPOINTMENT OF TAYLOR & EMMET TRUSTEES LIMITED

Appointment

Where Taylor & Emmet Trustees Ltd are appointed (the “appointment”) to be:

- a Court appointed Deputy
- an attorney under a power of attorney (general or lasting)
- a personal representative in probate matters, or
- a trustee

or to undertake another similar role, it will engage TE to carry out legal work on its behalf in accordance with these terms of business for the time being, to agree with you the scope and duration of the appointment and to communicate with you in relation to the appointment. It is Taylor & Emmet Trustees Ltd that accepts the appointment and not TE or its directors, employees or consultants. TE will charge for the work it does and its fees and expenses and payment terms will be in accordance with these terms of business.

Communication

Unless a particular way of communication has been agreed, Taylor & Emmet Trustees Ltd will choose whether to communicate in writing, in person, by phone or by e-mail or to instruct TE to communicate on its behalf.

Conflict

If more than one person appoints Taylor & Emmet Trustees Ltd, if at any time Taylor & Emmet Trustees Ltd feels that there is a conflict between some or all of those people, on any aspect of its appointment it will discuss that potential conflict with them as necessary. Similarly, if a person feels at any time that there is such a conflict they should let us know.

Liability

Taylor & Emmet Trustees Ltd's liability in respect of its appointment is limited to the same extent as TE's liability under clause 12 (Liability) of these terms of business.

Data and Confidential Information

We may share your personal data and confidential information with Taylor & Emmet Trustees Ltd if they have been appointed by you. Taylor & Emmet Trustees Ltd will comply with the provisions of clauses 16 (Data) and 19 (Confidentiality) of these terms of business.

Prevention of money laundering and terrorist financing

Where Taylor & Emmet Trustees Ltd is appointed and is required to undertake separate checks the provisions of clause 18 (Prevention of money laundering and terrorist financing) of these terms of business shall apply in respect of the checks they undertake.

Complaints

Any complaints in respect of the Taylor & Emmet Trustees Ltd appointment shall be handled in accordance with clause 23 (Complaints) of these terms of business.

End of the appointment

Any appointment of Taylor & Emmet Trustees Ltd will continue until it is ended in accordance with these terms of business. If the appointment ends for whatever reason, all sums due to TE must be paid up until that time and in connection with the ending of the appointment. We will keep all papers and documents until payment is received. If either Taylor & Emmet Trustees Ltd or TE have to take steps to remove either or both of them from the court record, that cost must also be paid for as part of the finalisation of the appointment.