

Terms of Business

1. Introduction

- 1.1. Verisona Law and Donnelly & Elliott are trading styles of Verisona Limited, authorised and regulated by the Solicitors Regulation Authority, SRA number 494891.
- 1.2. These terms and conditions together with any Summary of Work or other additional documents said to be read in conjunction with these terms constitute the terms of our engagement and form the contract between us under which we will provide services to you. Acceptance of the commencement of the provision of services to you and/or your continued instructions will amount to deemed acceptance of these terms.
- 1.3. If you have already asked us to start work for you, e.g. by giving you initial advice or by acting in an emergency, we have done so on the understanding that, unless otherwise agreed, these terms apply from your initial instructions.
- 1.4. We specifically draw your attention to paragraph 14 below which sets out the scope and extent of our liability.
- 1.5. References to “we” or “our” or “this firm” are references to Verisona Limited registered in England and Wales.

Registered Office

- 1.6. Verisona Limited is registered in England with company number 6669970 at Sale Point, Washway Road, Sale M33 6AG and the head office is at 1000 Lakeside, North Harbour, Portsmouth, Hampshire PO6 3EN

Conflicts with Engagement Letter

- 1.7. The Engagement Letter and the Summary of Work contain important provisions and you should read them in full and in conjunction with each other. To the extent that there is any conflict between the provisions of the Engagement Letter and the Summary of Work, then the terms of the Engagement Letter shall prevail.

2. Responsibility for your work

- 2.1. At the beginning of each new matter we will confirm the name and status of the person who will deal with that matter.
- 2.2. We will also confirm the name and status of their supervisor and/or the person with overall departmental responsibility for them.
- 2.3. To ensure your work is progressed as efficiently as possible it may be necessary from time to time for other members of the relevant department to work or assist on your matter.
- 2.4. Your main points of contact will normally be the person named as dealing with the matter and their Team Assistant whose details will be confirmed within the Summary of Work.

Terms of Business

3. Your instructions and our advice

- 3.1. To maximize our effectiveness and to provide the services that you desire, we must work with you as a team. As our client, you are responsible for determining the strategy to be adopted in a particular matter and giving us instructions. Our work will frequently be dependent upon you (or your other advisers) providing information promptly. To avoid unnecessary verification we will assume all information you provide to us is complete and accurate unless you tell us to the contrary.
- 3.2. There are certain areas where we do not give advice unless we otherwise specifically agree with you in writing to do so. These areas are:
 - 3.2.1. Tax advice: Tax advice is specially excluded from our retainer and you should consult a tax expert on any tax issues arising.
 - 3.2.2. Financial: We will not give any advice on the financial or commercial viability of the matter we are dealing with for you.
 - 3.2.3. Property: We make no comment on the state and condition of any property and its services, nor on the contents of any valuation or survey sent to us, save for any part requiring specific legal comment.
 - 3.2.4. Environment: We will carry out an environmental search for a residential purchase. We will only carry out such a search for a commercial matter if you instruct us to do so. We will supply copies of any search carried out to you and your lender (if any), but we will not make any comment on, nor attempt to interpret, the results.

If you are in any doubt about any of the above issues you should consult an expert in the relevant field of expertise for advice.

- 3.3. Any advice we give will be provided solely to the entity which or individual who instructs us as our client and solely for the purpose for which we were instructed.
- 3.4. Our advice may not be used or relied upon for any other purpose or by any other person without our express prior written agreement.
- 3.5. Our advice may not be disclosed to any person without our express prior written agreement.
- 3.6. Unless expressly stated, the Contracts (Rights of Third Parties) Act 1999 shall not apply to our contract with you. No person who is not a party to the contract shall have the right to enforce any term of it.

4. Fees

- 4.1. At the time of instruction we will discuss fees and the likely cost involved with you. We will either confirm our fees and any likely expenses for the matter or, where possible give our

Terms of Business

best estimate of these. There are various fee arrangements that may apply and we will confirm the arrangement that applies to you separately.

- 4.2. Unless otherwise agreed our standard charges are based on our time spent dealing with your matter. Our time charges include (but are not limited to) our time spent at any meetings with you, any barrister or expert that we use on your behalf and any other parties or witnesses; travel time; attendance at court hearings; drafting letters and documents; perusing and analysing any letters and documents received from you, or anyone else, in connection with your matter; and all telephone calls including both those made by and received by us. Our time is recorded in units of 1/10th of an hour.
- 4.3. In addition our charges will also include, unless otherwise agreed, other expenses, costs or disbursements that we may incur in the course of your matter. Expenses costs are additional profit costs for supplementary services carried out during the course of the matter which include (but are not limited to) photocopying, administration of telegraphic transfers, travel and direct costs in obtaining information or conducting checks (such as online Anti-Money Laundering checks) etc. Travel expenses include train fares, taxi fares and car mileage. Where attendance is by car, mileage will be charged in accordance with HMRC guidelines as applicable from time to time. Disbursements include but are not limited to experts' fees, counsels' fees, court fees, stamp duty, and search fees.
- 4.4. It is normal practice to request clients to make payments on account of anticipated costs, administration charges and disbursements. It is helpful if these payment requests can be paid promptly. In the case of administration charges and disbursements exceeding £100, we cannot commit to the expenditure ourselves until we have received the amount requested and your transaction could be prejudiced by late payment. Money held by us for you, whether on account of fees, administration charges, disbursements or otherwise, will be placed in our Client Account and will be held by us in compliance with the Solicitors' Accounts Rules in force from time to time.
- 4.5. We may require payment of higher than usual fees in the event your instructions are urgent, or complex; require work outside normal office hours, or other exceptional circumstances. We will agree those charges with you in advance of carrying out such work.
- 4.6. Unless otherwise agreed in writing, fees, expenses and disbursements are payable by you whether or not a case is successfully concluded or a transaction completed. If any case or transaction does not proceed to completion for any reason during the period in which we are instructed then we are entitled to charge for work done plus VAT, and any disbursements incurred. If you wish to agree limits on our fees and the expenses which are not to be exceeded without your agreement, you must provide advance notice in writing to the person dealing with your matter.
- 4.7. Payment terms for our fees and disbursements will be set out separately in a Summary of Work or other additional documents said to be read in conjunction with these terms. Unless

Terms of Business

otherwise agreed in writing our fees will be billed at monthly intervals (or more frequently if agreed or if the amount of work justifies this) during the course of our work and at the end of the matter, and will be payable within seven days.

- 4.8. We reserve the right to:
- 4.8.1. deduct, at any time, money you owe us from any money we receive for you or that we are holding on your behalf and which is due to you;
 - 4.8.2. stop acting for you if you fail to pay any fees or expenses by their due date.
- 4.9. We will send you a final bill on completion of the matter. However we may also send you interim bills (in accordance with clause 4.7) until the matter is concluded. If a payment on account has been made by you, this will be utilized first towards satisfying the interim bills. Any balances held will remain as general money on account of fees and disbursements to be incurred. We may also request that you make further payments on account from time to time and reserve the right to stop work on your file if you fail, when asked, to make such payments.
- 4.10. We will charge interest at 4% above our bank's base rate on invoiced amounts which remain unpaid in accordance with article 5 of the Solicitors' (Non-Contentious Business) Remuneration Order 2009.
- 4.11. Our fees and all expenses, unless otherwise stated, will be subject to VAT at the prevailing rate.
- 4.12. If someone else has agreed to pay our fees and expenses on your behalf, but does not do so, you are ultimately responsible for our fees.
- 4.13. You have the right under the Solicitors Act 1974 to challenge the amount of our bills whether for non- contentious or contentious work.
- 4.14. You are entitled to challenge our bill (as per paragraph 4.14 above) within one month of delivery of our bill or notifying you of our costs (unless we agree otherwise with you in writing) by applying to the court under Part III of the Solicitors Act 1974.
- 4.15. You may also have the right to challenge our bill by making a complaint to the Legal Ombudsman as to which please see paragraph 19 below.
- 4.16. These provisions also apply where we deduct our costs (except expenses) from money we hold for you.

5. Confidentiality

- 5.1. Solicitors are under a professional and legal obligation to keep the affairs of their clients confidential. Whilst we will maintain strict confidentiality in regard to your work generally, we are subject to a number of regulatory authorities and may be required to disclose some details from time to time to them. For example, the Solicitors Regulation Authority, The Law Society and HM Revenue and Customs have power to inspect our books and records.

Terms of Business

- 5.2. Specific requirements are set out below in relation to data protection, money laundering and email communication.
- 5.3. We may on occasion need to outsource work, for example to suppliers that assist us with typing and copying. We always have confidentiality agreements in place with our outsource providers so that your confidential information is properly protected.
- 5.4. We use an External Storage Provider for storing our closed files and, unless you notify us in writing otherwise, you will be deemed to have agreed that we may do so. We have a separate confidentiality agreement with the External Storage Provider.

6. Privacy

- 6.1. We will process your personal data, in line with the requirements of the General Data Protection Regulations (GDPR) (the “Act”). We may process your personal data including (but not limited to) for the following purposes:
 - 6.1.1. verification of your identify or the officeholders of your organisation;
 - 6.1.2. the provision of legal services;
 - 6.1.3. the administration of files and records;
 - 6.1.4. trust administration;
 - 6.1.5. property management;
 - 6.1.6. transfer of data between other professionals and advisers notified to us by you;
 - 6.1.7. legal compliance.

For further details of how we will process your personal data and the lawful purposes for doing so please refer to our Privacy Statement on our website.

- 6.2. We may also process your sensitive personal data (defined by the Act) but if we process your sensitive personal data we will do so only as permitted by law.
- 6.3. We do not generally transfer your personal data outside of the European Economic Area (EEA) and take action where possible to avoid doing so. In certain situations however it may become necessary to share your personal data outside the EEA in order to carry out our instructions in the course of your matter, such as where you or the other parties to the matter are based outside of the EEA. Where this does become necessary we take steps to protect your personal data as required by law.
- 6.4. A more detailed list of purposes for which we may process personal data can be obtained from the Information Commissioners Office or from the ICO website www.ico.org.uk.

Terms of Business

7. Email communication

- 7.1. We are able and willing to communicate with you regarding your matter(s) via email, and if you send us an email or provide us with an email address to receive our communications, you will be deemed to have agreed to this method of communication. However, it is important that you take account of the following and understand the basis on which we are prepared to communicate with you by email.
- 7.2. Email communications with you are on the basis that you accept the risks involved, including the risks that:
 - 7.2.1. our messages to one another could be read, changed or deleted by third parties without either your knowledge or our knowledge;
 - 7.2.2. there may be delay in receiving e-mail and receipt is not guaranteed; and
 - 7.2.3. difference between our systems may cause text to be indecipherable or lost.
- 7.3. We take all reasonable steps to safeguard your personal data. Email is not a secure means of communication and accordingly and to the fullest extent permitted by law, we accept no liability for any loss caused as a result of communication via e-mail, including breach of confidentiality.
- 7.4. To protect our computer system certain emails and types of attachment may be caught in our firewall. No liability is accepted by us in such circumstances as these precautions are in place to protect both us and our clients.
- 7.5. We reserve the right not to give undertakings on your behalf, nor to accept them from other solicitors, by email.
- 7.6. There may be certain instructions from you that we will not accept by email. We will advise you accordingly in such a situation.
- 7.7. We make every effort to ensure that we do not transmit viruses through the use of virus checking software and a computer firewall system. However, we do not accept liability for any loss caused by any virus transmitted to our clients' systems. Please ensure you have appropriate virus protection in place to safeguard your systems.

8. Money Laundering

- 8.1. In order to comply with the law on money laundering, we are required to obtain satisfactory evidence of the identity of our clients and sometimes people related to them. Generally we will not be able to start work/and we are entitled to refuse to act for you if you cannot provide appropriate proof of identity. We normally use either a combination of evidence from an on-line information provider together with identification documentation obtained from you (confirming your identity and address) or a combination of both and we will advise you accordingly at the outset of your instructions as to what ID documentation we need from you. If we use an on-line information provider to verify your identity, the information you

Terms of Business

provide may be disclosed to that information provider (usually a registered credit reference agency) which may keep a record of that information. We confirm that we use this information solely for the purpose of verifying your identity, and that a credit check is not performed, meaning that your credit rating should not be not affected. If we are unable to obtain satisfactory evidence in this way we will contact you to discuss what further evidence of identity we will need from you to comply with our legal obligations. You have the right of access to your personal records held by such information providers referred to above. Please refer to our Privacy Statement on our website for further details.

- 8.2. Our policy is not to accept payments in cash from clients in excess of £100. We reserve the right to charge for additional checks necessary in order to satisfy ourselves as to the source of funds received for £100 or more.
- 8.3. All Solicitors are required by to operate a money laundering report procedure. All communications between us (and all work done on your behalf) are confidential but, in certain circumstances information and documentation must be revealed by us to the appropriate authorities in relation to any suspicion of money laundering. We are prohibited from notifying you of the fact that such a report has been made. By instructing us in any matter you acknowledge and consent to our onward disclosure of such information to appropriate third parties as necessary pursuant to anti-money laundering legislation. We accept no responsibility or liability arising directly or indirectly from the requirements of anti-money laundering legislation or from our compliance with the requirements of any authority in respect of that legislation.
- 8.4. Your acceptance of these terms of Engagement constitutes your consent for us to carry out the anti-money laundering due diligence referred to in this clause 8 including use of identity checks.

9. Foreign Account Tax Compliance Act

- 9.1. The Foreign Account Tax Compliance Act (FATCA) is a US piece of legislation which has effect in the UK as a result of an agreement between the UK and US governments. The intention behind the legislation is to ensure US citizens disclose their worldwide income to the US tax authority (the Internal Revenue Service).
- 9.2. We may have to establish whether you are a specified US person or an entity controlled by a specified US person. If so, it may be necessary for us to report details of any payments we make to you to HMRC.
- 9.3. It is vital that we keep your information current at all times. You are responsible for communicating to us any changes in circumstances that may alter your FATCA status.

Terms of Business

10. Investment, consumer credit insurance mediation activities

Investment

- 10.1. We are not authorised under the Financial Services and Markets Act 2000 (FSMA), but we are able, in certain circumstances, to offer a limited range of investment services to clients because we are regulated by the Solicitors Regulation Authority (“SRA”). We can provide these investment services if they are an incidental part of the professional services we have been engaged to provide.
- 10.2. Save for the limited advice referred to at 10.1 above, we are not authorised by the Financial Conduct Authority (“FCA”) to provide investment advice, but if you ask us to do so, we are able to provide you with details of properly authorized (by the FCA) advisers who may be suitable to assist you.

Consumer credit services

- 10.3. We are not authorised by the FCA 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 (“The Law Society”), which is a designated professional body for the purposes of the Financial Services and Markets Act 2000. If you are unhappy with any consumer credit services you receive from us, you should raise your concerns with the SRA or Legal Ombudsman.

Insurance mediation activities

- 10.4. Although we are not authorised by the FCA to give investment advice, we are nevertheless included on the FCA register (which can be accessed via the FCA website at www.fca.org.uk/register) so that we are permitted to carry on insurance mediation activity. Broadly speaking this is 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.
- 10.5. We are not contractually obliged to do a full market analysis in providing recommendations for insurance products. A list of the insurers we conduct business with is available upon request. If you have any problems with the service we have provided to you in this regard, then please refer to paragraph 19.2 below for the appropriate person to contact.
- 10.6. We may become entitled to a commission if we are asked to arrange insurance business for you. Subject to charging a handling fee, we will pay this commission to you unless the administration costs exceed the value or a different arrangement has been made with you. Further information on commissions is set out in the ‘Summary of Work’ where this is relevant to your matter.

Terms of Business

11. Papers and documents

- 11.1. We are entitled to keep all your papers and documents until our final bill is paid. Generally you may then collect any papers unless, for example in relation to a property matter, your mortgage company has told us to keep them.
- 11.2. Save as provided in paragraph 11.4 or otherwise agreed with you in writing, after each matter is completed, your file will be kept in storage for at least seven years and will then be destroyed
- 11.3. In the event you request any papers from your file once your matter has been concluded we will charge a reasonable fee for retrieving the file from our storage facility. This fee will be payable by you before the file is retrieved.
- 11.4. Important documents such as Deeds, Wills or Securities held by us will be kept in safe custody. There are no storage charges payable by you but we reserve the right to charge you for any copies of documents that you later request.
- 11.5. Any deeds required as security for a loan cannot be released to you without the permission of your lender.
- 11.6. Unless we agree otherwise, we retain the copyright in any documents we prepare for you. You may use such documents only for the purpose for which they were prepared.

12. Holding money for you

- 12.1. Any funds held by us on your behalf will be held for you in a separate account reserved for clients' money. In some instances we are required to settle outstanding fees out of money held for you.
- 12.2. Unless we agree in writing to the contrary, any interest earned on money received on your behalf and held in our client account will be calculated and paid to you at the applicable rate in place at the time the funds are held, the exception being any money held by us in our client account as stakeholder. The period for which interest will be paid normally runs from the date(s) when cleared funds are received by us until the date(s) the payment is made to you. Interest will be calculated and applied in accordance with our Interest Policy, a copy of which is available on request. The payment of interest is subject to certain minimum amounts and periods of time set out in the Solicitors Regulation Authority Accounts Rules 2011. Further details will be supplied on request.

13. Quality standards

- 13.1. We strive for high quality standards. As a consequence we are subject to periodic checks by outside assessors, which may mean that your file may be selected for inspection. If you do not wish for your file to be inspected in this way, then please confirm this to us in writing.

Terms of Business

All inspections are, of course, conducted in confidence and no data or documents are processed or removed from our offices.

- 13.2. If you prefer to withhold consent, work on your file will not be affected in any way. Since very few of our clients do object we will assume that we have your consent unless you notify us in writing to the contrary. We will also assume, unless you indicate otherwise, that consent on this occasion will extend to all future matters which we conduct on your behalf.

14. Limitation of liability

- 14.1. You acknowledge and agree that any liability for any loss, damage, costs and/or expenses suffered or incurred by you arising from, relating to or resulting from the provision of any of the services we provide to you will be the liability of this firm only and not a personal liability of any of our partners, members, consultants, employees, agents or contractors. You undertake that you will in no circumstances bring any action in respect of any such aforesaid loss, damage costs, and/or expenses, whether arising in contract, negligence or otherwise, against any of our partners, members, consultants, employees, agents or contractors or any of their respective employees, partners, members, consultants, agents, or contractors. This clause is intended to benefit such partners, members, consultants, employees, agents and contractors who may enforce this clause pursuant to the Contracts (Rights of Third Parties) Act 1999 (the Contracts Act). Other than as expressly provided for in this clause, the provisions of the Contracts Act are excluded.
- 14.2. Our maximum liability, unless otherwise agreed in writing, for loss or damage of any kind for breach of contract, breach of trust, negligence or any other basis whatsoever (other than fraud) is £3 million for any one transaction or matter or series of connected transactions or matters.

15. Variation of these terms and other changes

- 15.1. These terms supersede any other terms which we may have agreed with you and, in the absence of express written agreement to the contrary, will apply to all subsequent services we may provide to you. It may be necessary from time to time to supplement or vary these terms. We may be required to make changes as a result of changes to the law, changes to our rules of professional conduct, or other regulations. If it becomes necessary to amend or supersede these terms during the course of your matter we will inform you in writing of our intention to do so.

Terms of Business

16. Termination

- 16.1. This sub-paragraph applies only if you did not instruct us face to face (“distance selling”) or if you instruct us away from our offices (“off premises”). You may withdraw any new instructions within fourteen working days of giving them without incurring any fee. This is known as the Cooling Off period. You will lose this right if we start to act on those instructions with your consent at the time of us receiving your new instructions, and you will lose your right to withdraw your instructions if they have been fully performed during the fourteen day period with your consent (e.g. the preparation of a Will).
- 16.2. Otherwise, although you may terminate our appointment at any time, you will be liable for our fees and expenses up to that point. We can keep all your papers and documents while our charges or disbursements are outstanding. If you do not wish us to continue doing work and/ or incurring charges and expenses on your behalf, you must tell us clearly and in writing.
- 16.3. Our rules of professional conduct govern the circumstances in which we may terminate the contract between us including, without limitation, the non-payment of our bills or failure to make payments on account when requested. If we terminate the contract between us we will notify you and give reasons where we can.

17. Equality and Diversity

- 17.1. We are committed to promoting equality and diversity in all our dealings with clients, third parties and employees. Please contact us if you would like a copy of our equality and diversity policy.

18. Governing law and jurisdiction

- 18.1. The law of England and Wales will govern our professional and contractual relationship with you notwithstanding that you may be based, or our service provided to you, elsewhere. The Courts of England and Wales will have exclusive jurisdiction to determine any disputes arising from our contract with you.

19. Comments and problems

- 19.1. If you feel there is any way in which we can improve our service to you, please let us know. We keep our levels of service to our clients under review and your suggestions may be very helpful. We also use surveys to obtain client feedback and it would be very helpful if you would kindly help us to maintain or improve our standards by completing any such survey if you receive one from us or any agency on our behalf.

Terms of Business

- 19.2. We aim to offer all clients a friendly and efficient service and we hope you will be pleased with the work we do for you. However, if any difficulty should arise, including in relation to our fees, please first raise the matter with the person responsible for your transaction or matter or with the supervisor who has ultimate responsibility for your work. Should you still have any queries or concerns about the service provided then please contact the Designated Complaints Handler for Verisona Law or Donnelly & Elliott on the contact details below:

Verisona Law	Donnelly & Elliott
Tim Reynolds 023 9231 2052 tim.reynolds@verisonalaw.com Verisona Law 1000 Lakeside North Harbour Western Road Portsmouth PO6 3EN	Adam Corcoran 023 9250 5500 AJC@donnelly-elliott.co.uk Donnelly & Elliott 38 Stoke Road Gosport PO12 1JG

- 19.3. If for any reason we are unable to resolve the problem between us within 8 weeks, you are entitled to raise your concerns with the Legal Ombudsman who is independent and impartial. The contact details for the Ombudsman are:

PO Box 6806, Wolverhampton WV 9WJ

Telephone 0300 555 0333

www.legalombudsman.org.uk

enquiries@legalombudsman.org.uk

- 19.4. To bring a complaint to the Legal Ombudsman you must notify him within six months of receiving a final response from us about your complaint and six years from the date of act or omission giving rise to the complaint. However, if the act or omission took place before 6 October 2010 or was more than six years ago, you must notify him no later than three years from the date you should reasonably have known there are grounds for complaint.

Terms of Business

Company registered office address

Sale Point, Washway Road, Sale N33 6AG

Head office

1000 Lakeside North Harbour Portsmouth PO6 3EN

Office addresses

38 Stoke Road

Gosport

PO12 1JG

Tel: 023 9250 5500

202 London Road, Waterlooville

PO7 7AN

Tel: 023 9298 1000

1000 Lakeside, North Harbour

Portsmouth

PO6 3EN

Tel: 023 9289 1000