

Terms of Business

1. Our contract with you

- 1.1. The Metamorph Group consists of a number of Companies and trades under various brand names. Legal services within the Group are governed by these Terms of Business.
- 1.2. The entity and brand you are contracting with will be made clear in the engagement letter, together with details of their website, registered office, company number and Solicitors Regulation Authority (SRA) number. Full regulatory details, of the Group, our Companies and offices are available on our website.
- 1.3. These terms of business together with the engagement letter (confirming your instructions and setting out the scope of the work we will carry out for you, our fees and individual contact details) forms the contract between us. Your continued instructions will amount to deemed acceptance of these terms of business.
- 1.4. If there is any conflict between our terms of business and the engagement letter, the engagement letter will take precedence.
- 1.5. These terms of business are subject to change from time to time and are updated on our website.. You will be notified of any material changes in writing.
- 1.6. This contract and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.

2. Our responsibilities and scope of our legal services

- 2.1. We aim to provide clients with a friendly and efficient service and are committed to promoting equality and diversity in all our dealings.
- 2.2. We will confirm the scope of the services we will provide in writing including:
 - 2.2.1. Our estimate of costs and/or the method used for calculating charges;
 - 2.2.2. Details of the person who will be handling your matter, the person supervising your matter and any other relevant contacts for you; and
 - 2.2.3. Any expected timescales applicable to your matter.
- 2.3. We are authorised, unless otherwise agreed, to take such action as we think necessary to obtain the required result. We shall not refer to you for specific instructions every time we take a step.
- 2.4. We try to avoid unnecessary changes to the person handling your matter however should this occur we will advise you of any changes in the personnel handling your matter in writing.
- 2.5. We will review your matter regularly and communicate with you in plain language using your preferred method of communication wherever practicable.
- 2.6. We will provide legal advice and services to you with reasonable care and skill. However, the nature of many types of legal work means that it is not possible to guarantee a particular outcome.
- 2.7. Unless otherwise agreed in writing, our advice and any documents we prepare:
 - 2.7.1. Are for use only in connection with the specific matter on which we are instructed, can only be relied on by you; and
 - 2.7.2. Reflect the law in force at the relevant time.
- 2.8. We may need to refer you to a third party in connection with your instructions. In most situations, we will only do this with your consent and under a separate contract unless our retainer is for the provision of various services from other Companies within our Group and/or with a company to which we have an interest in or arrangement to provide joint services. Where we provide a joint service with another company you will be notified in writing:
 - 2.8.1. Whether there are additional/differing terms of business;
 - 2.8.2. Details of our relationship with the company; and
 - 2.8.3. The applicable regulatory framework and methods of redress for each element of the service provided.

3. Your responsibilities and instructions

- 3.1. You must provide us with clear, timely and accurate instructions and you must tell us, if new information becomes available, or your objectives or circumstances change.
- 3.2. You must treat all employees in the Group fairly and with respect, acting appropriately at all times and not place unreasonable demands on our employees which could impact our ability to deliver our services to other clients.

- 3.3. You must meet any request for a payment on account of our costs or disbursements promptly and pay our bills on delivery.
- 3.4. You must notify us if your contact details change.
- 3.5. Inform us of any time limits or objectives that might not be obvious to us.
- 3.6. Notify us immediately if you receive any email or other communication purporting to be from the Company stating that we have changed our bank details or payment arrangements.
- 3.7. Let us know about any other changes that may affect the way we deal with your matter, including any changes that may affect your tax status in any jurisdiction.
- 3.8. Where we act for two or more clients jointly, it is on the clear understanding that we are authorised to act on instructions from either individual. Where instructions may conflict we may need to take appropriate action to avoid any future problems arising.

4. Charges and billing

- 4.1. You are liable to pay legal costs as set out in the engagement letter; this will usually include an estimated charge for the work you have asked us to do and any expenses we incur on your behalf (disbursements) and states the arrangements for billing. We will notify you in writing if for any reason we feel it necessary to vary that estimate and will explain why we need to do so.
- 4.2. Where we have been unable to provide an overall estimate, or where we are required to exceed our estimate, we will charge an hourly rate for the work we do. Hourly rates will depend on the level of fee earner undertaking your work, their experience and the type of work we are undertaking, full details will be confirmed with you at the beginning of this retainer. Our hourly rates are reviewed periodically and any change will be notified to you in writing.
- 4.3. VAT at the applicable rate is payable on our fees and disbursements, unless otherwise stated.
- 4.4. We will deliver bills to you at our discretion, during the course of our work and at the end of the matter. Bills are due for payment on delivery. In some circumstances we may require you to make payments on account of our costs and disbursements.
- 4.5. We will provide you with our bank account details where required. These will never be provided by email. We do not expect that our bank details will change during the course of the matter and if you are asked to send money to an alternative account please advise us immediately. We will not be liable for any payments made to an incorrect account.
- 4.6. Payments should be made into our account using your matter number as the reference for the payment.
- 4.7. You agree that we are entitled to settle your bill/s from monies received or held on your behalf (including monies received from others).
- 4.8. If a bill remains unpaid one month after delivery of the bill we will charge interest on a daily basis at the rate specified in the Article 5 of the Solicitors' (Non-Contentious Business) Remuneration Order 2009, currently 8%. If part of the bill has not been paid we are entitled to charge interest on the outstanding amount of the bill.
- 4.9. Where there is an outstanding bill on a matter we are entitled to keep papers, documents or other property belonging to you (known as a lien). If another law firm is instructed by you to continue acting for you then we will release the file to them but may require an undertaking to secure payment of our fees.
- 4.10. We will charge an administration fee of £25 plus VAT each time a cheque has to be re-presented by our bank.

5. Receiving and paying funds

- 5.1. Our policy is to only accept cash up to £200. If you try to avoid this policy by depositing cash directly with our bank, we may decide to charge you for any additional checks we decide are necessary to prove the source of the funds and this could also cause delays.
- 5.2. If we receive money in relation to your matter from an unexpected source, there may be a delay in your matter and we may decide to charge you for any additional checks we decide are necessary.
- 5.3. 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.
- 5.4. 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 at the applicable rate and paid to you, subject to a de minimus amount of £30.00. Our Client Interest Policy is available upon request.
- 5.5. Monies are held by this practice to facilitate transactions on an instant access basis and you will not receive the same amount of interest had you held and invested the money yourself.
- 5.6. Interest is paid gross of tax and it is your responsibility to inform HMRC of any interest received.

- 5.7. Should a negative interest rate apply we reserve the right to apply a client money handling surcharge upon issuing you with a notice of the applicable rate.
- 5.8. We are not liable for any losses you suffer as a result of any bank in which we hold client money being unable to repay depositors in full. You may, however, be protected by the Financial Services Compensation Scheme (FSCS); for the purposes of the FSCS, please note we hold client money with Lloyds Bank plc, Nat West Bank plc, HSBC Bank plc, and Metro Bank plc from time to time. For details of the FSCS please visit; www.fscs.org.uk.

6. Prevention of money laundering and terrorist financing

- 6.1. To comply with anti-money laundering and counterterrorist financing requirements, we are likely to ask you for proof of your identity and may conduct searches or enquiries for this purpose. We may also be required to identify and verify the identity of other persons such as directors or beneficial owners.
- 6.2. We may ask you to confirm the source of any money you have sent us or will send us. We may also request confirmation of the source of any money sent to us by a third party.
- 6.3. If you or they do not provide us with the required information promptly, your matter may be delayed and we may refuse to act for you.
- 6.4. You agree that we may make checks using online electronic verification systems or other databases as we may decide.
- 6.5. Unless we expressly ask you to send funds on account, you must not send us any money until we have told you that these checks have been completed. If you send more funds than we have requested at any time there may be a delay in returning these to you whilst we undertake verification on the source of these funds.
- 6.6. We may charge an administration fee for conducting these checks. You will be advised of this in the costs information provided. We reserve the right to apply additional costs where checks are likely to be significantly more time-consuming than we would normally expect, require additional verification or translating.
- 6.7. We are professionally and legally obliged to keep your affairs confidential. However, we may be required by law to make a disclosure to the National Crime Agency where we know or suspect that a transaction may involve money laundering 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.

7. Confidentiality, privacy and data protection

- 7.1. We will keep your information confidential, unless:
 - 7.1.1. You consent to the disclosure of that information;
 - 7.1.2. Disclosure of the information is required or permitted by law or regulatory requirements that apply to us; or
 - 7.1.3. These Terms of Business state otherwise.
- 7.2. Unless you instruct us otherwise, we may contact you or others by email. We deploy a range of information security measures, but we cannot guarantee the security of information or documents sent by email. If you do not wish us to communicate information by email, please let us know.
- 7.3. We use your personal data primarily to provide legal services to you, but also for related purposes such as administration, billing and record keeping and to inform you of our services and events that we think may be of interest to you.
- 7.4. We may record telephone calls and monitor emails for training, regulatory and compliance purposes.
- 7.5. Our use of your personal data is subject to your instructions, the General Data Protection Regulation (GDPR), other relevant legislation and our professional duty of confidentiality.
- 7.6. We take your privacy very seriously. Our Privacy policy contains information on how and why we collect, process and store your personal data. It also explains your rights in relation to your personal data. Our Privacy policy is available on our website or upon request.

8. Auditing of files, data sharing and outsourcing

- 8.1. Where it is appropriate to do so we will share information about your matter and your data with other Companies within Metamorph Group. Applicable data sharing agreements are in place. Data is shared for the following purposes:
 - 8.1.1. To access shared support services including, but not limited to, administration and facilities, compliance, finance, human resources, information technology and marketing;
 - 8.1.2. Sharing office spaces and resources; and/or

- 8.1.3. To benefit from legal expertise that may be applicable to your matter where it would be in your best interests.
- 8.2. Your files may be reviewed for audit or quality checks by other Companies within the Group or external parties such as the SRA, accreditation providers and other third parties including funding providers/lenders. We will require that these external organisations maintain confidentiality in relation to any files and papers which are audited or quality checked.
- 8.3. We may disclose documents and information to our insurer, broker and insurance advisers on a confidential basis where we are under a contractual duty to do so. This includes notifying them of any circumstances which may give rise to a claim against us. Our insurers and brokers are contractually obliged to keep all information we pass to them strictly confidential.
- 8.4. Your file(s) may also be reviewed in a due diligence exercise relating to the sale or transfer of all or part of our business, investment purposes, the acquisition of another business by us or the acquisition of new business. If you do not wish your file to be used in this way, please let us know as soon as possible.
- 8.5. Sometimes we ask external parties to undertake work for us, such as the provision of information technology and file storage. We ensure all outsourcing providers operate under service agreements that are consistent with our legal and professional obligations, including in relation to confidentiality.
- 8.6. We use third party service providers to help us deliver efficient, cost effective legal services. This may include document/information hosting, sharing, transfer, analysis, processing or storage. We ensure all third party service providers operate under service agreements that are consistent with our legal and professional obligations, including in relation to confidentiality, privacy and data protection. If you instruct us to use an alternative provider for storing, sharing or exchanging documents/information, we are not responsible for the security of the data or the provider's security standards.

9. Storage of documents

- 9.1. Unless we have agreed otherwise we will store your file of papers (including identity and any source of funds documents) for a minimum of six years and in line with our retention and destruction policy in place, as amended from time to time. Following which you expressly agree that we can destroy the file. We will not destroy original documents that we expressly agree to hold for longer or in safe custody but we may, on reasonable notice, send them to you for safekeeping.
- 9.2. We may create and hold client files in hard copy (paper), electronically or a combination of both.
- 9.3. We will not charge for storage.
- 9.4. If we retrieve your file from storage in relation to continuing or new instructions to act for you, we will not normally charge for the retrieval.
- 9.5. If we retrieve your file from storage for another reason, we may charge you a retrieval fee of £25 plus VAT plus:
 - 9.5.1. Time spent retrieving the file and producing it to you;
 - 9.5.2. Reading, correspondence, or other work necessary to comply with your instructions in relation to the retrieved file;
 - 9.5.3. Providing additional copies of any documents; and/or
 - 9.5.4. Postage costs.

10. Regulatory framework, redress and complaints

- 10.1. All legal services provided are regulated by the SRA and subject to applicable rules which you can access on the SRA's website at www.sra.org.uk or by calling 0370 606 2555.
- 10.2. As a client of a SRA regulated entity you have the following protections:
 - 10.2.1. Our 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 provided on request; and
 - 10.2.2. The SRA Compensation Fund; a discretionary fund for making grants to people for loss caused by dishonesty, hardship caused by a failure to account for money, or an uninsured loss (which should have been covered by professional indemnity insurance).
- 10.3. We are not authorised by the Financial Conduct Authority (FCA). However:
 - 10.3.1. We are included on the register maintained by the FCA so that we can carry on insurance distribution activity, which is broadly the advising on, selling and administration of insurance contracts.
 - 10.3.2. We may be able to provide certain limited investment advice services where these are closely linked to the legal work we are doing for you.

- 10.3.3. We may be able to provide certain limited consumer credit 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.
- 10.3.4. 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 FCA website at www.fca.org.uk/firms/financial-services-register.
- 10.4. We want to give you the best possible service. However, if at any point you become unhappy or concerned about the service we have provided you should inform us immediately so we can do our best to resolve the problem. You can find our full complaints procedure on our website or a copy can be provided upon request.
- 10.4.1. Should you have cause to complain you should raise your concerns with the person handling your matter or by emailing feedback@metamorphlaw.co.uk.
- 10.4.2. We have eight weeks to consider your complaint. If we have not resolved it within this time you may be able to complain to the Legal Ombudsman. This applies if you are an individual, a business with fewer than 10 employees and turnover or assets not exceeding a certain threshold, a charity or trust with a net income of less than £1m, or if you fall within certain other categories (you can find out more from the Legal Ombudsman).
- 10.4.3. The Legal Ombudsman can investigate complaints up to six years from the date of the problem happening or within three years of when you should reasonably have known there was cause for complaint and should be referred to the Legal Ombudsman within six months of our final response to a complaint.
- 10.4.4. Details of the Legal Ombudsman's service is available www.legalombudsman.org.uk and you can contact them on 0300 555 0333, enquiries@legalombudsman.org.uk and P O Box 6806, Wolverhampton WV1 9WJ.
- 10.5. As an alternative to the Legal Ombudsman you may be entitled to have our charges reviewed by the court; this is called a detailed assessment. The procedure is set out in Part III of the Solicitors Act 1974. You should be aware that there are strict time limits and costs associated with this process; therefore we would recommend that you seek independent legal advice.
- 10.6. The SRA can help if you are concerned about our behaviour. This could be for things like dishonesty, taking or losing your money or treating you unfairly because of your age, a disability or other characteristic. Visit their website to see how you can raise your concerns with them.

11. Limitation of liability

- 11.1. Your contract is solely with the Company instructed; legal liability for the work undertaken and for any act or omission in the course of that work remains with the instructed Company. No representative, member/director, officer, employee, agent or consultant will have any personal legal liability for any loss or claim. No advice given, or work undertaken is provided by any individual employee, member or consultant.
- 11.2. 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.
- 11.3. If you ask us to obtain advice from another law firm or other service provider, that firm will be responsible for the service and advice they provide and we will not accept liability for work provided by another entity.
- 11.4. Unless explicitly agreed otherwise, in writing:
- 11.4.1. We do not owe, nor do we accept any duty to any person other than you;
- 11.4.2. We do not accept any liability or responsibility for any consequences arising from reliance upon our advice by any person other than you;
- 11.4.3. We are not responsible for any failure to advise or comment on matters falling outside the scope of our instructions, as set out in these Terms of Business and the engagement letter;
- 11.4.4. Our maximum liability to you (or any other party we have agreed may rely on our services) in relation to any single matter or any group of connected matters which may be aggregated by our insurers will be £3,000,000 including interest and costs unless we expressly state a different figure in the engagement letter.
- 11.5. We will not be liable for (whether direct or indirect):
- 11.5.1. Losses that were not foreseeable to you and us when this contract was formed;
- 11.5.2. Losses not caused by any breach on the part of the firm;
- 11.5.3. Loss of or corruption to data;

- 11.5.4. Any loss arising from or connected with our compliance with any statutory obligation which we may have, or reasonable belief we may have, to report matters to the relevant authorities under the provisions of the money laundering and/or terrorist financing legislation; and
- 11.5.5. Business losses and loss of profit, including losses sustained by any individual not acting for purposes of their trade, business, craft or profession.
- 11.6. Nothing in these Terms of Business shall exclude or restrict our liability in respect of:
 - 11.6.1. Death or personal injury caused by our negligence;
 - 11.6.2. Fraud or fraudulent misrepresentation;
 - 11.6.3. Any losses caused by wilful misconduct or dishonesty; and
 - 11.6.4. Any other losses which cannot be excluded or limited by applicable law

12. Termination of the retainer

- 12.1. You may cancel your instructions to us in writing at any time by giving us notice in writing. If you wish to suspend the matter to avoid further work being done and/or costs being incurred then you must tell us this clearly in writing. Termination of this contract must be communicated from you directly with the individual acting for you; it is not possible to cancel instructions via a third party or another employee that is not involved with the matter.
- 12.2. If you enter into a contract outside of our offices then you will have a 14 day cooling off period. Within this time you have the right to cancel instructions without charge. We will therefore not commence work until after 14 days without you informing us in writing that you wish for us to start work within this period. By doing this, you consent to incurring charges within this period even if the contract is later cancelled. If the service has been fully performed at your request you lose the right to cancel once the contract has been completed.
- 12.3. We will only decide to stop acting for you with good reason such as where we feel that the relationship has broken down, if you do not pay a bill/meet our request for payment on account, if a conflict of interest (or risk of) arises, if you provide us with misleading information, or if you act in an abusive or offensive manner. We will give you reasonable notice before we stop acting for you and reserve the right to remove ourselves from the court record as acting for you if applicable.
- 12.4. If you or we decide that we should stop acting for you, or for any reason this matter does not proceed to completion, we will charge you for the work we have done and, where appropriate, for transferring the matter to another adviser if you so request. This will be calculated on the basis set out in the engagement letter. If your matter is done on a fixed fee basis then this will be limited to the fixed fee amount unless you have been informed otherwise.
- 12.5. We are not responsible for reminding you about important dates and/or any deadlines after the termination of our appointment.