GARNER & HANCOCK SOLICITORS

Terms of Business

(PLEASE LET US KNOW IF YOU NEED THIS IN LARGER PRINT)

LAST UPDATED: JULY 2026

This document is to help you to understand the basis on which we act for you. Please let us know if any of it is unclear to you. It must be read with the Client Care Letter as this will contain specific terms relating to your matter including costs estimates. These terms of business will apply to any service we provide to you.

In these terms of business, the terms "we", "us", "our" and "Garner & Hancock" are, where the context requires, used to refer to Garner & Hancock Solicitors Ltd. (company number 09442598) whose registered office is at 8 Church Street, Isleworth, London TW7 6XB. Our office address may change from time to time. The most up-to-date details are available on our website or upon request. The terms "you" and "your" refer to our client. We are registered for VAT purposes. Our VAT registration number is: 898 7135 58.

These terms of business apply to provision of services under Garner & Hancock, Garner & Hancock Solicitors, Adams Delmar and Adams Delmar Solicitors which are trading names of Garner & Hancock Solicitors Ltd. www.garner-hancock-hub.co.uk and www.garner-hancock-hub.com are also a trading name of Garner & Hancock Solicitors Ltd.

With effect from 31 March 2026, all work previously carried out under Adams Delmar Solicitors is undertaken by Garner & Hancock Solicitors Ltd.

Your contractual relationship will be with Garner & Hancock Solicitors Ltd.

These terms of business may be revised from time to time and a copy will be sent to you to replace these, and the revised terms of business will apply from the date you receive them. You are of course free to terminate the arrangement between us if you do not accept the revised terms of business.

OUR SERVICES

Scope of our Services

The scope of the services we have agreed to provide for you in any matter will be agreed between us and confirmed in our Client Care Letter. You agree that you do not require us to provide you advice on further services in relation to any aspect outside of the scope of the services so agreed.

Level of service

We will regularly update you by telephone, in writing, or in an online portal with progress on your matter, following key events or stages in your matter. We will always endeavour to communicate with you in plain language.

We will update you on the cost of your matter and/or at least six months and/or at agreed events. Whenever there is a material change in circumstances, we will update you on whether the likely outcomes still justify the likely costs and risks associated with your matter. We will continue to review whether there are alternative methods by which your matter can be funded.

We will update you on the likely timescales for each stage of this matter and any important changes in those estimates.

Joint Instructions

Where you and another client jointly instruct us to act in a matter, we will assume that either of you are authorised to give us instructions, unless either of you advise us otherwise. In addition, as matters progress, we may need to act on instructions of other people from whom we consider it is reasonable to take instructions to progress the matter within the timescales set. Unless informed of any change, we will assume that this remains the case until our work is completed. Upon receiving joint instructions either party can independently of each other allow a third party to be copied into correspondence. We are obliged to share all information given by one party with the other. If you do not wish us to do this, then we may not be able to continue acting.

You as our Client

You confirm that you are acting as principal and not as an agent for anyone else.

Advice rendered by us is provided for your benefit and solely for the purpose of the instructions to which it relates. It may not be used or relied on for any other purpose or by any person other than you without our prior written agreement.

Provision of Information

To assist us in conducting the work as efficiently as possible, you will need to ensure that all information provided is to the best of your knowledge complete, accurate and up to date. You should also notify us of any changes or variations to that information which may arise after the date it is passed to us and of any new circumstances that might be relevant to the work we are undertaking.

Online hub

In addition to our traditional means of communication, we provide certain legal services through our online hub at garner-hancock-hub.co.uk and garner-hancock-hub.com, garner-hancock.co.uk, adamsdelmar.co.uk and through other branded client portals (together, our "Online Hub"). Where you use our Online Hub, you may be asked to: provide your instructions by completing a form online; make payments to us online; provide identification and verification documents online; sign documents electronically; and book appointments with us electronically. These terms of business, including the provisions relating to confidentiality, data protection, identification and verification, and electronic communications, apply equally to any instructions given, payments made, documents signed, or appointments booked through our Online Hub.

The use of our Online Hub, including the completion of questionnaires, uploading of documents or making of payments, does not of itself create a solicitor-client relationship. A retainer will only arise once we have confirmed that we are able to accept your instructions. Where you sign a document electronically, including through our Online Hub or a third-party e-signature platform we use, this will be treated as validly executed and will have the same effect, and be as binding on you, as if you had signed it by hand.

Setting our standards

We believe that effective communication with our clients is very important, and we will endeavour to keep you up to date as your matter progresses. We do expect you to provide us with clear, timely and accurate instructions. If you delay, it may cause a delay to the progression of your matter and may also increase your costs.

Unless specifically agreed with you in writing, we will not provide you with any tax, financial or accountancy advice in relation to your matter. It is important for you to note that this includes advice in relation to stamp duty. If you receive any advice or recommendation from a third-party adviser that may have a bearing on a matter we are handling for you, you must ensure that such advice is communicated to us in writing as soon as possible. We further warn our clients at the request of our Regulator, to exercise caution if/when approached by companies that claim to offer help with stamp duty land tax (SDLT) refunds.

Vulnerable Clients

We are committed to supporting clients who may be vulnerable. If you have any specific needs or require information in a different format, please let us know and we will make reasonable adjustments to assist you.

Your right to cancel

Where you instruct us as a consumer (that is, otherwise than wholly or mainly for the purposes of your trade, business, craft or profession) other than at our offices — for example, through our Online Hub, by telephone, or by post — you may have a right to cancel your instructions within 14 days of accepting these terms of business, without giving any reason, under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

We will generally ask you, in your Client Care Letter, to expressly request that we begin work on your matter immediately and to acknowledge that: (a) if we fully perform the service before the 14-day period ends, you will lose your right to cancel once it is complete; and (b) if you cancel before the service is fully performed, you will remain liable to pay for the services provided, and any expenses incurred, up to the point of cancellation. The specific wording of that request and acknowledgement will be set out in your Client Care Letter, and by agreeing to it you waive your right to cancel to the extent described there.

If you have not agreed to waive your rights to cancel your instructions to us, you may cancel your instructions within the 14-day period by notifying us clearly, for example by email, or through our Online Hub.

RESPONSIBILITY FOR WORK

Your solicitor is/are the person(s) usually named in the Client Care Letter. Your solicitor has overall responsibility for managing your matter and your relationship with us but may be assisted from time to time by trainee solicitors, paralegals, or legal assistants. Solicitors may be supervised by senior solicitors and partners. Over the course of your matter the designation of fee earners can change e.g. from trainee solicitor to solicitor; consequently hourly rates will also change for that fee earner. Please note that we will notify you if the solicitor handling your matter changes.

REGULATION

We are authorised and regulated by the Solicitors Regulation Authority (SRA). Our SRA number is 628313.

The SRA is the independent regulatory arm of the Law Society of England and Wales, our professional body. Our firm and our solicitors are governed by Codes of Conduct and other professional rules. For further information on the role of the SRA and the rules and regulations that apply to our services, please visit www.sra.org.uk.

Garner & Hancock Solicitors Ltd., a limited company under the Companies Act 2006 with company number 09442598. Where reference is made in these Terms of Business or any record or instructions or correspondence or in the context of providing goods or services to a "partner" of Garner & Hancock Solicitors, the term "partner" indicates a director of Garner & Hancock Solicitors Ltd. or solicitor with equivalent standing. It is not to be construed as indicating that the members of Garner & Hancock are carrying on business in partnership for the purpose of the Partnership Act 1890.

A list of our directors and their professional qualifications is open for inspection at our registered office.

CONTACTING US

Our registered office is 8 Church Street, Isleworth, London TW7 6XB. Our office address may change from time to time. The most up-to-date details are available on our website or upon request. Our Hampton office is located at 56 Ashley Road, Hampton, London TW12 2HU. The normal hours of opening in our Isleworth office are between 09.30 and 17.30 on weekdays. The normal hours of opening in our Hampton office are between 09.00 and 17.00 on weekdays. Appointments can be arranged outside those hours when essential to the interests of a client.

PROFESSIONAL INDEMNITY

In the interests of our clients, we maintain compulsory professional indemnity insurance to a total level of £3 million pounds.

Our insurers are Globe Underwriting Ltd. and their contact details are: One Lime Street, London, EC3M 7HA. The territorial limit under our policy with Globe Underwriting Ltd. is worldwide. The Law & Jurisdiction is England & Wales. A full hard copy of our insurance and schedules are available to view at our main office address.

COMPLAINTS

We are committed to high quality legal advice and client care and aim to offer all our clients an efficient and effective service, and we are confident that we will do so in this case. However, if you would like to discuss how the service to you could be improved, the level of your bill, or should there be any aspect of our service with which you are not satisfied, please contact our Client Relations Team at info@garner-hancock.co.uk or by post to our registered office. Your complaint will be handled by a senior member of the firm who is independent of your matter. We have a procedure in place which details how we manage complaints, and this will be immediately sent to you.

If you would like to see a copy of our complaint's procedure at any other time, please download the policy at https://garner-hancock.co.uk/about-us/policies-program-and-pricing/our-complaints-policy/.

We have eight weeks to consider your complaint. If for any reason we are unable to resolve the problem between us within that timeframe, then you may ask the Legal Ombudsman to consider the complaint.

Please be aware that any complaint to the Legal Ombudsman must usually be made within six months of your having received a final written response from us about your complaint. Complaints to the Legal Ombudsman must usually be made within one-year of the act or omission about which you are complaining occurring or from when you should have known about or become aware that there were grounds for complaint. If the act or omission or your awareness of the act or omission took place before 5 October 2010 then the complaint cannot be referred to the Legal Ombudsman.

For further information, you should contact the Legal Ombudsman at PO Box 6167, Slough SL1 0EH or on 0300 555 0333 or visit: www.legalombudsman.org.uk

If you think a solicitor might be dishonest or have concerns about their ethics or integrity, you also have the right to notify our regulator, the Solicitors Regulation Authority (SRA). There are no time limits for making a report but there are limits on what the SRA will consider. Please note that the SRA is not able to deal with issues of poor service (complaints of this nature should instead be referred to the Legal Ombudsman). For further information about the SRA's role, please visit: https://www.sra.org.uk/consumers.

You should also be aware that not all clients are entitled to have their complaint considered by the Legal Ombudsman as the service is only open to individuals, small businesses, charities, clubs, and trusts. Please check the Legal Ombudsman's website for more information.

OUR CHARGES

Professional Fees

All legal charges are made up of three main elements: our costs, expenses paid on your behalf and VAT. Currently, the VAT rate is 20%. If you believe that you are exempt from VAT, you will need to bring this to the attention of the fee earner with conduct of your matter.

The hourly rates applicable to your matter and/or the level of fixed fees will be confirmed to you in our Client Care letter. We may from time to time review our charging rates and will notify you immediately in writing of any changes which are applicable to your matter. Where our hourly rates apply, all time spent by anyone working on your matter is recorded on the computer and charged in six-minute units at an hourly rate based on the experience of the person doing your work. This hourly rate applies to all work done on your behalf including drafting documents, attending meetings and court, telephone calls, reading and drafting letters, emails and meeting notes, taking statements from witnesses and any travel time. Our fees are based on the time spent, and any fixed or minimum level of charge we have indicated to you.

Our current rates from time to time may not be appropriate in cases of exceptional complexity or urgency or where specialist knowledge is required. Where it becomes apparent that such circumstances exist, we will notify you of this.

Further information on our pricing, including indicative costs for certain services, is available on our website in accordance with the SRA Transparency Rules.

Client Engagement Fee

When we take on a new client, we charge a **Client Engagement Fee**, which covers initial administrative costs, onboarding, and preliminary case assessments. The fee amount **varies by department** and will be outlined in your **Client Care Letter**/Client Engagement fee policy.

- This fee is **separate from legal costs and disbursements** and is required before substantive work begins.
- In some cases, this fee may be **credited towards your final bill**, but it is otherwise non-refundable unless otherwise agreed by us in writing.
- In some cases, this fee may be credited towards your final bill. If you choose not to proceed after engagement, we reserve the right to retain all or part of this fee to reflect the work undertaken and administrative costs incurred.

Matter not concluded.

Unless otherwise agreed in writing, our fees are payable whether or not a matter is successfully concluded. If any matter does not proceed to completion for any reason during the period in which we are instructed, then we will be entitled to charge for work done on an hourly basis plus expenses as set out above but, at our absolute discretion, we may waive part or all of such entitlement to fees.

Estimate of Costs

We will provide you at the outset of the matter with the best possible information on our costs and will update this information as the matter progresses. If our work is not undertaken at a set fee, you will be provided with our fee estimate which will be based on our knowledge of your case at the time. As your matter progresses, we may update our fee estimate. You will be informed of any updates to our fee estimate in writing.

If extra time is necessary because of unexpected difficulties, or if for any other reason our original estimate is exceeded, we reserve the right to amend our estimate, and you will be notified of this. If during the course of your matter you would like details of the costs incurred to date, we will be pleased to supply this to you.

Limits

The final bill will be a product of the amount of time our fee earners spend on the matter and our agreed fee rates; any estimates provided are neither intended to be a cap nor a target billing figure. Therefore, if significant further work is required in addition to that currently envisaged or if the timetable is extended significantly, our fees will be greater than our indicative estimates. Should it become apparent at any time during the matter that significant further work will be required, we shall of course let you know.

Fixed Fee

In property transactions, in the administration of estates and in transactions involving a substantial financial consideration or benefit to the client, our fees (including any fixed fee) may be calculated both by reference to the time spent and also by reference to a value element based on e.g. the price of the property; the amount of the mortgage advance; the size of the estate; or the value of the financial benefit. The value element reflects the importance of the transaction and the consequent responsibility falling on us as a firm, including how it will be calculated and the amount to be charged. If this applies to you it will be mentioned in the Client Care Letter.

More generally, we may offer you a fixed fee as an alternative to charging by reference to our hourly rates in most of the matters we handle, including probate, contentious probate, dispute resolution, and family law. Our online services (see "Online Hub" above) may also be provided to you on a fixed fee basis. A Client Engagement Fee may or may not apply to the provision of online services, or where we otherwise agree a fixed fee with you; this will be confirmed to you in your Client Care Letter.

Third Party responsibility

If another person has agreed to pay all or part of our charges or expenses, you will remain liable for those costs and disbursements. We may at our discretion issue invoices to a third-party funder. You accept that we may keep that third party informed about the progress of any dispute and the costs and expenses which are incurred. Third party funding may be provided, for example, under an insurance, legal expenses or public liability policy.

If we have not been notified about third party funding, we shall proceed on the basis that no such funding is available to you. While we will endeavour to advise you about your options, it is your responsibility to establish whether any source of third-party funding is available to you.

We do not carry out Legal Aid work.

Disbursements

We may need to incur third party costs on your behalf. This can be for court and other fees, searches, barrister's, accountants and other third parties' fees and other expenses which are incurred while we are acting on your behalf. In such circumstances we may ask you from time to time for a general or specific payment on account of meeting such costs in whole or part. We will include the full amount of these disbursements on our itemised invoices to you (including VAT as appropriate) along with a description showing the nature of the charge incurred. We shall not be obliged to incur any such payment on your behalf without receipt of funds from you. Any sum provided by you will be held in our client account until the expenses are incurred. Upon payment of any such expense by us from our business account we shall be entitled to transfer the whole or any part of the sum you have provided to us as appropriate to our business account to reimburse us for the expenditure we have incurred on your behalf. Any sum which is not expended shall either be reimbursed or credited against our fees as appropriate.

We will charge you for incidental expenses including documents reproduction, search fees, couriers, travel, accommodation, and bank transaction costs. If we need to use a firm of experts, agents or other professional advisers (including our associated offices or chosen firm on other jurisdictions), then that organisation may have its own terms of business that will apply to their work. Before instructing them, we will seek to obtain a quotation or estimate of costs from them together with any applicable terms so that we can provide you with details of these.

All transfers between client and office account will be done in accordance with our regulatory obligations (including those set out in Rule 5 of the SRA Accounts Rules). For more information, see: https://www.sra.org.uk/solicitors/standards-regulations/accounts-rules/

BILLING ARRANGEMENTS

Timing of bills

We will normally send you a final bill for the settlement of our services at the end of the matter. However, if the matter is ongoing, we may render interim bills at monthly or other agreed intervals.

Interim billing

We may submit interim invoices to you for work we have conducted at any time during a matter.

Interim invoices are typically submitted by us at regular intervals, when the cost figure reaches a pre-determined amount or when the person handling your matter decides it would be appropriate to do so.

We believe this is in our mutual interests as it enables you to budget for costs and keep track of them.

Payments on account for our fees and disbursements

We may ask you to pay sums of money from time to time on account of anticipated fees as well as disbursements set out above. We will offset any such payments against your final or interim bill. Total fees may be greater than any advance payments.

Settlement of Bills

Our invoices must be paid by you when due. Invoices/bills are to be settled in full within 14 days of receipt.

We may charge interest on unpaid bills from 14 days of delivery of the bill on a daily basis at statutory rate (currently 8%).

In relation to non-contentious costs, we are entitled to charge interest on unpaid bills at the rate payable on judgment debts from one month after delivery of the bill in accordance with Article 5 of the Solicitors' (Non-Contentious Business) Remuneration Order 2009. We reserve the right to charge interest on any outstanding amounts at the statutory rate (currently 8%).

If any payment on account is not made or a bill is not settled in accordance with our terms of business terms, we reserve the right to decline to continue to act further for you and carry out any further work.

Concerns over your bill

If you are not satisfied with the amount of our fees, please contact us. Objections about the amount of our fee will be handled by way of our complaints' procedure.

If you remain unhappy about the level of our fees you may be able to make a complaint to the Legal Ombudsman (as more particularly set out above).

Lien over papers and documents

We are entitled to retain your file of papers, recordings and documents while there is money owed to us by you.

Client account

We operate a client account facility which allows for money to be held or transferred in relation to a matter we are working on. However, the facility is operated at our discretion, and any unauthorised receipts will be held pending further investigation or returned to the sender. Therefore, we ask that you give us advance warning of any payments to our client account.

Any client money we hold on your behalf in our client account or on deposit is afforded the protection under the Solicitors Act 1974.

Client monies will normally be held by us in a general client account with our primary banker, Barclays Bank PLC in the name of Garner & Hancock Solicitors Ltd.

For your information and should you be asked to make a payment to our client account, the account details are confirmed as follows:

Account holder: Garner and Hancock Solicitors Ltd.

Sort code: 20 72 33

Account number: 03818705

Swift Code: BUKBGB22

IBAN: GB13 BUKB 2072 3303 8187 05

Cash payments

We are unable to accept any cash payments. If you circumvent this policy by depositing cash direct with our bank, we reserve the right to charge for any additional checks we deem necessary regarding the source of the funds. Where we have to pay money to you, it will be paid by a bank transfer. We have the right to enquire as to the source of the funds or refuse to receive it from a third party. We are also obliged by law to report any reasonable suspicions about instructions received transactions and activities to the regulatory authorities. This may affect our relationship with you, as far as confidentiality is concerned.

Client interest

When we hold money on your behalf in our client account, in accordance with the SRA Accounts Rules, it is our policy that we will pay you a sum of money in lieu of interest on a fair and reasonable basis.

A sum in lieu of interest will be payable on amounts held in our general client account on the following basis:

1. The period for which interest will be paid normally runs from the date the funds are received by us cleared in our account until, where paid electronically, the date when the funds are sent or, where paid by cheque, the date(s) on the cheque(s) issued to you.
2. We have to ensure that client money is immediately available which affects interest rates.
3. The rate of interest paid to clients will be calculated on a fair and reasonable basis considering Barclays Bank Plc's interest rates payable on our Client Account.
4. All sums that are paid to you will be paid as a gross amount and it is your responsibility to notify HMRC of any income tax due.
5. We will not account to you for any sums in lieu of interest in the following situations:
   (a) On money held for the payment of a professional disbursement if the person to whom the money is owed has requested a delay in settlement.
   (b) On money on an advance to us to fund a payment on your behalf in excess of funds already held for you.
   (c) Where the total amount of interest calculated over the course of the matter is £100 or less.
   (d) No interest will be paid if funds have been held for three months or less.
   (e) Otherwise, where there is an agreement to contract out of the provisions of this policy.

It is extremely unlikely that we could be held liable to you if any money held in our client account is lost due to any failure in the banking system including bank collapse. However, you may be entitled to make a claim against the Financial Services Compensation Scheme (FSCS) in the event of failure of the bank. The amount of compensation which the FSCS can pay out is limited to £120,000 (subject to some restrictions). We may be able to make a claim to FSCS on your behalf. If we do so, we will, subject to our obtaining your consent, give certain client information to FSCS to help them identify you and any amounts to which you are entitled.

CYBERCRIME AND EMAIL FRAUD

It is unfortunate that Cybercrime and email fraud targeted at law firms and their clients is on the increase. Fraudsters are using very sophisticated methods to manipulate IT and intercept communications.

Confirmation of our bank details

Our bank account details are confirmed in this document. We do not intend to change our bank account details during the course of dealing with your matter so the account details we have confirmed in the body of these terms of business will stay the same throughout the lifetime of your matter.

We will only notify you of changes to important business information, including bank account details in official correspondence which will be sent by postal mail or email. We will not telephone you to notify you of any changes to our client account details. However, we may telephone you to confirm the new account details already provided to you in writing.

If you ever received any other communication purporting to come from us and which purports to change our bank account details or to request that you send funds to another account, please do not rely on this and immediately contact the person at this firm handling your matter by telephone. Even if the request appears to have come from us, you must never send funds to another account unless you have verified this with us.

When we send money to you, we will call you on a trusted telephone number (usually one taken from you at the outset of the matter) to confirm the payment before we send funds. The reason that we do this is to reduce the risk of fraud. If we are unable to verify your bank details by telephone, we may use a third-party verification system in which case the costs of such a verification may be passed to you.

Sending funds to our bank account

Prior to transferring any funds to our account, we recommend you contact us to verify our account details. Wherever possible, you should contact the person at this firm handling your matter by telephone.

Online and card payments

In addition to bank transfers, we accept payment from you online. This may be through our Online Hub, or by following a secure payment link included in an invoice or email we send you. Payments made in any of these ways are processed using a secure third-party payment gateway rather than by direct bank transfer, and the steps set out above for verifying our bank account details by telephone do not apply, as no bank details are exchanged between us. Before entering any card or payment details, you should check that you are on our genuine website or Online Hub (see "Online hub" above) and that any payment link or request has been sent from a genuine email address of ours and should be alert to the risk of fraudulent copies of our website or fraudulent payment requests purporting to come from us.

Our firm sending funds to you.

We may not agree to send any funds to you unless it is to a pre-agreed bank account which we have verified. We cannot take any responsibility for any losses where funds are transferred to other accounts that have not been verified by us. You must take care to protect your own data and bank account details. Confirming your bank details by email should be avoided.

For all new matters, the person with conduct of your matter will contact you by telephone to verify your bank account details, prior to our sending funds to you. We are sorry if this causes any delay to the processing of payments, but we do consider that these steps are necessary to help protect you and your money from fraud.

If you are a long-standing client of the firm and/or a client to whom we have previously transferred funds and your bank account details have not changed, we will rely on our previous transactions rather than contact you via telephone for verification unless circumstances exist which increase the level of risk or we otherwise consider it appropriate to do so.

INVESTMENT

Sometimes the work we are likely to carry out for you can involve investments. We are not authorised by the Financial Conduct Authority (previously the Financial Services Authority) and so may refer a client to someone who is authorised to provide any necessary investment advice. However, we can provide certain limited services in relation to investments provided they are closely linked with the legal services we are providing to a client, as we are members of the Law Society of England and Wales.

Our recommended independent financial advice provider Paladin Advice is a trading style of Paladin Financial Consultancy Ltd which is registered in England and Wales under number 14489381 with a registered office of Highfield, Church Lane, Droitwich WR9 7NW. Paladin Financial Consulting Ltd is an appointed representative of Rosemount Financial Solutions (IFA) Ltd which is authorised and regulated by the Financial Conduct Authority under reference number 535515. If you decide to proceed with Paladin Advice, we must inform you that our arrangement with them could result in a fee being payable to us which we may share with our team members. This would be at no cost to you, nor does it increase the cost of service provided by the Advisor or Garner & Hancock Solicitors. We are committed to conducting our services with utmost transparency. Therefore, when relevant we would be happy to provide you with further details of our arrangement with Paladin Advice. You are of course free to source your own preferred financial advisor and there are also numerous websites you can consult such as www.unbiased.co.uk.

If we recommend a referral to Paladin Advice or any other firm, IFA, agency or business to provide you with investment advice, we shall do so in good faith, but we shall not be responsible for the advice provided by that third party. If we have any introducer arrangement, furthermore, if that firm, agency, or business is not another firm of solicitors you will not be afforded the regulatory protection of the SRA and shall not be entitled to the benefit of the SRA Compensation Fund.

The Law Society of England and Wales is a designated professional body for the purposes of the Financial Services and Markets Act 2000 but responsibility for regulation and complaints handling has been separated from the Law Society's representative functions. The Solicitors Regulation Authority is the independent regulatory arm of the Law Society, and the Legal Ombudsman is the independent complaints-handling arm of the Law Society. If you are unhappy with any investment advice you receive from us, you should raise your concerns with either of those bodies.

INSURANCE

We are not authorised by the Financial Conduct Authority (formerly the Financial Services Authority). However, our firm is included on the FCA Register so that we can carry on insurance distribution activity, which is broadly the advising on, selling and administration of insurance contracts. This is part of our business, including arrangements for complaints or redress if something goes wrong is regulated by the Solicitors Regulation Authority. The register can be accessed via the Financial Conduct Authority website at www.fca.gov.uk

We do not generally sell or advise on insurance policies except those that are required in relation to our conveyancing, litigation and probate practices. In conveyancing work, clients may encounter a problem that can be overcome by the taking out of a suitable insurance policy such as to protect against a defect in the title to a property. Similarly, in litigation, 'after the event' insurance may be obtained by us on behalf of a client to protect against the costs the client may incur when making a claim. In addition, clients dealing with a deceased person's assets may need to obtain insurance products such as a home insurance. Should we identify a problem that cannot readily be overcome without taking out such a policy, we will inform clients at the appropriate time.

If we are requested to recommend an insurer, we will advise the client about the range of legal indemnity insurers we have checked before recommending a particular policy and, if it is not on a fair market analysis, we will explain the basis upon which the recommendation has been made and will check the suitability of any such policy. If we are requested to assist in arranging of any insurance on behalf of our client, will inform the client of all necessary information by means of a written "demands and needs" statement, if appropriate.

If you do not have the benefit of legal fees insurance through an existing policy and your case has sufficient merit, it may be possible to obtain after the event ("ATE") insurance cover against your obligation to pay your opponent's costs if your case is unsuccessful. Such cover, when provided, often does not require a premium to be paid until the conclusion of the case, but the premium is not recoverable from your opponent as part of your costs if the claim is successful. If your case if unsuccessful, the policy, in addition to paying your opponent's costs, often insures the premium. We have established contacts with a reputable ATE insurer which we contact if your case has sufficient merit and you instruct us to do so. Please note that we do not act as an insurance broker and at all times you are free to contact such a broker yourself or instruct us to do so on your behalf to seek quotations for such cover. We will charge you for the time we spend in dealing with insurers and/or brokers in seeking and/or obtaining such ATE insurance.

It is possible to pursue or defend most types of case under a conditional fee agreement or damages-based agreement (also known as a contingency fee agreement). We do sometimes enter into agreements of this kind and so please let us know at the outset of the matter if you would like to explore this possibility further. We shall only consider a case on a "no win no fee" after advice from a barrister about the merits of the case.

LIMITATION OF LIABILITY

Reliance by third parties

Advice rendered by us is provided for the purpose of the instructions to which it relates and for your benefit. It may not be used or relied on for any other purpose or by any person other than you without our prior agreement.

Liability in respect of other parties

We will use all reasonable endeavours to ensure that all information provided by us is accurate, but we cannot account for the accuracy of information provided by or obtained from third parties. We shall not be liable for any decision made or action taken by you, or others based upon reliance on or use of information or advice provided by or obtained from third parties.

Where we are asked to recommend the services of another advisor or service provider, we will do so in good faith, but without liability and without warranting the ability or standing of that person or firm. We will not be responsible for the quality of the services provided by that person or firm.

Limitation of our liability

Our liability to you for a breach of your instructions shall be limited to £3 million unless we expressly state a higher amount in the letter accompanying these terms of business. 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 profits or opportunities.

We can only limit our liability to the extent the law allows. In particular, we cannot limit our liability for death or personal injury caused by our negligence.

CONFIDENTIALITY

Solicitors are under a professional and legal obligation to keep the affairs of clients confidential unless you instruct us to disclose information, or we are compelled to disclose it by law. We may however disclose confidential information to our insurers, our auditors, our chartered accountants, our legal cashiers, any auditors we may instruct for the purpose of any externally accredited quality mark or other professional advisers upon them. We will not pass on to you any confidential information about the affairs of any other client.

Our duty of confidentiality to you is subject to any disclosures we are required to make in good faith to the police, governmental, regulatory, or supervisory authorities in relation to any statutory or regulatory obligations. In particular, we are required, without your knowledge or consent, to report any awareness or suspicion of money laundering in relation to the proceeds of any crime. We can also be ordered by the Government Agencies to disclose information and answer questions about your private affairs, again without your knowledge and consent.

Our duty of confidentiality does not apply to a disclosure we make to our insurers pursuant to the terms of our professional indemnity insurance policy. In the event of a claim, complaint or the notification of a circumstance which may give rise to a loss or claim, we are obliged to make a notification to our insurers, and this may necessarily result in your file being disclosed to our brokers or insurers.

Recording of Meetings

Our general policy is to record every client meeting. We may record meetings (such as those conducted in person, via Microsoft Teams, Zoom or other platforms) for the purposes of:

- Maintaining an accurate record of discussions.
- Compliance, training, or quality assurance.

If you do not wish for your meeting to be recorded, please notify us prior to your meeting.

Data Protection & Storage:

- Any recordings will be stored securely and retained **only for as long as necessary**, in accordance with our **Data Protection Policy**.
- Recordings are **confidential** and will not be shared with third parties unless required by law or regulatory authorities.
- Recordings may be transcribed with the assistance of AI, subject to the same security and confidentiality safeguards described in this clause.

Important: These recordings do not replace written legal advice. Clients should rely on formal written correspondence for key legal matters. Where a client chooses not to obtain written legal advice, they acknowledge that recordings of meetings are not a substitute for formal written legal advice.

USE OF ARTIFICIAL INTELLIGENCE (AI)

We use artificial intelligence (AI) technology to assist us in delivering legal advice and services to our clients. We use secure, subscription-based AI platforms to assist us with this. All AI-generated material is reviewed by a qualified member of our team before it is relied upon or sent to you, and responsibility for the advice you receive remains with us. As referred to under "Recording of Meetings" above, our client meetings are generally recorded, and these recordings are transcribed with the assistance of AI. Any personal data processed by our AI platforms is handled in accordance with our Data Protection Policy and Privacy Policy and is subject to the same confidentiality obligations. We do not permit the AI platforms we use to use your confidential information or personal data to train their underlying models for the benefit of other users.

Our Online Hub might also include an AI-assisted tool (a bot) to help you complete our forms and questionnaires. This tool is provided to assist with data entry only. It does not provide legal advice, and nothing generated by it should be relied upon as legal advice; advice on your matter will only be given by a qualified member of our team.

CONFLICT

An actual or potential conflict between your interests and the interests of another client of the firm may arise during the course of a matter. If this situation arises during our dealings with you, we will discuss the position with you and determine the appropriate course of action.

EQUALITY & DIVERSITY

We are committed to promoting equality and diversity in all of our dealings with clients, third parties and employees. A copy of our Equality and Diversity Policy is on our website.

DATA PROTECTION

How we use your data

We are registered as a Data Controller with the Information Commissioners Office. We will use the information that you give us to provide you with legal services, as per your instructions. We will keep your information confidential and will only use it for the purpose(s) for which it was provided or as is permitted in law (i.e. for dealing with complaints or regulatory investigations).

Outsourcing of our services

Sometimes we have outsourcing arrangements with external companies which cover a range of services including, but not limited to secretarial and administration support, credit control and tele-conferencing facilities to ensure that our services are provided promptly and efficiently. Personal data and confidential information that we hold may be passed to these providers in order for them to undertake these services. In doing so we will always take care to ensure that your information remains confidential and safe. We have appropriate data protection and confidentiality arrangements in place with each of the providers.

Sharing information

Occasionally, we may need to share some or all your information with our quality assurance auditors or other external auditors for the purposes of their assessment of whether we are adhering to quality standards. In particular, our files may need to be assessed for quality purposes by a Lexcel or Conveyancing Quality Scheme assessor and your file may be one of a sample which is to be assessed. Any examination will be strictly controlled and will be shared for the sole purpose of ensuring that our handling of your matter meets the requirements of the quality standard.

We may have to share some or all of your information with other third parties. This may include barristers, experts and other third parties who we need to instruct to assist us with your matter. We may also have to share information with the Legal Ombudsman (if you complain about our services) and the Solicitors Regulation Authority (the statutory body that regulates solicitors). In doing so we will always take care to ensure that your information remains confidential and safe. We will liaise with you during your case about which experts, barristers and other third parties we instruct on your behalf.

We may wish to contact you in the future about our other services. Please let us know if you are happy to receive that information. To inform us of your preference, you are invited to tick the relevant box in the notice provided with your Client Care Letter and return it to us.

Your Rights

You have rights as a Data Subject under the General Data Protection Regulation as incorporated into the law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 (and known as the UK GDPR) and the Data Protection Act 2018.

Our Privacy Policy which is available on our website at https://garner-hancock.co.uk/about-us/importance-of-privacy-and-security-for-our-clients/ contains important information on how and why we collect, process and store your personal data. It also explains your rights in relation to your personal data.

Your rights include the right to be informed what information we hold about you which is known as a data subject access request (although obviously it is likely that you will have provided us with such information as we hold).

You also have the right of access and to request a copy of any information about you that we hold at any time. You also have a right of rectification and, in particular, to request that information is corrected if it is inaccurate.

There are also other rights available to you, but these may be limited to a certain extent should you become a client as we may have overriding regulatory duties with respect to handling of your data for the purposes of providing services to you.

In particular, you may have a right of erasure (also known as the right to be forgotten). In certain circumstances, this allows you to request that we erase your personal data. This is not an absolute right however and, once you become a client of our firm, we will be required by our regulators and for legal purposes to retain some of your personal data and other information within casefiles (for retention periods, please see below).

If you are concerned about our handling of your personal data, there are also other rights available to you: a right to restrict processing; a right to data portability; a right to object and to request we stop processing your personal data; and a right in relation to automated decision making and profiling.

Importantly, you also have rights to complain to the Information Commissioner's Office if you feel that your data is not being handled properly.

For information on how your information is used, how we maintain the security of our information, and/or to exercise any of your data rights as explained above, please contact us. Similarly, if you wish to make a complaint in relation to our handling of your data, such as any potential data breach, then please contact us at the earliest opportunity.

Further Information about your data rights and how to exercise them is set out in our Privacy Policy (see above about how to access that). Further details are also available by visiting the Information Commissioner's Office's website at: https://ico.org.uk/your-data-matters/.

Please mark your enquiry, request or complaint for the attention of our Data Protection Officer and the person in this firm responsible for data protection. All enquiries and requests can be sent to them by emailing info@garner-hancock.co.uk.

How long will we hold your data?

We will only hold your information for as long as necessary to provide you with legal services and then for only so long as we are required either contractually or under our regulatory obligations. This will generally be six years after the end of your matter. For some cases, for instance where you or a named party are currently under the age of eighteen, we may decide that we are required and/or it is proper and appropriate to keep your data for longer than this period, but we will notify you if we believe that your case falls into this category.

* e.g., is the client or a subject of any proceedings is a minor then the file should generally be retained until that minor reaches at least 25 years of age (this being 6 years after them reaching the age of eighteen). If this applies then confirm this separately such as in the client care Letter.

After the designated retention time, we will confidentially destroy all information that we hold about you (in accordance with the clauses below relating to storage and retrieval) other than your name, address and date of birth or other information which we will be obliged to continue to hold for the purposes of ensuring that we never act for another client where doing so would conflict with our obligations of confidentiality to you.

MONEY LAUNDERING, TERRORISM FINANCING AND PROLIFERATION FINANCING

Notification

Solicitors who deal with money and property on behalf of their client can be used by criminals wanting to launder money or other illegal purposes.

We also need to comply fully with anti-money laundering, counter-terrorist financing and counter-proliferation financing statutory and other regulatory requirements that apply to our sector.

We are under a strict legal duty to report any circumstances where we know or suspect that a client is involved with money laundering, terrorist financing or proliferation financing, to the National Crime Agency. If we make a disclosure in relation to your matter, we may not be able to tell you that a disclosure has been made or seek your consent. If we make a disclosure, we may also have to stop working on your matter for a period and may not be able to tell you why.

Identification & Verification

In view of the above, we may be required to identify and verify your identity as well as the identity of other persons such as directors or beneficial owners of a company. The majority of our identification checks are conducted electronically. Electronic checks are carried out using an accredited third-party identity verification provider.

We may also be required to carry out background checks on you as well third parties and to make detailed enquiries as to the source of funds being used in relation to transactions on which we are instructed to advise.

Depending on the type of matter and the particular circumstances of the instructions, we may ask you to provide us with proof of your identity, to make searches of appropriate databases and/or to obtain detailed information about the source of any funds or your financial circumstances and the sources of your income or wealth. This information will usually be requested at the outset of the matter and before any work can commence but it may also need to be requested again at other times during the matter, as appropriate.

We may also conduct an electronic database search and our charges for doing so (to include the fees incurred by us) will be recharged to you in our bill (please see our Client Care Letter or the list of our standard fees on our website for confirmation of the amount that you will be charged.

We are required to retain records of the identification obtained. We may delay, decline or cease to act for you if we have requested information to verify your identity or other aspects of the matter such as funding but there has been an unreasonable delay in providing it.

You must also not send us any money until we have told you these checks have been completed.

Subject to the provisions above in relation to liability, we shall not be liable for any loss arising from or connected with our compliance with any statutory obligation, or executing our internal procedures put in place to meet those obligations in good faith, or reasonable belief we may have, to report matters to the relevant authorities under the provisions of the money laundering, terrorist financing and/or proliferation financing legislation.

FINANCIAL SANCTIONS

The UK sanctions regime imposes serious and extensive restrictions on our dealing with clients (and other third parties) who are or become a designated person under the UK sanctions legislation. There are specific reporting obligations and prohibitions (with potential penalties) on carrying out certain activities or behaving in a certain way where financial sanctions apply.

As such, to determine if we can act for you in a certain matter or if there are any other reporting duties we need to comply with, we may also need to conduct additional verification checks on you, other persons such as directors or beneficial owners of a company as well as, potentially, other third parties such as counter-parties in a matter

MORTGAGE FRAUD

If we are also acting for your proposed lender in a conveyancing transaction, we have a duty to fully reveal to your lender all relevant facts about the purchase and mortgage. This includes:

- any differences between your mortgage application and information we receive during the transaction.
- any cash back payments or discount schemes that a seller is giving you.

REFERRALS

If your matter has been referred to us by a third party and/or we have a financial arrangement with that third party then we shall disclose all relevant details to you in our Client Care Letter including the name of the referrer and the amount of any payment we make to that third party for referring you to us.

If the third party is paying us to provide services to you, we will inform you in our Client Care Letter of the amount the third party is paying us to provide services to you and, where applicable, the amount you are obliged to pay the third party.

Despite any financial relationship with a third party, we will provide you with independent advice and you are entitled to and we hope that you will feel happy to raise questions with us about any aspect of your matter.

Any information you provide to us or any advice that we give you during your matter will not be shared with the third party unless you expressly agree.

However, please note that if we are acting both for you and the third party in this matter, we may have to stop acting for both of you if there is a conflict of interest

EMAIL COMMUNICATIONS

We will use email for communication with you unless you tell us not to.

There are some specific points of which you should be aware:

i. Communications over the Internet are not completely secure. You will have to guide us as to what should or should not be sent over the Internet.
ii. Viruses or other harmful devices may be spread over the Internet. We take reasonable precautions to prevent these problems by use of a firewall and virus checking software. If we are to communicate by email, it is on the basis that you will do likewise.
iii. Where remote meetings are recorded, we may provide you with a copy of the recording upon request. These recordings do not replace written legal advice, and clients should rely on formal written correspondence for key legal matters.
iv. We may also use electronic systems and cloud-based platforms to store and process your data. While we take appropriate security measures, electronic communication and storage carry inherent risks. By instructing us, you accept these risks.
v. While our security measures extend to other means of electronic communication, please be aware that our Online Hub is subject to the same security risks as communication by email.

TERMINATION

Termination by you

You may withdraw your instructions at any time by written notice to us.

Should your matter not be carried through to completion then a charge will be made in respect of the work that has already been completed based upon the fee structure that has been agreed. VAT or similar taxes will be payable on that amount, and you will also be billed for any disbursements incurred.

We will be entitled to keep all your papers and documents whilst there is money owing to us for our fees and expenses.

Termination by us

In some circumstances, we may consider that we ought to cease acting for you. We will only decline to act further for you where we have reasonable grounds to do so. Valid reason for us terminating our relationship with you and/or ceasing to provide services includes:

- failure by you to settle invoices in full on the due date or to make payments in advance when so requested.
- failure by you to give clear and proper instructions on how we are to proceed.
- if it is clear that you have lost confidence in how we are carrying out your instructions.
- if by continuing to act we would be in breach of the law or rules of professional conduct.
- you or an associated individual become a designated person under the UK sanctions legislation or there is an increased sanctions risk that cannot be managed to an acceptable level.
- if a conflict of interests arises.

This is not an exhaustive list. If we do cease to act for you then we will confirm in writing the reasons why and give you reasonable notice.

STORAGE AND RETRIEVAL OF FILES

At the end of the matter, we will be entitled to keep all your papers and documents while there is still money owed to us for fees and expenses.

At the conclusion of your matter, we will store your file of papers for a reasonable period of time. We would usually store casefiles for six years from the date of the final bill but reserve the right to determine the period of storage. Such papers or files may be stored in an electronic form (with the original paper version being destroyed as soon as it is scanned and saved as an electronic file).

There may be documents such as deeds or wills which we have agreed to deposit for you in safe custody or documents that you have otherwise asked to be returned to you. We will not destroy any such documents.

We store wills, Lasting Powers of Attorney and other similar documents for a fee. We also charge a fee for storing and archiving your other papers and documents regardless whether they are stored in their physical or electronic form. You will be advised of our storage/archiving cost in our Client Care Letter/Client Engagement fee policy. We do not always store clients' deeds and documents on our own premises but outsource our storage facilities to independent third parties.

We also reserve our rights to destroy your files and papers (whether electronic or paper based) after a reasonable period, without prior notice to you, unless we receive a written request from you during this period. At your request we will return any papers or property belonging to you which are not subject to a lien or otherwise being stored for safe keeping.

If we retrieve papers or documents or electronic data from storage upon your request a fee will apply. You may also have a right to be provided with a copy of personal data held by us as part of a legitimate subject access request (see the data protection section above). We reserve the right to make a charge for the retrieval or delivery of any stored files (including electronic data), papers or deeds or a charge based on the time we spend reading stored files, papers of deeds, writing letters or other work necessary to comply with your instructions. If charges are made, they would be based on our hourly rate applicable at the given time and/or any reasonable postage charges, where applicable.

THIRD PARTY RIGHTS

The Contracts (Rights of Third Parties) Act 1999 does not apply to the terms of our Client Care Letter with you or any subsequent amendment to it unless we expressly confirm in writing that it does apply.

ENFORCEMENT

In the event that these terms of business are held to be invalid, the remainder of the terms of business will remain in full force and effect.

GOVERNING LAW AND JURISDICTION

These terms of business shall be governed by, and construed in accordance with, the law of England & Wales.

The Courts of England & Wales shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning this agreement and any matter arising from it.

FUTURE INSTRUCTIONS

Unless otherwise agreed, and subject to the application of the current hourly rates at the time of your future instructions, these terms of business shall apply to any future instructions given by you to us. Your continuing instructions in this matter will amount to an acceptance of these terms of business.

IMPORTANT

The Client Care Letter to which these Terms of Business are annexed should be read together and by signing (including electronically, for example through our Online Hub or an e-signature platform) the form of acceptance at the bottom of our Client Care Letter, or otherwise confirming your acceptance online, you accept these Terms of Business.

As this is an important document, please keep your copy in a safe place for future reference.