

Newgate Solicitors

Terms of Business

Contract Date: *means the date you sign our Client Declaration*
Cancellation Period Ends: *14 days from the Contract Date (if applicable)*

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1. Newgate Solicitors

1.1 Newgate Solicitors ('the Firm') is constituted as a Sole Practitioner:

- (a) Head Office: 3a Galley House, Moon Lane, Barnet, London, EN5 5YL;
- (b) Phone Number: 0208 446 8774;
- (c) Fax Number: 0203 292 1853;
- (d) Email: asif@newgatesolicitors.com;
- (e) Web Site: www.newgatesolicitors.com;
- (f) Value Added Tax ('VAT') number: **190 2752 11**
- (g) Authorised and Regulated by the Solicitors Regulation Authority (SRA) under Identity Number: **617915**.

1.2 In these Terms of Business all first person terms such as 'we', 'us' and 'our' refer to the owners of the Firm and not to any Employee or Consultant personally or to any combination of Employees or Consultants collectively. By accepting these Terms of Business, you are entering into a contract with the owners of the Firm and not with any Employee or Consultant personally or with any combination of Employees or Consultants collectively.

1.3 We are bound by various professional rules of conduct (contained within the SRA Standards and Regulations 2019) which can be viewed at <https://www.sra.org.uk/solicitors/standards-regulations/> or by writing to 'Solicitors Regulation Authority, The Cube, 199 Wharfside Street, Birmingham, B1 1RN' or calling the Solicitors Regulation Authority's contact centre on 0370 606 2555 (inside the UK), 08:00 to 18:00, Monday, Wednesday, Thursday and Friday or 09:30 to 18:00 on Tuesday.

1.4 The SRA Indemnity Insurance Rules, in force from time to time, require us to take out and maintain Professional Indemnity Insurance with participating insurers. Information about the compulsory layer of Professional Indemnity Insurance we carry, including the contact details of our insurers and the territorial coverage of our insurance, are available in hard copy at our head office.

2. Terms of Business

2.1 These Terms of Business may not be varied unless agreed in writing and signed by the Principal. They should be read in conjunction with our Client Care Letter which sets out the basis on which we act for you and any documents referred to in that letter. Together these form the 'Contract' between us relating to each matter on which we advise you ("the Contract between us").

2.2 These terms, including the limits on our liability in clause 13, shall apply to all work done by us for you (and any work to be done in the future) unless we otherwise notify you in writing.

2.3 If any provision of the Contract between us is inconsistent with our legal obligations under the applicable laws then the applicable laws shall apply instead of those terms.

3. Excluded Advice

3.1 We do not advise on the laws and regulations of jurisdictions other than England & Wales (which includes retained EU law as defined by the European Union (Withdrawal) Act 2018).

3.2 Whilst we have a degree of understanding of taxation, we are not qualified to give any taxation advice in any form and where appropriate you should always take the advice of a taxation accountant. If you authorise us to proceed with any legal matter which has taxation implications, we will proceed on the basis you have sought appropriate professional advice. If you wish us to help you appoint an appropriate accountant, please ask.

3.3 We do not advise on welfare law, nor do we provide financial advice generally, or comment upon the welfare or financial implications of any matters upon which we advise. Nothing we may say to you or do should be taken as advice on the welfare or financial consequences of any decisions you make.

4. Your Duty to Retain and Preserve Documents

4.1 If now, or at any time in the future, any matter on which we act for you is the subject of formally contested proceedings, whether in the courts or other tribunals, you will almost certainly have to disclose documents, including electronic documents, relevant to the matter. You should ensure that you do not destroy or allow to be destroyed any documents that relate to such matter in any way (however slight you believe the connection may be), as your position in such proceedings could be seriously compromised if you do so.

5. Copyright

5.1 Unless we agree otherwise, all copyright which exists in the documents and other materials that we create whilst carrying out work for you will remain our property. You have the right to use such documents and materials for the purposes for which they are created, but not otherwise.

5.2 If you use such documents for any purpose other than that for which they were created we are not responsible to you for any losses that you may suffer as a result.

5.3 Unless otherwise required by law or court order, you agree not to make our work, documents or materials available to third parties without our prior written permission. Our work is undertaken for your benefit alone and we are not responsible to third parties for any aspect of our professional services or work that you make available to them.

6. Client Satisfaction

6.1 We operate strict client care and quality policies and always aim to provide you with the highest level of legal expertise and to be available, approachable, understandable, prompt and courteous.

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6.2 We will keep you informed about all important developments in your case and we will respond to your letters, emails and telephone calls promptly and efficiently.

6.3 The majority of our clients are very happy with the service we provide them, but in the event that you have any cause for concern, including about a bill, then please be aware that you are entitled to make a complaint, and that you can do so by contacting our designated complaints handler, **Mr Mohammed Asif**, who is the **Principal Solicitor** at this firm (telephone: **0208 446 8774**). We take all feedback from clients seriously and operate a Complaints Handling Procedure, a copy of which is available upon request.

6.4 We are usually able to deal with any concerns you have promptly and to your satisfaction, but if this is not the case, you will be able to make a complaint to the Legal Ombudsman provided you do so within six months of the end of our internal Complaints Handling Procedure if you are still not satisfied with the outcome.

6.5 The Legal Ombudsman expects complaints to be made to them within one year of the date of the act or omission about which you are concerned or within one year of you realising there was a concern.

6.6 You should also be aware that, when your complaint relates to a bill, the Legal Ombudsman will not consider your complaint while your bill is being assessed by a court.

6.7 A complainant to the Legal Ombudsman must be one of the following:

- (a) An individual;
- (b) A micro-enterprise as defined in European Recommendation 2003/361/EC of 6 May 2003 (broadly, an enterprise with fewer than 10 staff and a turnover or balance sheet value not exceeding €2 million);
- (c) A charity with an annual income less than £1 million;
- (d) A club, association or society with an annual income less than £1 million;
- (e) A trustee of a trust with a net asset value less than £1 million; or a personal representative or the residuary beneficiaries of an estate where a person with a complaint died before referring it to the Legal Ombudsman.

6.8 If you are not, you should be aware that you can only obtain redress by using our Complaints Handling Procedure or by mediation or arbitration, or by taking action through the Courts.

6.9 Legal Ombudsman Contact Details:

- (a) Address: PO Box 6167, Slough, SL1 0EH
- (b) Telephone: 0300 555 0333
- (c) Email: enquiries@legalombudsman.org.uk
- (d) Website: www.legalombudsman.org.uk

6.10 The Firm is committed to ensuring that all Consultants and Employees give their full co-operation to the Legal Ombudsman in the event of any dispute or complaint against the Firm.

7. Fees, Disbursements and Costs

7.1 In these Terms of Business “fees” means our charges including any VAT element, “disbursements” means any costs or expenses paid or to be paid to a third party on your behalf including any VAT element but does not include office expenses such as postage and courier fees, and “Costs” means fees plus disbursements.

8. Fixed Fee Services

8.1 Where our Client Care Letter states that we are charging on a fixed fee basis, additional services may be provided on request and (unless otherwise agreed by us in writing) will be charged at our standard hourly rates as set out in our Client Care Letter plus expenses (if any) and VAT.

9. Up-front Fee Services

9.1 Where our Client Care Letter states that you are required to pay our fees up-front, we will deliver a bill to you in advance of carrying out any work. When you pay us up-front it means that we take immediate possession of the money before we start work on your matter. We do not hold up-front fees in a client account on trust for you until we have completed the work, as some law firms do.

9.2 We only ever ask for up-front fees when we have been able to agree a fixed fee with you. If, for any reason, we are unable to complete the work you have paid us for, we will refund a percentage of your fee to you. The percentage of the refund you will be entitled to will depend upon the amount of work we have done for you. Further details will be set out in our Client Care Letter where applicable.

10. Hourly Rate Services

10.1 Where our Client Care Letter states that we are charging on an hourly basis, the hourly rate varies according to the experience and expertise of the person dealing with the matter. The rates which apply to each matter are set out in our Client Care Letter.

10.2 The time spent on your matter for which you will be charged includes meetings with you and others, travelling, waiting, researching and considering, writing and receiving correspondence, making and receiving telephone calls, preparing and working on documents, and making file notes.

10.3 The time spent on your matter is recorded as units of one tenth of an hour. Therefore, this is the minimum amount of time we will charge for any piece of work undertaken on your matter.

10.4 Once a year, we review our hourly rates. We will notify you in writing of any increase.

10.5 We will add VAT to our fees at the rate that applies when the work is done.

11. All Services

11.1 All disbursements which we incur in working on your matter will be payable by you in addition to our fees. Examples of these expenses include charges made by experts, agents, couriers and barristers; court fees; travel expenses and subsistence; international telephone calls; use of on-line databases; and telegraphic transfer charges.

11.2 If we have provided to you a written estimate of the Costs, it is given only as a guide to assist you in budgeting and should not be regarded as a fixed quotation unless otherwise agreed in writing. We will inform you if any unforeseen - but significant - additional work becomes necessary.

11.3 It is often impossible to tell at the outset what our total Costs will be. If this is the case, we will provide you with as much information as possible at the start and keep you updated as the matter progresses. If a precise figure cannot be given at the outset, we shall explain the reason to you and give you the opportunity to set a ceiling figure beyond which you do not want us to act without your consent or we shall agree a review date with you on which we shall try to give you more information about the likely overall cost.

11.4 We will usually submit bills monthly but may choose to submit bills at other intervals during the course of working on your matter, or at the outset if you have agreed to pay our fees and disbursements up-front. We may also submit a bill on or at any time after conclusion of the matter or at the end of this Agreement. Unless otherwise agreed, our bills are payable within upon delivery of the bill. All bills, whenever they are submitted, will be for final bills for the period to which they relate but this does not prevent us from invoicing you for expenses for that period on a subsequent bill.

11.5 It is your responsibility to tell us when first instructing us if you have any form of insurance cover (such as legal expenses insurance) that you think will pay our fees. You must also tell us when first instructing us if there is a third party who may pay our fees. If a third party agrees to pay all or

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part of our bills, you will remain responsible to us for payment until those bills have been paid in full.

- 11.6 Unless otherwise agreed, our bills are payable upon receipt of our bill. If we do not receive payment after 28 days, we reserve the right to charge you interest (on a daily basis) on the unpaid element of the bill (at a rate no higher than the rate payable on judgment debts at the date of this Agreement).
- 11.7 We may refuse to undertake any further work for you (whether in respect of the matter to which the bill relates or any other matter on which we are acting for you) until that bill is paid and/or we may stop acting for you; and
- 11.8 We may retain any papers or documents belonging to you, together with our own records.
- 11.9 Should you make a payment by way of cheque or credit card and that payment subsequently not be honoured then we will inform you in writing and request funds be made available for the payment to be re-presented. We reserve the right to charge you a fee for administration and any charge imposed by the bank for re-presenting your payment.
- 11.10 If you have any queries in respect of any element of a bill, you should still promptly pay all other elements of the bill.
- 11.11 If you wish to make a complaint about one of our bills, you may do so by using our Complaints Procedure (copy available on request). You may also have a right to object to a bill by making a complaint to the Legal Ombudsman and/or applying to the court for an assessment of the bill under part III of the Solicitors Act (1974). The contact details for the Legal Ombudsman can be found at clause 6.10.

12. Storage of Documents and Deeds

- 12.1 We retain all documents relating to your matter (other than any documents which are in your possession or returned to you) for at least six years from the conclusion of our involvement in the matter. You agree that we may destroy them after that time. We will not destroy documents you ask us to deposit in our deeds store.
- 12.2 If you ask us to retrieve documents from storage there is a charge, which is normally £25 plus VAT for each matter, although we will not normally charge that fee if we retrieve documents to enable us to carry our further work for you. We will charge, however, for any work necessary to comply with instructions given by you in connection with retrieved documents. Unless otherwise agreed with you in writing, those charges will be at our hourly rates applicable at the relevant time and those charges will be applied on the same basis as set out in clause 10.

13. Limitation of Liability

- 13.1 You agree that the limitations on our liability, as set out in our Contract with you, are reasonable having regard to the nature of your instructions and the work involved and the availability and cost of professional indemnity insurance. We are, however, happy to consider options to increase these limitations, should you so require (which may result in an increase to our fees).
- 13.2 We will undertake the work relating to your matter with reasonable skill and care.
- 13.3 We accept liability without limit for the consequences of fraud by us or any of our Consultants or Employees which is affected in their capacity as Consultants or Employees and for any other liability which we are not permitted by law or rules of professional conduct to limit or exclude. If any part of our Contract with you seeks to exclude, limit or restrict liability (including provisions limiting the amount we will be required to pay or limiting the time you have to bring a claim) is found by a court to be void or ineffective for any reason, the remaining provisions shall continue to be effective.
- 13.4 We will not be liable under our Contract with you or the laws of negligence for any deficiencies in the work we have undertaken if and to the extent that deficiencies are due to any false, misleading or incomplete information or documentation which has been provided to

us (whether by you or any third party) or due to the acts or omissions of you or any third party. However, where any failure by us to identify any such false, misleading or incomplete information (or any failure by us to inform you that we have identified such information or any failure to act on your resulting instructions) constitutes negligence then we shall, subject to the other provisions of our Contract with you, remain liable for such failure.

- 13.5 Despite anything else contained in our Contract with you, we are not under any obligation to act for you (or to continue to act for you) if to do so would breach any laws or professional rules. Therefore, we will not be responsible or liable to you for any loss which you or any other party may suffer as a result of our refusal to proceed with your matter where we would be in breach (or we reasonably believe that we would breach) of our legal obligations or our professional rules.
- 13.6 Except as stated in clauses 13.3 and 13.12, the total aggregate liability of the Firm to you under or in connection with our Contract with you (including any addition or variation to it), whether for breach of contract, negligence, breach of statutory duty, or otherwise, shall not exceed £2,000,000.00 (two million pounds).
- 13.7 Where we are instructed jointly by more than one party, the limit on our liability applies, in total, to all of you collectively (including anyone claiming through you or on your behalf).
- 13.8 You agree that you will not bring any claims or proceedings in connection with our Contract with you against our Consultants or Employees personally, unless (and to the extent that) you are otherwise permitted to do so by law or our professional rules. Our Consultants and Employees may enforce this clause even though they are not parties to our Contract with you (but despite having such rights, our Contract with you may be varied or ended without their consent).
- 13.9 Proceedings in respect of any claim against us must be commenced within six years after you first had (or ought reasonably to have had) both the knowledge for bringing an action for damages and the knowledge that you had the right to bring such an action and in any event no later than six years after any alleged breach of contract, negligence or other cause of action. This provision expressly overrides any statutory provision which would otherwise apply; it will not increase the time within which proceedings may be commenced and may reduce it.
- 13.10 If we and any other party or parties are liable to you together in respect of the same claim, then we shall only be liable to pay you the portion which is found to be fair and reasonable having regard to the level of our default. Therefore, we shall not be liable to pay you the portion which is due to the fault of such party, even if you do not recover all or any money from such other party for any reason.
- 13.11 If we are liable to you and any other party or parties would have been found liable to you together with us in respect of the same claim if either:
- (a) You had also brought proceedings or made a claim against them; or
 - (b) We had brought proceedings or made a claim against them for a contribution towards our liability,
- then any sum due from us to you shall be reduced by the proportion for which such other party or parties would have been found liable had those proceedings been brought or those claims been made.
- 13.12 Nothing in our Contract with you excludes or limits the liability of the Firm for:
- (a) Death or personal injury caused by negligence;
 - (b) Fraud or fraudulent misrepresentation; or
 - (c) Any liability if and to the extent that it is not permissible in law for such liability to be limited or excluded.

14. Confidentiality, Privacy & Data Protection

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- 14.1 We will keep your information confidential and will not disclose it to third parties except with your consent or as permitted or required by law.
- 14.2 Further information about our duties and your rights under data protection law, including about your right to access the data we hold on you, can be found in our Privacy Notice, which is on our website and which accompanies these Terms of Business, but, for the avoidance of doubt, is for information purposes only and does not form part of the Contract between us.
- 14.3 If, with your knowledge, we are working with other professional advisers or lawyers, we will assume that we may disclose any relevant aspect of your affairs to them.
- 14.4 During the course of the firm's work it may be necessary to discuss your case with cost specialists, experts or counsel. Your acceptance of these Terms of Business amounts to your consent to us to disclose information which we reasonably consider necessary to progress your case.
- 14.5 The firm may, from time-to-time, become subject to periodic checks by Law Society approved Consultants and/or Assessors to audit and review files for compliance purposes. This means that your file could be selected for checking, in which case we would need your consent for the checking to occur. All such checks are conducted by individuals who have provided the firm with a Confidentiality Agreement. Your acceptance of these Terms of Business amounts to your consent to make your file available for checking. If you do not want us to make your file available for checking you must notify us immediately and we will mark your file accordingly. If you refuse to give us consent to checks, your refusal will not affect the way your case is handled in any way.
- 14.6 Where you provide us with an Email address for sending material to, we will assume, unless you tell us otherwise, that your arrangements are sufficiently secure and confidential to protect your interests. The Internet is not secure and there are risks if you send sensitive information to us by Email. Data we send by email is not routinely encrypted, so please tell us if you do not want us to use email as a form of communication with you or if you require data to be encrypted. Email will be treated as written correspondence and we are entitled to assume that the purported sender of an email is the actual sender and that any express or implied approval or authority referred to in an email has been validly given. You consent to us monitoring and reading any email correspondence travelling between you and any mail recipient at the Firm.
- 14.7 We will take reasonable steps to protect the integrity of our computer systems by screening for viruses on email sent or received. We expect you to do the same for your computer systems.
- 14.8 If, with your knowledge, we are working with professional advisers or others, such as specialists and experts, we will assume that we may disclose any relevant aspect of your affairs to them. Your acceptance of these terms of business amounts to your consent to us to disclose information which we consider necessary to progress your matter.
- 15. Referrals to Third Parties**
- 15.1 If we recommend that you use a particular firm, agency or business, we shall do so in good faith and because we believe it to be in your best interests. If we recommend that you use a particular firm, agency or business that can only offer products from one source, we shall notify you in writing of this limitation. We will pay to you any commission that we receive from any particular firm, agency or business that we recommend you use.
- 15.2 If we recommend that you use a particular firm, agency or business, we shall not be liable to you for any advice you may be given by that firm, agency or business and you are advised that if that firm, agency or business is not another firm of solicitors you will not be afforded the regulatory protection of the Solicitors Regulation Authority (SRA) or of the SRA's Standards and Regulations 2019 and SRA Indemnity Insurance Rules 2019, nor shall you be entitled to the benefit of the SRA Compensation Fund.
- 16. Hours of Business**
- 16.1 Our offices are open between 9.00am and 5.30pm, Monday to Friday, excepting bank holidays. We also provide an out of office or emergency service to clients. The person responsible for your matter may, at his or her absolute discretion, provide you with a mobile telephone number, and may endeavour to take your telephone calls outside of office hours, but nothing he or she says should be interpreted as an agreement to routinely deal with your matter or to take your telephone calls outside of office hours.
- 17. Anti- Money Laundering**
- 17.1 Identity Checks
- (a) We shall inform you in our Client Care Letter whether the Anti-Money Laundering Legislation applies to you.
- (b) All solicitors are obliged to carry out customer due diligence ("CDD") in accordance with the UK anti-money laundering and counter-terrorist financing regime. This includes us obtaining and keeping documentary evidence of the identity of clients and gaining an understanding of their financial status and normal business affairs.
- (c) In the case of individuals (including Directors, Secretaries and Share Holders of a Company or Members of a Limited Liability Partnership), we require to see and keep a photocopy of a Passport, Photo Driving Licence, or National Identity Card (or similar document) as evidence of your identity and a recent utility or council tax bill (or similar type of document) as additional evidence of your address. We need to see original documents and will discuss with you acceptable documents and methods of certification if the original is not available.
- (d) For all companies we will carry out a search of Companies House (or similar registry in foreign jurisdictions) and may ask for further information.
- (e) For non-listed companies and other organisations, we will also require the evidence for individuals for one or more Directors, Company Secretaries, Shareholders, Partners or other persons authorised to represent the organisation.
- (f) For other legal entities we will inform you of the evidence required to confirm identity.
- 17.2 Disclosure to the Authorities etc.
- (a) We are in certain circumstance obliged under Money Laundering Terrorist Financing and Transfer of Funds (information on the Payer) Regulations 2017, the Proceeds of Crime Act 2002 ('POCA') as amended by the Serious Organised Crime and Police Act 2005 ('SOCPA') to make a report to the National Crime Agency ('NCA') where we are suspicious that any matter or transaction in which we are instructed involves the proceeds of criminal conduct. We may be prohibited by law from informing you or anyone else when such a report has been made, and it is possible that we may not be allowed to proceed with the transaction or matter concerned until NCA gives us permission to do so. We may not be permitted to tell you anything about any of these circumstances should they occur.
- (b) If any term or provision of these terms of business or our Client Care Letter is inconsistent with complying with our legal obligations under Anti-Money Laundering Legislation, our legal obligations will override the inconsistent term which shall be deemed modified accordingly.
- (c) We will not accept any liability for any loss caused to you or any other party as a result of our refusal to proceed with a matter or transaction or otherwise complying with our legal obligations.
- 17.3 Cash Payments
- (a) We will not accept payments from you in cash of over £1000.00 regardless of whether the payment is to settle our bill, to pay money on account, or in respect of transactions we may be acting upon (such as sales and purchases of businesses or property).

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- (b) For the avoidance of doubt the £1000.00 cash limit applies to each matter in which we are acting for you and not just to each transaction relating to that matter.
- (c) We shall not be liable to you for any losses you may suffer as a result of any refusal by us to accept cash payments of over £1000.00.

18. Equality & Diversity

- 18.1 We are committed to promoting equality and diversity in all of our dealings with clients, third parties and employees. Please contact us if you would like a copy of our Equality and Diversity Policy.
- 18.2 If you have any special requirements in relation to the way in which you would like us to handle your work, (for example, if you consider yourself to have a disability) please let us know.

19. Rights of Third Parties

- 19.1 Except as stated otherwise in clause 13.8, a person who is not a party to our Contract with you shall not be entitled to enforce any of its terms.

20. Applicable Law, etc.

- 20.1 These terms and our Client Care Letter shall be governed by, and interpreted in accordance with English law. Any disputes or claims concerning our Contract with you and any matters arising from it shall be dealt with only by the courts of England and Wales.
- 20.2 If we or you do not enforce our respective rights under our Contract with you at any time it will not prevent either us or you from doing so later.
- 20.3 If any provision in our Contract with you is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of our Contract with you which shall remain in full force and effect.

21. Termination

- 21.1 You may end our Contract with you (and therefore, your instructions to us) at any time by writing to us by post, fax or email (see clause **Error! Reference source not found.** of these terms for details). However, we may be entitled to keep all of your documents and deeds while there is money owing to us (including fees and expenses which have not yet been billed).
- 21.2 We may end our Contract with you (and, therefore, cease acting for you) in relation to any matter or all matters of yours but only on reasonable written notice and for good reason. Examples of a good reason include where you have not given us sufficient instructions, where you have not provided appropriate evidence of identification or we reasonably believe that the relationship between you and us has broken down.
- 21.3 If your matter does not conclude, or we are prevented from continuing to act because of our legal obligations or our professional rules, we will charge you for any work we have actually done. Our charges will be based on our hourly rates set out in our Contract with you (and where a fixed fee has been agreed, the charges will not exceed that fixed fee).
- 21.4 If we cease acting for you, we shall (where relevant) inform the court or tribunal that we no longer act for you and shall apply to be removed from their records. We may charge you for doing so at our hourly rates applicable at the relevant time and those charges will be applied on the same basis set out in clause 10 and for any expenses which we incur on the same basis – also set out in clause 10.

22. Cancellation Rights

- 22.1 If you are an individual consumer (and not a business entity) and if our Contract with you is a 'distance contract' or an 'off premises contract', you have the right to cancel our Contract with you within 14 days of conclusion of our Contract with you (the 'cancellation period'). 'Conclusion of our Contract with you' means 14 days from the 'our Contract Date, defined at the beginning of our Contract with you. This right exists in accordance with The Consumer Contracts (Information,

Cancellation and Additional Charges) Regulations 2013. Please refer to the 'Cancellation Notice' at clause 23 below for further information about your right to cancel and the conditions attached to the same.

- 22.2 **Where clauses 22.1 and 23 apply, we will not start work on your file for 14 days from the Contract Date. If you would like our service to start within 14 days of the Contract Date, please sign the enclosed Client Declaration, mark the relevant box stating your wishes and return a copy to us.**

- 22.3 Where clauses 22.1, 23 and 22.2 apply, then once we have started work on your file within the cancellation period, on your instruction, you will be charged for any work done if you then cancel your instructions. You will have to pay us an amount which is proportionate to the work completed until we receive notice of cancellation from you, in comparison with the full coverage of our Contract with you. These charges will be applied on the same basis as set out in clause 10 of our Contract with you and where a fixed fee has been agreed, the charges will not exceed that fixed fee.

23. Cancellation Notice

- 23.1 This Notice is applicable to you if you are an individual acting for purposes wholly or mainly outside your trade, business, craft or profession and our Contract with you between the Firm (as the trader) and you (as the consumer) is a 'distance contract' or an 'off-premises' contract.
- 23.2 A 'distance contract' means a contract concluded between a trader and a consumer under an organised distance sales or service-provision scheme without the simultaneous physical presence of the trader and the consumer, with the exclusive use of one or more means of distance communication up to and including the time at which the contract is concluded.
- 23.3 An 'off premises contract' means a contract between a trader and a consumer which is any of these:
 - (a) A contract concluded in the simultaneous physical presence of the trader and the consumer, in a place which is not the business premises of the trader;
 - (b) A contract for which an offer was made by the consumer in the simultaneous physical presence of the trader and the consumer, in a place which is not the business premises of the trader;
 - (c) A contract concluded on the business premises of the trader or through any means of distance communication immediately after the consumer was personally and individually addressed in a place which is not the business premises of the trader in the simultaneous physical presence of the trader and the consumer;
 - (d) A contract concluded during an excursion organised by the trader with the aim or effect of promoting or selling goods or services to the consumer.
- 23.4 If you are unsure whether cancellation rights apply to you, please contact us immediately upon receipt of these Terms of Business.

A copy of these Terms of Business is available in larger print. Please contact us if you require a copy.

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The following 'Instructions for Cancellation' are only applicable where clauses 22 and 23 apply:

Instructions for Cancellation

Right to cancel

You have the right to cancel our Contract with you within 14 days without giving any reason.

The cancellation period will expire after 14 days from the day of the conclusion of our Contract with you (the 'Contract Date' at the beginning of this Contract).

To exercise the right to cancel, you must inform us, **Newgate Solicitors at 3a Galley House, Moon Lane, Barnet, London, EN5 5YL** or fax: **0203 292 1853** or at asif@newgatesolicitors.com, of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or e-mail). You may use the attached 'Cancellation Form', but it is not obligatory.

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

Effects of cancellation

If you cancel our Contract with you, we will reimburse to you all payments received from you, including the costs of delivery (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us).

We will make the reimbursement without undue delay, and not later than –

- (a) 14 days after the day on which we are informed about your decision to cancel our Contract with you.

We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

If you requested to begin the performance of services during the cancellation period, you shall pay us an amount which is in proportion to what has been performed until you have communicated us your cancellation from our Contract with you, in comparison with the full coverage of our Contract with you.

Newgate Solicitors
Terms of Business

Cancellation Form

**COMPLETE, DETACH AND RETURN THIS FORM
ONLY IF YOU WISH TO CANCEL OUR CONTRACT WITH YOU**

To **Newgate Solicitors** at **3a Galley House, Moon Lane, Barnet, London, EN5 5YL** or fax: **0203 292 1853** or at e-mail: asif@newgatesolicitors.com:

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract for the supply of the following service [*]:
Matter Number (located at the top of the Client Care Letter/ Client Declaration)

Ordered on [*]/ received on [*]:

Name of consumer(s):

.....

Address of consumer(s):

.....

Signature of client(s) (only if this form is notified on paper):

.....

Date:

[*] Delete as appropriate.