

TERMS AND CONDITIONS OF BUSINESS

These Terms and Conditions of Business supersede any earlier Terms of Business provided to you.

1. Introduction

These Terms and Conditions of Business issued by Emin Read Solicitors Ltd (“the Firm”), as supplemented and/or amended by any relevant Engagement Letter; apply to each matter we work on for you. You agree the Terms constitute the entire agreement between you and us and you have not relied on any statement, promise or warranty given by or on behalf of this firm, which is not set out in these terms.

We would ask you to sign the copy of the Client Care letter sent to you to indicate your agreement to the Terms and Conditions of Business. In any event, your continued instructions will amount to acceptance of these Terms.

2. Liability

- 2.1. Your Contract is with Emin Read Solicitors Ltd, Company No. 09889827. Our registered office is Watch Oak, Chain Lane, Battle, East Sussex, TN33 OGB and any successor practice and any service company owned or controlled by or on behalf of the Firm or any of the Partners.
- 2.2. There is no contract between you and any member, employee or consultant of the Firm. Accordingly, any claim that you wish to make can only be made against this Firm and not against a member, employee or consultant of the Firm.
- 2.3. We will only be liable for matters on which you have sought our advice during the period you instruct us.
- 2.4. Emin Read Solicitors are not tax experts and are unable to provide tax advice. We do not accept any liability for any under or over payment of tax payable.
- 2.5. We have a legal duty to inform you of our Professional Indemnity Insurance. We have an obligation to carry such insurance, which can be provided upon request.
- 2.6. The Aggregate liability of this Firm, for loss or damage arising from or in connection with the services provided shall, in relation to each matter, be limited to the sum, unless otherwise agreed, of three million pounds (£3,000,000.00)
- 2.7. Our services are provided to and for the benefit of you, as our client, and you alone. No other person may use or rely upon the services nor derive any rights or benefits from them. The Provisions of the Contracts (Rights of Third Parties) Act 1999 are to that extent excluded.
- 2.8. We will not be liable to you if we are unable to provide services, or the provision of our services is delayed as a result of any cause beyond our reasonable control. In the event of such occurrence, we will notify you as soon as possible.

3. Charges

- 3.1 Unless otherwise agreed in the Engagement letter, our fees will be calculated principally by reference to the time spent by us in providing the Services at the fixed rates applicable to the relevant member of staff.
- 3.2 We may, in accordance with professional guidelines, also charge a premium (where reasonable to do so) to take account of the nature, responsibility, complexity, value and urgency of the Services and other criteria specified in those guidelines.
- 3.3 Where a fixed fee has been agreed, we will only deviate from the figure provided if the nature of the work changes and upon prior notice to you. In the event that a fixed fee has been provided to you, but the matter does not proceed to a conclusion, our fees will be charged to the value of the work completed on the case up to the point of cessation, together with any disbursements incurred.
- 3.4 Where the period between exchange of contracts and completion is fewer than five (5) clear working days, we reserve the right to charge an additional fee. This reflects the additional work, prioritisation and resource required to meet a compressed timescale between exchange and completion. The level

of any additional fee will be notified to the client as soon as reasonably practicable and may be charged on a fixed fee or hourly rate basis. We also reserve the right to decline to proceed on such a shortened timetable where it is not reasonably practicable to do so or where doing so would risk breaching our professional obligations.

- 3.5 If we have provided you with an estimate of fees at the start of your matter, which needs to be revised during the course of the matter, we will inform you. An estimate is only an estimate and, although given in good faith, no estimate given by us is fixed or binding.
- 3.6 The fixed rates of each of our Partners, Solicitors, Trainee Solicitors, Case Handlers, Paralegals and other staff are reviewed from time to time and we will inform you of any variation in these rates and the date upon which they take effect.
- 3.7 When dealing with administration of estates, our rate may be increased by a percentage of the gross value of the estate, as detailed in the initial documentation sent to you.
- 3.8 You will be responsible for paying the expenses we incur in the course of providing the services (including travel and subsistence expenses, search and filing fees, court fees and Barristers, foreign lawyers and other third parties' fees and expenses). We have no obligation to pay for such expenses unless you have provided us with the funds for that purpose.
- 3.9 VAT will be charged at the appropriate rate on all fees and expenses.

4. Invoicing, Interest and payment arrangements

- 4.1 We currently bank with HSBC Bank.
- 4.2 Unless otherwise agreed in the Engagement Letter, we will be entitled to invoice you in respect of our fees and expenses monthly and on completion of each matter. At the end of a financial year, we shall be entitled to bring up to date our invoicing in respect of all your unbilled work.
- 4.3 If we accept instructions from more than one person on a matter, each person will be liable for the entire amount of our fees and expenses.
- 4.4 Unless otherwise stated, monthly or other interim invoices are a final account of our fees for all work done during the period to which they relate. You agree that we may bring proceedings on interim invoices which are not final bills where we have provided Services and the amount of the invoice does not exceed the cost of other Services provided at the applicable fixed hourly rates.
- 4.5 Interest will accrue on all debts over 7 days until the time they are paid at the rate of 8% above the Bank of England's Base Rate. Any debts that have to be chased will incur a handling charge of £50.00 plus VAT.
- 4.6 If you do not pay any invoice by the end of the credit period, or the sum we have requested on account within 7 days of our demand, we may suspend or terminate the provision of all or any services (and instruct any third parties engaged by us to suspend the provision of their services) and may invoice you for all accrued fees and expenses.
- 4.7 In some circumstances, you may have a right of recovery or indemnity against a third party in respect of all or part of our invoices, but we are not permitted to issue a VAT invoice to any person other than you in any circumstances, and you remain liable to us to pay our invoices notwithstanding such a right.
- 4.8 As part of carrying out your instructions to us, we may need to hold your money in our client account. In holding client's money, we have an obligation to pay interest on that money at a fair and reasonable rate.

Money that you pay to us which is not immediately used to pay our fees or expenses to others, will be placed in our client account. When we hold money on your behalf in our client account, it could be

held in more than one of the major banks, as all money held on behalf of clients is aggregated, as permitted by the SRA Accounts Rules.

- 4.9 Interest will be paid if the interest on the sum of money held exceeds £150.00. The rate of interest payable to clients will be 2.5% below the base rate of interest applicable to our account. Should the base rate be the level of 2.5% or below, no interest will be paid. Emin Read Solicitors Ltd reserves the right to amend interest rates payable to clients when it is deemed fair and reasonable to do so. Interest will not be payable to any third parties nor will be payable on any funds received from third parties. Interest will not be payable on mortgage advances. Interest will not be paid for funds held on account for 14 days or less.
- 4.10 The Firm's Policy is to only accept up to £500.00 in cash payments from clients. Please discuss directly with David Read, Partner, if you are unable to pay any balance of our fees via your bank account or cheque. If you try to deposit cash directly with our bank, we may decide to charge you for any additional checks we decide are necessary to prove the source of the funds.
- 4.11 This firm will not ask for or provide bank details for online transfers by email alone. To guard against the risk of cyber fraud, this firm will verify such details by other means (eg. telephone), and would advise you to do the same. If you attempt to send money to this firm via bank transfer and rely upon the bank details provided to you via email alone, and the money does not reach us, we shall not be liable for your loss.
- 4.12 It is this firm's policy that we do not accept or transfer funds to or from bank accounts outside of the UK.

5. Data Retention

- 5.1 As a contractual right, in addition to any right to retain money, documents and property available to us under the general law (lien), we have the right to retain your money, documents and property (whether held in relation to the Services for which payment has not been made or any other services) until you have paid this firm in full.
- 5.2 We will, at your request, either during the provision or after completion of any services, release to you or to your order your documents and documents held for you, provided that we are not at the time exercising our right to retain documents pending payment of outstanding fees and expenses or are prevented by any court order, undertaking or other legal constraint from doing so. We may copy all of your documents before releasing them, including any electronic correspondence submitted by you.
- 5.3 Unless expressly agreed otherwise in writing, we will keep all documents and files whether original, copy or imaged form for a minimum of 6 years, after which we may destroy them and any copies or images of them.
- 5.4 We may agree to store title deeds, Wills and other especially valuable documents in safe custody for you if you require us to do so, and if we do, we will not, without your consent, destroy any such documentation. There is a charge of £25.00 plus VAT for retrieving such documents on your behalf.

6. Termination

- 6.1 Either you or we, may terminate the provision of all or any of the relevant services at any time by giving written notice to the other. We will not do this without good and substantial reasons, such as:
- The threat of risk of violence, injury or other danger to the physical, psychological or moral well-being of any of our personnel; or
 - The discovery or creation of a conflict of interest: or
 - Your requesting us to break the law or any professional requirement; or
 - The relationship of trust and confidence necessary between solicitor and client ceasing to exist between us; or

- Your failure to pay us any amount due, or money on account when requested; or
- Your insolvency; or
- Your failure to give us adequate instructions; or
- Our being forbidden to act by the National Crime Agency; or
- You or a counter party or other person connected to your matter being or becoming a designated person under the Sanctions regime; or
- Our assessment of the risks in connection with your matter exceeding a level acceptable to us; or
- We do not receive sufficient evidence required from you to fulfil our legal obligations; or
- Our reasonable belief that our continuing to represent you may cause damage to the professional or personal reputation of our firm or any of its personnel; or
- Any other breach by you of these terms

On early termination, by either you or us, you will remain liable to pay all fees and expenses incurred before termination and due under our contract or due on the basis of the time spent at our usual hourly rates, whichever is the less, together with any further fees and expenses for work necessary to transfer our files to another adviser of your choice. All our rights set out in these terms shall continue to apply even if we terminate the agreement.

7 Cancellation Rights

The Consumer Contracts (information Cancellation and Additional Charges) Regulations 2013;

If we have met you either in person, or we have taken instructions and a contract has been concluded away from our business premises and the contract was entered into on or after 14 June 2014, you have the right to cancel this contract within 14 calendar days of entering into the contract without giving any reason.

The cancellation period will expire after 14 days from the day of the conclusion of the contract.

To exercise your right to cancel you must inform Emin Read Solicitors Ltd, Watch Oak, Chain Lane, Battle, TN33 0GB, telephone 01424 775967 or email: enquiries@eminread.co.uk of your decision to cancel this contract by a clear statement. You may use the model cancellation form attached to your Client Care Letter, but it is not obligatory.

We will communicate to you an acknowledgement of receipt of such cancellation on a durable medium [e.g email] without delay.

Should you require the work to be commenced within the 14 day cancellation period, you must provide your agreement to that in writing. Where you have provided your consent for work to commence within the 14 day cancellation period and you later exercise your right to cancel, you will be liable for any costs, VAT and disbursements incurred up to the point of cancellation.

8 Financial Services

If, during the course of the matter upon which we are advising you, you need advice on investments, we may have to refer you to someone who is authorised by the Financial Conduct Authority, as we are not authorised. However, as we are regulated by the Solicitors Regulation Authority, we may be able to provide certain limited investment services where these are closely linked to the legal work we are doing for you.

9. Financial Services Compensation Scheme

In the event of banking failure, it is unlikely that the firm would be held liable for any losses of client account money.

We currently hold our client account funds in HSBC. The £85,000 Financial Services Compensation Scheme (FSCS) limit will apply to each individual client, so if you hold other personal monies yourself in the same bank as our

client account, the limit remains £85,000 in total, so it may be advisable to check with your own bank as some banks now trade under different trading names.

In the event of a banking failure, the FSCS Deposit Guarantee Scheme may not apply, and this may affect your right to potential compensation under the scheme. If a FSCS Deposit Guarantee Scheme claim is instigated by you, we have your permission to disclose to the FSCS details of the money that we held.

With effect from 3rd July 2015, the FSCS also provides a £1 million protection limit for temporary high balances held with a bank, building society or credit union if it fails. Further details relating to what constitutes a temporary high balance and the rules relating to the protection can be found at www.fscs.org.uk

10 Insurance Mediation

As we have said above, we are not authorised by the Financial Conduct Authority. However, we are included on the register maintained by the Financial Conduct Authority so that we can carry on insurance mediation activity, which is broadly the advising on, selling and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the Solicitors Regulation Authority. The register can be accessed via the Financial Conduct Authority website www.fca.org.uk

The Law Society 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 body of the Law Society and the Legal Ombudsman and impartial complaints handling body established by the Legal Services Act 2007.

11 Dispute Resolution

All claims, complaints and disputes arising out of or in connection with the Services provided by this firm ("disputes") will be resolved pursuant to this paragraph.

A copy of our full complaint procedure is available upon request.

We hope that you will have no reason to complain. However, we do take complaints seriously and have a set of complaint procedures which can be summarised as follows;

- If you have any complaint or observation about or service, please let us know;
- Raise any complaint first with the fee earner assigned to your matter, including any complaint about your bill;
- If this does not resolve your complaint issues satisfactorily, inform the Supervising Partner responsible for your matter;
- If this does not resolve the matter to your satisfaction, contact David Read, Partner nominated by the practice to ensure prompt and thorough investigation of any complaints received;
If the complaint is still unresolved, you have the option to choose our Alternative Dispute Resolution company whose details will be supplied to you. Alternatively, you have the right to make a complaint to the Legal Ombudsman. You will have to bring your complaint to the Legal Ombudsman within 6 months of receiving a substantive response from this firm. 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. The Ombudsman has discretion to extend the one year time limit for specific customers if, on the evidence, it is fair and reasonable to do so.
- The address of the Legal Ombudsman is: PO Box 6806, Wolverhampton, WV1 9WJ; telephone: 0300 555 0333 or view their website at: www.legalombudsman.org.uk if you would prefer to email, their email address is: enquiries@legalombudsman.org.uk
- If you wish to raise a complaint about your bill, please refer to the appropriate body above and/or apply to the Court for an assessment of our bill under Part III of the Solicitor's Act 1974 and, if all or part of our bill remains unpaid, we may be entitled to charge interest.

- You will not be charged, either by this firm, ADR, or by the Legal Ombudsman for investigation of your complaint

12 Money Laundering Regulations

In accordance with the requirements of the Data Protection Act and the Money Laundering Regulations, we confirm that Emin Read Solicitors is the Data Controller, Sacha Moore is the nominated Representative/Data Protection Officer.

We will only process any documentation or personal data received from you in respect of client due diligence for the purposes of preventing money laundering and terrorist financing unless (a) use of that data is permitted by or under any enactment or (b) you give your express consent for the documentation or personal data to be used for other forms of processing.

We are required to comply with the Money Laundering regulations and in particular to verify the identity and permanent address of all new clients. This information is re-checked if a period of 12 months has elapsed. Firms are required to verify the source of funds used within a transaction and will request evidence to complete this check. Please note that we will not accept screenshots nor any documentation that has been edited in any way. This is to ensure that the policy adopted worldwide by Financial and Government Authorities to prevent the use of laundering systems to disguise the proceeds of crime is achieved.

Strict Rules have been imposed on the Legal sector by the Money Laundering Regulations 2017, the Criminal Finances Act 2017 and the Proceeds of Crime Act 2002. All Law firms are required to obtain and retain evidence of identity from all clients. We confirm that we carry out online identity checks using a third party to search external databases. This firm would be committing a legal offence if we fail to report to the National Crime Agency that we know, or suspect, that you (or somebody else connected to your matter) are laundering the proceeds of criminal conduct. We are required to report our suspicions without notifying you or anybody else connected to your matter. If a report is made, we are not permitted to carry out any further work until the appropriate authorities permit us to. We will be unable to explain to you or anybody else connected with your matter, that we have done so, or the reasons why. You agree that this firm will not be liable for any loss or damage arising out of this firm's compliance with any statutory or regulatory requirement.

We will obtain instructions for dealing with remittance of gross/net sale proceeds and details provided by the seller of UK bank account for remittance of proceeds. We are required to obtain evidence that the bank account is properly constituted as an account conducted by the seller for a period of at least 12 months. We will confirm that remittance will be made to that account only.

13 Data Protection

All the information that this firm holds concerning you as an individual, will be held and processed by this firm in accordance with the provisions of the General Data Protection Regulation (GDPR) and the Data Protection Act 2018.

You have a series of rights outlined under Data Protection legislation over how your personal data is used, including erasure in specific circumstances. However, we may not always be able to agree with the exercise of such rights, as often your personal data remains necessary in relation to the purpose for which it was originally collected and processed. Further information is available in our Privacy Policy, a copy of which accompanies these Terms of Business, is available on request [or can be viewed on our website at any time].

The categories of personal data we process include general personal data (which includes normal personal data, personal identity, email addresses and personal financial data) and special categories of personal data if these have been voluntarily provided to us (which includes ethnicity, nationality and medical history).

When your file is open, the personal data is necessary in relation to the purpose for which it was originally intended. We process your personal information to fulfil our contract with you, or where you or we have a

legitimate interest in doing so, where otherwise permitted by law, or to comply with applicable law and regulation. We use your personal information for:

- Service provision and internal processing (i.e. to assess and/or provide and to service your matter).
- Management of relationship (e.g. to develop your relationship with us).
- Resolving queries
- Training and service review (e.g. to help us enhance our services and the quality of those services)
- Statistical analysis (e.g. to help us enhance our products and services or delivery channels to keep costs down).
- Complying with legal obligations (e.g. to prevent, investigate and prosecute crime, including fraud and money laundering).

When your matter is completed and / or your file is closed, we may still process your personal information where we have a legitimate interest in doing so, where we are permitted by law, or to comply with applicable laws and regulation.

Examples of such instances will include:

Complying with legal obligations for statutory and regulatory requirements including for example, HMRC Returns, complaint handling, anti-money laundering, reporting to our regulatory body – the Solicitors Regulation Authority;

Archiving and Storage of your file for the periods outlined in our Retention Policy (Archiving and Storage of personal data is still classed as a processing activity even though it is not being regularly accessed and remains securely locked away); and

Our legitimate interests to conduct conflict of interest checks, statistical analysis and research to help us enhance our products and services.

We may share your personal data with a range of organisations which enable us to fulfil our contract with you, or where we have legitimate interests to do so, or otherwise are required by applicable law and regulation. We can provide more details specific to your personal data on request.

You have a right to complain to the information commissioner's office <https://www.ico.org.uk>, which regulates the processing of personal data. You may also seek a judicial remedy.

14 Conflict of Interest

Once we have agreed to act for you in relation to a matter, we will not act for a third party in relation to the same matter, if there is a conflict of interest between that third party's interests and your interests.

We may decline to act for you where accepting your instructions would create a Conflict of Interest or cause us to break an existing agreement with a third party.

We may act for you and another client where a Conflict of Interest would otherwise exist, provided that we have the consent of both parties. We do not require your consent to act against an Associated Entity.

If we find that we have agreed to provide Services to you in circumstances which give, or could give, rise to a Conflict of Interest, we will discuss with you how to deal with the conflict, and may be obliged to stop providing services to you.

15 Confidentiality

We may use the information which you provide, or which we obtain through our dealings with you, or others for the provision of Services to fulfil our contractual obligations to you or the legitimate interests of you, ourselves and others. We may give it on a confidential basis to our Partners, employees and agents. We may use it to administer your account with us, including tracing and collecting any debts. Further information is provided within our Privacy Policy / Statement a copy of which can be made available on request.

We may also use it to ensure legitimate interests in the safety and security of our premises (where we may also use CCTV); for fraud prevention purposes (including verification checks for our money laundering obligations); to assess client satisfaction (such as by asking you to participate in surveys); and to help improve our services generally.

We may also use it to contact you by letter, telephone, e-mail or otherwise about our services and about events such as seminars and conferences and to send you briefings and similar material. Contacting you by electronic means requires your specific and verifiable consent. By signing and returning a copy of any Engagement Letter you are agreeing that we may use your contact details and information in this way. If you do not wish to be contacted or having provided consent previously you wish to withdraw or amend it, please inform us in writing.

Sometimes we ask other companies or people to do typing/photocopying/other administration duties on our files to ensure this is done promptly. We believe we have a legitimate interest in doing this. We will always seek a confidentiality agreement with these outsourced providers. If you do not want your file to be outsourced, please tell us as soon as possible.

We may store information about you, your matter or any other documents and correspondence relating to Your file(s) using cloud- based technology. Again, we believe we have a legitimate interest in acting in this way and take every possible precaution to protect your personal information. If you do not wish for your file(s) or other information to be stored in this way, please inform Us in writing before we commence work on Your Matter.

Our Duty of Confidentiality

Please also refer to our Privacy Policy / Statement when reading this section. We will treat any information which is confidential to you and which we obtain as a result of acting for you as strictly confidential, save: -

for the purpose of acting for you; or for legitimate interest disclosures to our auditors or other advisers or for the purposes of our professional indemnity insurance; or

as otherwise required by law or other regulatory authority to which we are subject.

If You do not wish to disclose Your Details and wish your file to be released, you must notify us in writing and discuss this with us when signing and returning a copy of the Client Care Letter/ Terms of Business/ Instruction Form/ Form of Authority/ other such document. We may be unable to act for you in such circumstances.

We may refer publicly to your name as a client of ours which we believe is a legitimate interest in collecting and promoting client feedback provided we do not disclose any information which is confidential to you.

We shall be under no duty to disclose to you (or take into account in the course of providing the Services) any information acquired by us in acting for any other client or any information in respect of which we owe a duty of confidentiality to a third party.

Your Duty of Confidentiality

Our advice and other communications with you are confidential and may not, without our consent, be disclosed by you to any third party (other than to your employees and agents who require access and who do not disclose it further) or otherwise made public except as required by law or other regulatory authority to which you are subject.

If, as a result of our acting for you, you acquire any information in respect of which we notify you that we owe a duty of confidentiality to a third party you will keep it confidential and not use it without our consent.

16 Criminal Finances Act 2017

The firm is committed to promoting compliance with the requirements of the Criminal Finances Act 2017 within its practices as well as in those areas in which it has influence.

The firm does not tolerate tax evasion, or the facilitation thereof in any circumstances, whether committed by or facilitated by a client, personnel or associated persons/companies.

17 Mortgage Fraud

If you instruct this firm on a purchase, and you require a mortgage to enable the transaction to proceed, we will also be acting for your mortgage lender, and have a duty to reveal to your potential lender all relevant facts about the purchase and the mortgage. This may include any differences between your mortgage application and information provided to us during the course of the transaction. This can include any cash back payments or discount schemes that a seller may be offering you, and any other information which may be requested by the lender.

18 Law and Jurisdiction

The terms on which we provide services to you are governed by, and shall be construed in accordance with, English law. You and we each agree to submit to the exclusive jurisdiction of the English courts, provided that we may in our sole and unfettered discretion commence proceedings against you in any other court.

Emin Read Solicitors Ltd is authorised and regulated by the Solicitors Regulation Authority.

SRA Registration Number: 627775

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