

Terms and Conditions of Business

Table of Contents

1	Introduction
2	Responsibility for work carried out on your behalf
3	Charges and expenses
4	Your rights with regard to our invoices
5	Electronic mail (and other forms of electronic communication)
6	Data protection
7	Proof of identity
8	Confidentiality, Anti-Money Laundering and Financial Crime Procedure
9	Insurance and liability
10	The charges and expenses of another party
11	Storage of papers and documents
12	Termination
13	Our service and complaints
14	Equality and diversity
15	Further instructions
16	Third parties
17	Law and jurisdiction
18	Other Important Terms
19	Respectful Conduct towards our staff

1 Introduction

- 1.1 The legal services that KMT Law LLP (formerly known as Karam, Missick & Traube LLP) (“KMT”) provides are regulated and authorised by the Solicitors Regulation Authority. Our registration number with the Solicitors Regulation Authority is 513195. These terms and conditions are set out to comply with certain standards recommended by the Solicitors Regulation Authority and the Law Society. Their other purpose is to indicate to clients as clearly

as possible the standard of service that they can expect from us, the amounts that we will charge for the work that we do and our methods of charging.

- 12 When the words ‘we’ and ‘us’ are used in these terms and conditions, they mean KMT. KMT is a limited liability partnership registered in England and Wales. Its registration number is OC345380 and the registered office is situated at 11 Haymarket, St James, London, SW1Y 4BP. A list of partners is available for inspection at this address. KMT is authorised and regulated by the Solicitors Regulation Authority.
- 13 These terms and conditions do not affect statutory and common law rules that govern solicitors’ business. However, if there is a conflict between the terms and conditions and such rules, the terms and conditions will prevail so far as it is possible for them to do so.
- 14 These terms and conditions, any letter that we may send you which states that you have instructed us and any document referred to in that letter, together represent the terms and conditions on which we contract with you to provide our legal services. These terms apply to each matter we work on with you.
- 15 **Changes to these terms.** We can change these terms in response to legal, regulatory and technological changes, and specific anticipated situations which may require changes, and we may increase our hourly rates as explained in paragraph 3.4. If we do so, we will notify you and you can contact us to terminate your instructions before the changes take effect.

2 Responsibility for work carried out on your behalf

- 2.1 The person(s) who will carry out all or the majority of the work on your matter is or are shown on the client care letter that accompanies these terms and conditions.
- 2.2 In certain circumstances, it may be appropriate for some work to be carried out by other members of staff, such as paralegal, secretarial or support staff. This allows us to provide a more efficient service to you and also to charge you the appropriate amount for the work done. All work by such staff is performed under the supervision of a solicitor. A partner has overall supervision of the matter.

23 Matters outside the scope of your instructions.

We only advise on matters within the scope of your instructions, as set out in our engagement letter. Unless your engagement letter clearly says otherwise, we will not advise you on the financial or tax aspects of any matter, on your wider tax or financial interests, on the law of jurisdictions outside of England and Wales, or on accounting and commercial issues (including on the viability and prudence of this matter), even if a relevant issue arises during the course of our work together. You may wish to seek separate specialist advice on these matters.

24 Only you can rely on our advice

Our advice is intended solely for you. We do not accept or assume responsibility to anyone other than the clients identified in our engagement letter. Unless we agree otherwise in writing, you must not share our advice with anyone else.

Where more than one client instructs us jointly, each is jointly and severally liable for payment. Unless otherwise agreed, we may accept instructions from any one joint client.

25 Third party service providers

We may instruct third parties (such as barristers, expert witnesses, enquiry agents and others, as set out in paragraph 3.5, to provide services to you. Where appropriate, on your behalf, we may instruct these third parties as your agent. However, the third parties are instructed by you and accordingly, you will be responsible for the sums charged by third parties and their services are provided to you on their terms. We use reasonable skill and care in selecting and appointing third parties.

26 Delays outside of our control

We are not responsible for delays caused by events outside our control. These may include, for example, court backlogs, postal or courier disruptions, IT or communication system failures, illness or unavailability of the fee earner(s) handling your matter, industrial action, extreme weather conditions, or delays caused by third parties such as barristers, experts, or government bodies. In such cases, we will inform you as soon as reasonably possible and take proportionate steps to minimise disruption, including where necessary, reallocation or handover of your matter internally. Provided we do so, we do not accept liability for any such delay and will not offer compensation. However, you retain the right to terminate your instructions at any time as set out under paragraph 12.

3 Charges and expenses

3.1 Our fees for our services in your legal matter are calculated either on the basis of time spent or on a fixed, capped basis and may be staged, as set out in the matter Client Care letter we have sent you.

32 **Fees on a time spent basis.** If our fees are calculated on a time spent basis:

3.2.1 **Six-minute units.** We calculate the time spent by us in six-minute units (an hour is broken down into ten units, each of six minutes) and charge it at the hourly rate for the person doing the work. Where a task (such as writing a short or standard letter or email or making a phone call) takes less than six minutes of a person's time, the time spent is rounded up to six minutes.

3.2.2 The time we spend will include (but will not be limited to) the following types of activities: meetings with you, members of your staff, experts and maybe others; drafting documents (such as statements of case, witness statements, and letters instructing advocates and experts); attending court; considering, preparing, reviewing and working on various documents; correspondence; travel and waiting time when required to attend matters outside of the office; and making and receiving telephone calls.

3.2.3 In addition to the time that we spend, we take into account various other factors including the complexity of the issues involved in the matter, the speed at which action must be taken, the expertise or specialist knowledge that the matter requires and, if appropriate, the value of the property or subject matter involved. Our rates may be adjusted upwards if, for example, the matter becomes more complex than expected or must be carried out in an emergency or out of hours. In these circumstances, we reserve the right to charge twice the hourly rate for any work that is required to be carried out outside our normal office hours or on an expedited instruction.

33 **Fixed and capped fees.** If we have agreed a fixed or capped fee with you:

3.3.1 **Changes in assumptions.** If the assumptions on which the fixed or capped fee are based (as set out in our Client Care letter) change or prove incorrect we may increase our fixed or capped fee or switch to charging you on a time-spent basis. If we switch

to charging on a time-spent basis, we will provide you with an estimate of our fees to complete the matter.

34 **Hourly Rates**

Our current hourly rates exclusive of VAT are:

Peter Karam (Senior Partner)	£625
David Ward (Senior Partner)	£600
Marc Traube (Senior Partner)	£600
Gayatri Rawtal (Partner)	£500
Senior Associate Solicitors (8 years plus PQE)	£450-£500
Consultants	£350-£500
Associate Solicitors (5 years plus PQE)	£395
Associate Solicitors (2 years plus PQE)	£325
Associate Solicitors (Newly Qualified - 2 years PQE)	£275
Trainees/Senior Paralegal	£225
Paralegals	£175

Increases in hourly rates. We may increase our hourly rates, for example at the start of a new year. We may also increase our rates if your instructions change, for example if the matter we are working on for you becomes more urgent. We may also increase the hourly rate of the fee earner handling your matter where a fee earner working on your matter is promoted or their role is elevated through professional advancement. We will provide you with advance notice of any such increase.

35 **Estimates of Costs**

Please note that any estimate, quotation or other indication of costs is not intended to be fixed by us. If you have any query about the level of any revised rate notified to you, please contact the person in charge of your case immediately.

In general, with contentious matters it is often difficult, in the first instance, to provide an accurate estimate of the likely overall costs. Nevertheless, we try where possible to give estimates for the overall costs of the matter concerned and more particularly, we shall endeavor to give you estimates for each stage of the matter as the matter proceeds or at least every six months, if requested by you.

For the avoidance of doubt, estimates are not binding. Any estimate of our charges (fees, disbursements and expenses) for dealing with your matter or reaching a certain stage in it, as well as estimates or automated quotes provided on our website, are not binding. We may update estimates as a matter progresses, and you must pay all our charges even if they exceed any estimate.

3.6 **VAT**

We add VAT to our charges at the rate that applies when we carry out the work. Currently this is 20%. Our VAT registration number is 973295385. Where services are supplied under Schedule 5 of the VAT Act 1994, VAT is not chargeable and this will not be added.

3.7 **Disbursements**

You must also pay for the expenses that we incur on your behalf (commonly called ‘disbursements’). These include photocopying charges, courier costs, travel expenses, overseas telephone calls and the costs of using the services of other professionals and other persons (such as surveyors, accountants, advocates, barristers and other agents). Other payable fees which may apply are those for central and local government, regulatory and other bodies (such as court fees, search fees, company searches and so on). VAT is normally payable on these items. Details of any disbursements will be notified to you as soon as possible.

Photocopying charges and the costs of facsimile transmissions which form part of our overheads are normally included within the service at the expense rate quoted. However, we reserve the right to charge for these separately in the event that the amount of photocopying and the use of facsimile transmissions or other technology reasonably require this. Please note that we will charge 20 pence per photocopy.

Any bank transfers to be made in relation to your matter will incur an administrative charge by us of £25.00 + VAT as well as the following bank charges:

- | | |
|---|--------|
| • CHAPS (£250,000.00 and over) | £20.00 |
| • Telegraphic Transfer (international payments) | £25.00 |

We are required to perform AML checks on all clients, and a file opening and AML check fee of £60 inclusive of VAT will be charged at the outset plus disbursements as below:

AML Disbursements

AML and due diligence checks are conducted through a third-party service provider and, as a standard charge, we will charge you £20 total for these checks. This comprises £15 for the identity verification check and £5 for the proof of address check.

3.8 **Card payments**

We accept payments by debit and credit card.

Please do not hesitate to contact our accounts department should you wish to make payment by card.

3.9 **Additional Work**

If we need to carry out some unforeseen additional work, we will let you know about this (normally before we carry it out) and provide you with an estimate of the cost. This situation can arise because of unexpected difficulties, a change in your requirements or a change in circumstances during the course of the matter (such as an unexpected action or inaction by the other party or parties involved in the matter).

3.10 **Matter not concluded**

If your matter is not concluded, we will still charge for the time that we have spent and the disbursements and expenses that we have incurred on your behalf. You must still pay our charges and expenses.

3.11 **Money on account**

We will normally ask you to pay certain sums in advance of us carrying out work and incurring expenses on your behalf. From time to time, we will ask for further sums in advance during the course of the matter. We will offset such payments made in advance against the invoices that we send you and the final invoice. However, you should be aware that the total charges and expenses are likely to exceed the advance payments that you have made to us.

3.12 **Cheque clearance**

We reserve the right to clear any cheques or other forms of payment that you provide to us before carrying out any work on any aspect of your matter.

3.13 **Invoices and Late Payment**

3.13.1 We will send you invoices for our charges and expenses on a regular basis during the course of the matter, normally monthly. This will enable you to budget your costs. All invoices sent to you are interim statute bills which are final for the period to which they apply, unless otherwise stated.

3.13.2 Invoices are due for immediate payment.

3.13.3 For Individuals

If payment of an invoice is outstanding for more than **14 days** from the date of issue, we reserve the right:

- (a) to charge interest of 5% plus the Bank of England base rate from the date of issue;
- (b) to stop work on any existing matter and to refuse any further instructions from you.

3.13.4 For Businesses

If payment of an invoice is outstanding for more than **30 days** from the date of issue, we reserve the right:

- (a) to claim statutory interest upon the sum outstanding pursuant to The Late Payment of Commercial Debts (Interest) Act 1998, as amended and supplemented by The Late Payment of Commercial Debts Regulations 2002. This permits KMT to apply late payment interest and seek reasonable debt recovery costs.
- (b) to stop work on any existing matter and to refuse any further instructions from you.

- (c) We also reserve our right to charge a business a fixed sum for the cost of recovering a late commercial payment on top of claiming interest from it. This will depend on the amount of debt.

<u>Amount of debt</u>	<u>What we can charge</u>
Up to £999.99	£40
£1,000 to £9,999.99	£70
£10,000 or more	£100

These amounts are set by late payment legislation.

- 3.13.5 Once an invoice has been raised and sent to you, we are entitled to immediately transfer the fees and disbursements stated therein from monies held on your client account. In any event, in compliance with the SRA Handbook, our fees will be transferred out of the client account before 14 days have lapsed from the date of the invoice.
- 3.13.6 Please note that where you have instructed us to act for yourself with another party (for example your spouse, company, director etc.) jointly then you will be jointly and severally liable with that other party for the payment of our invoices. This means that you will be responsible for payment for the full amount of our invoices should the other party choose not to contribute for any reason.
- 3.13.7 Where instructions are given on behalf of a company, the instructing party (for example a director, shareholder or beneficial owner), accepts personal responsibility for our fees unless otherwise agreed.
- 3.13.8 We reserve the right, in accordance with SRA Rule 27, to offset outstanding invoices against monies we hold on account for you, unless such funds are held specifically for the purpose of discharging disbursements, such as counsel's fees or court fees. In the event that you have instructed us on multiple matters we may, where appropriate, transfer surplus funds from one account to another in order to clear any outstanding balance. We will, however, notify you of this first.

3.13.9 If you fail to pay any invoice, we shall be entitled to recover from you on an indemnity basis all costs, charges and expenses (including legal costs calculated on the basis of our standard hourly rates and any external legal costs on a solicitor/barrister and own client basis) which we incur in recovering any unpaid fees or in otherwise enforcing our rights under these Terms and Conditions, such costs to be paid by you on demand. For the avoidance of doubt, the costs recoverable under this clause shall include (without limitation) the cost of our fee earners' time spent in corresponding with you regarding non-payment, preparing and issuing statutory demands and/or other pre-action correspondence, and pursuing any litigation or insolvency proceedings, calculated at our standard hourly rates then in force. Additionally, we shall be entitled to recover an administrative charge of £60 plus VAT for each chaser communication sent to you by any member of our staff who is not a fee earner in relation to unpaid invoices.

4 Your rights with regard to our invoices

- 4.1 If you have queries about any invoice that you receive, please contact us immediately.
- 4.2 If you do not agree with the amount of any of our invoices, you have the right to apply to the High Court. The court will assess the amount charged in an invoice. This process is subject to certain limitations. For further details of your rights, please consult the Solicitors Act 1974 Sections 70 to 72.
- 4.3 If you use the procedure under the Solicitors Act 1974 and any part of an invoice remains unpaid, we have the right to charge interest on it (on the basis set out in paragraph 3.10.2 above).
- 4.4 You have the right to complain about the amount of any of our invoices under our complaints procedure. Please see paragraph 13 below.
- 4.5 The Solicitors Act 1974, s74(3) provides that the amount which may be allowed on the assessment of any costs between a solicitor and a client for any item relating to proceedings in a county court shall not exceed the amount which could have been allowed between the parties in those proceedings. By accepting our Terms of Business you also accept that s74(3) of the Solicitors Act 1974 does not apply to this retainer and that our charges will be as set out in the letter and our Terms of Business.

5 Electronic mail (and other forms of electronic communication)

Electronic mail and other forms of electronic communication (such as texting and voicemail) enable us to communicate more quickly with our clients (and also enable clients to correspond with us more quickly). However, not every client finds one or more of these methods of communication acceptable. Some have concerns about who might see the contents of such communications and not every client has systems in place to ensure that only the addressee of a form of electronic communication will see it.

The letter which accompanies these terms and conditions allows you to indicate whether you agree to letting us communicate with you by email or other forms of electronic communication. However, we cannot be responsible for the security of correspondence and documents sent by email or fax.

6 Data protection

6.1 For information about how we deal with your personal information, see our privacy policy as published on our website and provided with these terms.

6.2 In order for us to provide you with legal services you will need to provide us with personal information about yourself. Although the information you provide is used primarily for the provision of legal services, it may also be used for related purposes (such as administration, invoicing and/or keeping client records etc.). While we are performing the legal services, we can also collect or retrieve information about you from third parties.

6.3 In some cases, we may hold more sensitive information about an individual such as about health. This may be necessary to pursue your legal matter. We are permitted to use such information to provide legal advice to you or in connection with equality legislation. You can withdraw consent to your information being used in a particular way, but this may limit what more we can do for you (if anything).

6.4 How we use this information depends on three factors:

- 6.4.1 the instructions that you provide;
- 6.4.2 the requirements of the UK GDPR and Data Protection Act 2018; and
- 6.4.3 the duty of confidentiality that we owe to you.

65 In particular circumstances, we may disclose the information that you have provided or that we have collected or received about you to other persons and organisations. For example, this information may be disclosed to:

- 6.5.1 other suppliers of professional services, such as other lawyers, barristers, accountants and expert witnesses. For example, if we are helping you to negotiate a contract with a third party, a lawyer may be representing that party and we will need to disclose information about you to them during discussions about the contract;
- 6.5.2 the courts and governmental and regulatory authorities. For example, if we are applying for a permit or a license on your behalf, we must disclose relevant information about you to the organisation that is granting permission or issuing the license; and
- 6.5.3 organisations that regulate the legal profession.

66 While we are regulated as a firm of solicitors by the SRA, if you have a complaint about how your personal information is being used which we have not been able to address, you may also be able to make a complaint to the Information Commissioner's Office (ICO) directly. You have the right to access any personal data that we hold about you. Further details about how to do this can be found on the Information Commissioner's Office website at www.ico.org.uk.

67 On occasions, we would like to send you information that is not connected with the matter for which you instructed us. If you would prefer us not to contact you with such information, please let us know by email or in writing.

68 We do not share or sell your data to third parties for marketing purposes.

7 Proof of identity

7.1 We are required by law to obtain satisfactory evidence of your identity (which can include people who are related to you). These measures are necessary to prevent the use of legal services for the laundering of criminal proceeds.

72 To comply with our duties, we must have the evidence of your identity as soon as possible.

73 For individuals, in most cases, identification evidence will consist of the following two documents:

7.3.1 your current valid passport; and

7.3.2 a document (such as a utility bill or a bank statement) that shows your name and your current residential address and is dated no more than three months older than the date on which we ask for the evidence of your identity.

74 For companies, in most cases identification will involve:

7.4.1 us carrying out checks with the Registrar of Companies as to your existence and standing;

7.4.2 other checks with third party organisations in appropriate cases;

7.4.3 our inspection of your statutory registers and minute book;

7.4.4 identifying those persons who we are dealing with on your behalf, and those persons who hold a 25% or greater share of the company

75 If you are unable to supply the documents listed in Paragraph 7.3 or 7.4 above please contact us to discuss alternative ways that you can be identified.

76 In some cases, in order for us to properly identify you, we may need to carry out checks or make searches with third parties, and as such additional charges may be necessary to cover our expenses for these searches. Any such charges will be discussed with you in advance and will be listed under the expenses section of your bill.

77 Where you cannot provide satisfactory evidence of identity then we may not be able:

7.7.1 to act for you, and/or

7.7.2 to receive any money from you; and/or

7.7.3 to pay any money to you or to a third party on your behalf.

8 Confidentiality, Anti-money laundering and financial crime procedures

8.1 As solicitors, we have both a professional and a legal obligation to keep your affairs confidential. These obligations include not disclosing the information that you provide to us (except as otherwise provided in these terms and conditions) or details about the legal services that we are providing to you.

82 **How we verify your identity and check your credit rating.** As a firm of solicitors, we must comply with different legal and regulatory requirements aimed at preventing crime. You agree to co-operate with us in order to verify your identity, your business structure, organisation history, sources of income, wealth and funds, and other matters relevant to discharging our legal and professional duties in this respect. This may include attending our offices with identification and other documentation for verification but could also involve disclosure of more personal information such as bank statements and evidence of income. If it is not possible to attend our offices, lawful alternatives will be considered with you. Additionally, we may also need to check your credit rating.

83 These obligations of confidentiality are not absolute. In certain circumstances, we may have a duty under the law to make a disclosure to the National Crime Agency. This duty to make a disclosure will be triggered when we know or suspect, or have reasonable grounds for knowing or suspecting that a person is engaged in, or attempting, money laundering or terrorist financing.

84 If we do make a disclosure to the National Crime Agency in connection with your matter, this is likely to mean that:

- 8.4.1 we cannot tell you that a disclosure has been made;
- 8.4.2 we must stop working on your matter for a period of time; and
- 8.4.3 we cannot tell you why we have stopped working on your matter.

85 As a result of The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017, KMT:

- Will only accept up to £500.00 in cash for any transaction. Sums in excess of that amount will not be accepted;
- Will insist on proof of ID for the source of any third party cheques or payments;
- May ask for more information as to your background and the transaction;

- May insist that all financial matters and receipts of funds are effected well in advance of the date of expected use or requirement of those funds and refuse to exchange or complete your contractual obligation until fully satisfied as to relevant circumstances and/or deemed or actual consent to the transaction has been obtained by us from the National Crime Agency.

86 If you and another person jointly instruct us on a matter, you agree that there will be no confidentiality between you and the other joint client and that information you disclose to us can be shared with the other joint client. We can also share information that you provide in relation to a matter with a third party (such as an accountant or estate agent or other supplier of professional services) who is helping with the matter, unless you instruct otherwise. You also permit us to disclose information about matters on which you instruct us to our insurers, auditors and the regulatory bodies governing the work of solicitors. We will only do so in confidence.

87 If a conflict of interest occurs (for example, where your interests conflict with those of another joint client on the same matter or with another client of the firm), we may have to stop acting for you. A conflict of interest can arise for a number of reasons. For example:

8.7.1 If you do not wish to allow us to disclose information that you have provided to another joint client (such as where you are buying property with a mortgage and do not wish us to disclose certain information to the lender who is a joint client with you);

8.7.2 If you provide information to us which we must disclose to another client (in order to act in their best interests as well as yours) but you do not wish us to do so, or the other client provides information which we must disclose (in order to act in your best interest) but they do not wish us to do so; or

8.7.3 If another situation develops where it would be a breach of professional rules for us to act for both you and another client.

9 Insurance and liability

9.1 You acknowledge and agree that if you wish to make a claim relating to or in connection with the services provided by us, the claim can only be brought against KMT and not against the

individual members, officers or employees. We believe that this is reasonable as it corresponds to modern business practice and KMT has in place indemnity insurance as required by the Solicitors Regulation Authority.

92 ‘Claim’ means any claim whether arising out of this agreement or otherwise, and whether such a claim is made in contract, tort, on the ground of breach of trust or on any other basis.

93 Where a person is called a ‘partner’, the purpose is to indicate that person’s status. It is not to be assumed that the person is holding himself out as a partner for the purposes of partnership law. All partners are acting in their capacity as members and employees of KMT .

94 Our maximum liability for loss or damage, breach of contract, breach of trust, negligence or otherwise (with the exception of fraud) is £4 million for any one transaction/matter or series of connected transactions/matters, unless a higher amount is stated in the letter that accompanies these terms and conditions.

95 Your rights in respect of any breach on our part of this engagement shall only be enforceable if notice in writing giving all material details of any claim shall have been given to us on or before the second anniversary of the date appearing at the top of the client engagement letter.

96 We will not be so liable if such losses are attributable to the provision of false, misleading or incomplete information or documentation or due to the acts or omissions of any person other than us.

97 We will not be liable, to you or any third party, for any loss, damage, costs or expenses of an indirect or consequential, special or exemplary nature, including without limitation any economic loss or other loss of turnover, profits, opportunities, business or goodwill, howsoever the indirect or consequential economic loss or damage is caused, including our negligence but not our willful neglect.

98 We limit our liability as far as the law permits. We cannot limit our liability where, because of our negligence, we cause death or personal injury to occur.

99 We have professional indemnity insurance in place. The original certificate of insurance is available at our offices. Should you wish to inspect the insurance certificate, kindly let us know and we will produce the same.

10 The charges and expenses of another party

10.1 You are responsible for paying our charges and the expenses incurred on your behalf in all circumstances. We will discuss with you whether and when another party or person may be legally required to pay them.

10.2 Where more than one client instructs us jointly, each is jointly and severally liable for payment.

10.3 If you succeed in court proceedings or through a form of settlement another party or person:

10.3.1 May be required to pay our charges and expenses instead of you; or

10.3.2 May be required to pay only a part of such charges and expenses.

10.4 Although another party may be required to pay all or part of our charges or expenses incurred, they may refuse to pay or not have the funds to pay.

10.5 If another party is legally aided or has community legal funding, it is unlikely that party will be required to pay our charges and expenses incurred even if you succeed in a case against them.

In all these circumstances you will be responsible for paying any or all of our charges and expenses incurred which are not, in fact, paid by another party or person.

10.6 Court-awarded costs and interest

If a court orders another party to pay all or part of our charges and expenses, we may also claim interest on those sums from the date of the court order. If you have already paid those charges and expenses to us, we will account to you for the interest received in proportion to

your payment. If any amount remains outstanding, you will be responsible for paying the balance, and we may apply any interest recovered toward that amount.

10.7 You will be responsible to pay the charges and expenses of trying to recover any charges and expenses that the court orders the other party or person to pay.

10.8 A court may also require you to pay the legal charges and expenses incurred by another party, usually when you are not successful in legal action against them or they are successful in legal action against you. Such payments would be in addition to our charges and expenses incurred.

10.9 We will discuss with you whether it is possible that our charges and expenses incurred and any liability to pay another party's charges and expenses incurred can be covered by insurance. Also, we will discuss with you whether you should have insurance to meet any liability to pay another party's charges and expenses incurred.

10.10 You should immediately check whether you have insurance policies which provide cover for some or all of your legal costs concerning your matter. If you do, then you should immediately notify the insurer(s) about this matter. If you delay in informing them then they may refuse to accept the claim, and this would mean you would be responsible to pay all the charges and expenses incurred.

11 Storage of papers and documents

11.1 We are entitled to keep all the papers and documents generated by us or received from you or other persons (including original documents) if some or any sums that you owe us have not been paid at the end of our work on the matter or after the termination of the retainer.

11.2 We normally keep papers for no more than six years (except for those that you ask us to return to you). We keep the papers on the understanding that at the end of six years after the date of the final invoice we sent to you, we have your express authority to destroy the papers. However, we will not destroy any papers that you have expressly asked us to deposit in safe custody.

11.3 We do not usually charge for retrieving papers or documents held in storage where you are providing continuing or new instructions. However, we may charge (based on the time that we

spend in retrieving stored papers or documents) for producing them to you or to another person at your request.

12 Termination

121 You can terminate your instructions to us in writing at any time. However, if you have not paid all the sums owing to us, we are entitled to exercise a lien and retain your papers and documents until you do so.

122 During the course of the matter, you may come to believe that we should stop acting for you. This may be the case if, for example, you cannot give us clear or proper instructions on how we should proceed, or it has become apparent that you have lost confidence in the way that we are carrying out work on your behalf.

123 We will only stop acting for you when we have a good reason to do so; for example:

- 12.3.1 if you do not pay one or more of our invoices;
- 12.3.2 if you do not make an advance payment promptly when this has been requested;
- 12.3.3 if you provide instructions that are unreasonable or would require us to breach a professional rule or a duty to the court or involve the commission of a criminal offence; or
- 12.3.4 if there is a conflict of interest.

124 If we decide to stop acting for you, we will give you reasonable notice that this is what we plan to do. The precise length of the notice will depend on the circumstances.

125 If you decide that you no longer wish us to act for you, you must pay us for the time that we have spent, based on our hourly charges plus any expenses incurred up to the date of our ceasing to act for you.

13 Our service and complaints

- 13.1 Our aim is to provide a high-quality service with which you will be satisfied. However, we do realise that on some occasions your expectations may not be met or that you may have a query or concern or simply be dissatisfied. You are entitled to complain about the services that we provide to you. We have a complaints procedure for handling complaints (see below at paragraph 13.2).
- 13.2 As a first step you should raise any concerns or complaints with the person(s) named in the letter which accompanies these terms and conditions. If you cannot resolve the concerns or complaints to your satisfaction or do not wish to speak to the person(s) named, please contact Mr Marc Traube, Senior Partner, who has overall responsibility for your matter. Where the person dealing with your matter is Marc Traube, your complaint can be taken up with another partner of the firm.
- 13.3 Once you have raised a complaint with a partner of the firm, we will acknowledge receipt promptly and conduct a thorough investigation. We aim to provide a substantive written response within 28 days of receiving your complaint and, in any event, no later than 8 weeks. If additional time is required, we will write to inform you of the reason for the delay and confirm when you can expect our full response.
- 13.4 **Complaining to the Legal Ombudsman**
- 13.4.1 We are committed to dealing with complaints fairly, transparently, and as swiftly as possible. If, following our final written response, you remain dissatisfied, you may escalate your complaint to the Legal Ombudsman as outlined below.
- 13.4.2 At the end of our complaints procedure, you have the right to make a complaint to the Legal Ombudsman (PO Box 6167, Slough, SL1 0EH telephone number: 0300 555 0333, email address: enquiries@legalombudsman.org.uk, website: www.legalombudsman.org.uk).
- 13.4.3 There are time limits for making a complaint to the Legal Ombudsman: you should make a complaint to the Legal Ombudsman no later than one year from the date of the act or omission being complained about; or
- 13.4.4 one year from the date when the complainant should have realised that there was cause for complaint.

13.4.5 Please note it has the discretion to accept complaints in circumstances where it determines it to be fair and reasonable to do so.

You also have 6 months to complain to the Legal Ombudsman from when you receive a final response from us.

135 **Reporting professional misconduct to the SRA.**

The Legal Ombudsman deals with concerns about the level of service which a client has received. Clients can report suspected professional misconduct to the SRA. Examples of professional misconduct include dishonesty, taking or losing your money or treating you unfairly because of your age, a disability or other characteristic. You can find out how to do this at www.sra.org.uk/consumers/problems.

14 **Equality and diversity**

We have a strong commitment to embracing as well as promoting equality and diversity in the relationships that we have with our clients, our employees and third parties. KMT does not discriminate in the way that it provides services on the grounds of race, colour, religion, nationality, ethnic origin, sexual orientation, gender, age, disability or marital status.

15 **Further instructions**

If you provide us with further instructions, these general terms and conditions will apply, unless we agree otherwise.

16 **Third parties**

16.1 For the purposes of the Contracts (Rights of Third Parties) Act 1999, this contract is not intended to, and does not, give any person who is not a party to it the right to enforce any of its provisions.

16.2 Only the person(s) named as our client or clients in the letter accompanying these terms and conditions can rely on any advice or assistance or other work that we provide. If any information given as part of our advice, assistance or other work is revealed to a third party by you (or by us), you must then inform the third party that we accept no responsibility for it.

17 Law and jurisdiction

The terms contained in this agreement are governed by and construed in accordance with the laws of England and Wales and each party agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

18 Other important terms

18.1 Nobody else has any rights under this contract, except our staff.

This contract is between you and us. Other than our staff, nobody else has rights under it or can enforce it. Neither of us will need to ask anybody else to sign-off in the event of ending or changing it.

18.2 If a court invalidates some of this contract, the rest of it will still apply.

If a court or other authority decides that some of these terms are unlawful, the rest will continue to apply.

18.3 Opening hours

We are open on normal working days from 09.00 am to 5.30 pm. Outside of these opening hours, please contact the solicitor working on your matter via email or leave a message on our answer machine on 020 7292 2060. Please note that we do not usually provide our services outside of the days and times stated above, except where we have made prior arrangements with you. Meetings outside the office may be arranged in exceptional circumstances if this is unavoidable or if there is an emergency.

18.4 Examination of our files and systems by third parties

We may need to let another organisation (such as the body that regulates solicitors, the Solicitors Regulation Authority) examine or audit our systems and files, or to produce material to them. In this situation, they are under a duty to maintain confidentiality in relation to your files. If you object to your file being audited by an external auditor kindly advise us at the outset of the matter.

18.5 Financial Services

We are not authorised by the Financial Conduct Authority, under the Financial Services and Markets Act 2000. If, while we are acting for you, you require advice on investments, we may need to refer you to someone who is authorised to provide such advice. We are able in certain circumstances to offer a limited range of investment services to clients, as members of The Law Society of England and Wales and regulated by The Solicitors Regulation Authority. We can provide limited investment services if they are an incidental part of the professional services we have been engaged to provide.

18.6 Financial Services Compensation Scheme and Anti-Cybercrime Warning

- 18.6.1 Our client funds are held with Coutts & Co.
- 18.6.2 Strict limits apply to how we operate our client account (used to hold money on a client's behalf in connection with a legal transaction). We do not accept cash, except in limited circumstances as set out in paragraph 8.5.
- 18.6.3 We cannot offer a banking facility and there are limits on how funds can be paid into and out of our client account.
- 18.6.4 As a result of the increased risk posed by cyber fraud and especially those relating to bank account details, please note that our bank account details will NOT change during the course of a transaction and we will NOT email you any other bank details other than those provided to you at the time of client onboarding. Please be vigilant and ensure caution is exercised when opening email attachments or links and when responding to any requests for your bank details. We will not accept responsibility if you transfer money into an incorrect bank account. If you receive any communications suggesting that the bank account details have changed, please call us on 0207 292 2060 directly and speak to the solicitor or assistant dealing with the matter to check the same.
- 18.6.5 It is highly unlikely that we will be held liable for losses resulting from a banking failure. The £85,000 Financial Services Compensation Scheme (FSCS) limit applies to each individual client (if eligible), so if you hold other personal monies in the same deposit-taking institution as our client account, the limit remains £85,000 in total.
- 18.6.6 If a corporate body client is not considered to be a small company by FSCS it will not be eligible for compensation.
- 18.6.7 Some deposit taking institutions have several brands, i.e. where the same institution is trading under different names. You should check either with your deposit-taking institution, the Financial Conduct Authority or a financial adviser for more information.

18.7 Interest Payments

We pay interest on client monies held by us in accordance with the Solicitors Act 1974, subject to certain minimum amounts and periods of time set out in the Solicitors Regulation Authority Accounts Rules 2011. Interest will be calculated and paid to you at the rate from time to time payable on Coutts & Co designated client accounts. In the event that we are holding monies to your credit on one of your matters, and there are unpaid costs or disbursements on another of your matters, we reserve the right to apply any such funds to discharge your liability to us.

18.8 Intellectual Property

All intellectual property rights subsisting in any documents or works created by KMT or any third parties in relation to your matter shall remain proprietary to the party that created such document or work, unless otherwise agreed by KMT or the third party in question.

18.9 End of Your Case

When your case comes to an end, we will tell you the outcome and anything else you need to do including whether you need to look at the matter again in the future. We will return any of your property, unless you ask us to store it, and account to you for any outstanding money.

18.10 Appointment

If you need to see your legal representative, please book an appointment before attending the office. If for any reason you have difficulties contacting them or have minor queries, then please feel free to write to us or send an email to info@kmtlaw.co.uk and we will respond without delay.

18.11 Change of Address/Telephone

If you change your address and/or telephone number, you must inform us immediately in writing of the same, as if we are unable to contact you, your case may suffer detriment.

19 Respectful Conduct Towards Our Staff



The staff at KMT are committed to acting professionally, in the best interests of our clients, and responsibly within the wider community. We strive to maintain a respectful and constructive relationship with all those with whom we work. In return, we expect clients and third parties to treat our staff with courtesy and respect. We will not tolerate any form of abuse, including but not limited to threatening, intimidating, aggressive, discriminatory, offensive language or behaviour, or harassment. Where such conduct occurs, we reserve the right to take any and all appropriate steps, including ceasing to act, notifying relevant authorities, or taking further legal action as necessary to safeguard our staff and the integrity of our services.