Terms of Business

LANDSMITHS
SOLICITORS

Engagement

This document ('Our Terms' or 'These Terms'), together with our 'client care' letter for each matter we work on, forms our entire agreement with you to provide legal services ('our Agreement'). It is an important document and should be read carefully. If you are unsure of any part of These Terms you must contact us for clarification before we begin work for you.

Unless expressly agreed otherwise Our Terms apply to each matter we work on with you. We may change these terms and conditions from time to time and will notify you of this in writing if we do so.

About us

We are a private limited company registered in England & Wales with company number 12544060. Our registered office is Stoney House, 26-30 Stoney Street, Nottingham, England, NG1 1LL. We may from time to time use the word 'partner' to refer to a senior staff members but this does not mean that they are necessarily a Director or shareholder of the company. Please check our website for a full list of our Directors and shareholders. Our VAT number is 372828177.

We are a firm of solicitors authorised and regulated by the Solicitors Regulation Authority (SRA) and our legal services under this agreement are regulated by the SRA. Our SRA number is 802873. You can find out more about the SRA and view the professional rules which apply to us on the SRA website: www.sra.org.uk. Please note that owing to our professional duties as solicitors there are some limits on what we can do to help clients achieve their goals. We cannot, for example, break the law, act in a conflict of interest, mislead the Court or act in a manner deemed 'unethical' by our regulator.

We are not authorised by the Financial Conduct Authority. However, solicitors are able to provide certain financial services incidental to their legal work while regulated by the SRA. We are included on the register maintained by the Financial Conduct Authority so that we can carry on insurance distribution 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 at www.fca.org.uk/firms/financial-services-register. Further information would be provided to you in advance of such work on our part including providing you with a statement of demands and needs.

Your responsibilities

You agree to:

- comply with These Terms;
- provide us with information relating to your matter in a timely, clear and accurate manner. Information provided to us must not be false or misleading. We will not generally verify the information provided unless you expressly ask us to do so;
- tell us straight away of any change in your contact details;
- pay all of our bills and other charges in accordance with These Terms;
- not ask us to do anything which would breach our legal, professional or regulatory duties;
- give us authority to act on your behalf in connection with your legal matter including incurring expenses on your behalf and instructing other professional advisers or similar.

Communicating with you and our business hours

Most clients prefer to use email for written communications, even though email may not be secure. You consent to us corresponding with you by email and relying upon communications coming from your email account unless you tell us otherwise in writing.

Some clients may wish to use WhatsApp or other social media messaging platform for written communications. Whilst we may be prepared to communicate using such platforms for routine logistical and administrative purposes, for data security reasons, we will not send or receive confidential information via such channels, and neither will be take formal instructions or provide formal advice or document sharing via such channels.

We take reasonable steps to minimise the risk of our email or computer systems or other messaging platforms carrying a virus or similar harmful items. You agree to also take reasonable steps to properly secure your communications with us and protect the email and computer systems used for your matter. This is important in order to protect your rights and funds. You can learn more about staying safe and secure online including good password practice at: https://www.cyberessentials.ncsc.gov.uk

We will not accept any instructions from you to alter your banking details or instructions on where money should be sent if received by email. This is due to the risk of fraud by someone impersonating you to divert your money to him or her or instead of you. We reserve the right to take the time to confirm such instructions with you personally by telephone and by other reasonable means before acting on such instructions. Similarly you agree not to rely upon any change of bank details notified to you in relation to our firm including by email, WhatsApp or other social media messaging platform, even if it appears to come from our firm. Fraudsters can convincingly impersonate email accounts. If you receive any such email purportedly from us or any other suspicious looking communication which appears to be from us please call us on a known number or the number on our website (not the number on any suspicious communication you may receive) to speak to us immediately. We will not be liable for any losses or damage resulting from funds being sent to an incorrect account or for the interception of payments made in the normal manner.

We are normally open between 9:00 AM and 5:00 PM Monday to Friday except for bank holidays. While our staff may sometimes respond to communications and work outside of our normal office hours this is entirely at our discretion and we would ask you to respect that there will be times when we are not available.

If you are an organisation of some form rather than an individual we will generally take instructions from the individual named in our client care statement. We reserve the right to insist upon sight of a formal resolution by the client organisation as to whom shall instruct us in the future in the event of potentially conflicting instructions from different individuals connected to a client organisation and any question as to from whom we should take instructions.

As a firm we wish to support and promote equality and diversity. If it would assist you for our services to be delivered in a different way please do not hesitate to let us know and we will investigate how we can assist. A copy of our Equality and Diversity policy, which includes information on reasonable adjustments, is available upon request.

Our charges

You are liable to pay our charges including our fees for our time spent, expenses and other charges we incur on your behalf in relation to your matter (sometime also referred to as 'disbursements') and tax (including VAT on our time spent and, where applicable on the charges and expenses referred to). Our method of charging may be based upon an hourly rate or a fixed fee. We will explain whether we are charging on an hourly rate or fixed fee basis together with the details of our hourly rates in our client care letter. Our hourly rates are bases on the level of experience of the person carrying out the work as reflected in their status (please refer to the fees later on this document).

Our time spent on a matter is calculated in six-minute units rounded up to the nearest full six-minute unit of time. For example, short or standard letters, emails and phone calls may require less than six-minutes of a fee earner's time but will still be charged as one six-minute unit. Each six-minute unit is the equivalent of 10% of our hourly rate. Time spent will include meetings with you (and any third parties); considering, preparing and working on documents; correspondence with you (and any third parties), whether by letter, email or other means of communication; making and receiving telephone calls, video calls or other means of non-written communication; internal consultations; travelling to appointments out of the office, or for any reason connected with your matter. We may in some circumstances also charge you for time spent in relation to compliance issues such as those referred to in the 'Anti-money Laundering and financial crime procedures' section below.

We reserve the right to vary our hourly rates, for example at the start of a new financial year. We will give you advance notice of any proposed change. If we feel it is necessary to vary our hourly rates due to the nature of your instructions changing (such as in respect of the urgency or complexity of the matter, the expertise or specialist knowledge that the case requires, or where work is required outside our normal working hours) we will notify you of this and agree an appropriate alternative hourly rate with you.

When charging on an hourly rate basis we will endeavour at the beginning of your matter to provide an estimate of the total costs for your matter or for reaching a certain stage in the matter or for providing advice on a particular issue. When providing such an estimate we will endeavour to set out what work the estimate will cover in the 'scope of works' section of our client care statement. If we are required or requested to perform extra services beyond the scope of the work set out, this must be agreed in writing and will be charged at the relevant hourly rate (as per our rates set out in this document). Wherever possible, we will seek to agree the additional fees with you before we carry out the extra work based on your instruction. Similarly we may publish on our website estimates of our costs or automated quotes. Where an estimate is given, it is given in good faith and in light of our experience. It is a guide to assist you in budgeting for your legal costs and is not fixed. We may provide you with updated estimates as a matter progresses. Such updated estimates are not a cap. You remain liable for all charges whether our original or updated estimates are exceeded or not. Costs can sometimes be increased for reasons outside our control, including unforeseen complications or delays by other parties to a transaction or case. We will do our best to keep you updated with the best costs information that we are able to provide and to inform you if it becomes apparent that an estimate is likely to be exceeded. If you would like to agree a ceiling figure above which we will not incur any further costs without your consent, please let us know as soon as possible.

If we charge on a fixed fee basis, this is based on the assumption that the work will be completed without any complications arising. If any unforeseen additional work is required, or if you change your instructions to us and the scope of work required by us, we will either provide a revised fixed fee or agree that any additional work will be charged at the hourly rate of the person(s) dealing with your matter. In either case, we will not carry out any further work until any changes to our original fixed fee have been agreed in writing.

Unless expressly stated otherwise within the client care letter, if we agree to work with you on a fixed fee basis and your instructions are terminated (either by you or because we have grounds to terminate under These Terms) we reserve the right to charge you the full fixed fee. At our absolute discretion, we may alternatively agree to reduce our fee to a sum equivalent to what our charges would have been for the work actually undertaken on a time spent basis applying our standard hourly rates.

Terms of Business

LANDSMITHS
SOLICITORS

The cost of our services is subject to VAT. All hourly rates and costs estimates quoted by us are exclusive of VAT unless expressly stated otherwise.

We may require a payment on account of our costs prior to beginning work on your matter and in order to continue work for you. We are not required to use a payment on account of costs to fund interim bills but reserve the right to transfer monies paid on account of costs for payment of outstanding charges upon the raising of a bill. Examples may include barristers' fees, courier fees, search fees and experts' fees.

We reserve the right to charge separately for photocopying, printing, electronic funds transfers/ telegraphic transfer fees, catering and other support services and other incidental expenses, such as those involved in compliance investigations and meeting regulatory obligations, where they are required in order to pursue your matter or are incurred in connection with your matter. Where applicable, we will charge VAT on these expenses.

We may as your agent ask others to work on your behalf and you will be responsible for their fees as incurred 'disbursements' (as referred to above). Disbursements are costs related to your matter that need to be paid to other people but we handle the payments on your behalf to ensure a smoother process.

We charge for disbursements and expenses that we incur during a transaction. We also charge for bank transfers as follows, CHAPs payments at £25 plus VAT and faster payments at £10 plus VAT and in addition we charge the cost of carrying out Anti-Money Laundering Source of Funds checks, the cost of which will be detailed in the client care letter.

Our current hourly rates are set out below. VAT will be charged in addition.

Hourly Charging Rates 2026

Director – Commercial Property	£450
Director – Residential Property	£350
Associate – Commercial Property	£300
Associate – Residential Property	£250
Solicitor – Commercial Property	£250
Solicitor – Residential Property	£200
Conveyancer	£200
Trainee/Paralegal – Commercial Property	£150
Trainee/Paralegal	£100

Our bills

Unless agreed otherwise in writing we may raise a bill on an interim basis (so before the end of your legal matter) which may include disbursement only bills. Paid interim bills will be credited against your final bill.

If you are receiving or anticipate receiving assistance with funding from a third party in connection with your legal matter you nonetheless remain liable for the payment of our charges in accordance with These Terms. This includes where you are seeking to claim back part or all of our costs from an opponent in litigation or where an undertaking has been received by us from another party to pay the costs. Please notify us straight away if you have any form of legal expenses insurance that you think might pay your legal fees. We recommend that you review your existing insurance policies to see whether you already hold insurance which is often known as "before the event legal expenses insurance" which may cover your legal fees. You may find this within the following existing insurance policies: household insurance, vehicle insurance, travel insurance, life insurance, membership of a trade union or part of a credit card agreement, or you may have a stand-alone policy. If you are unsure, we recommend that you contact your existing insurance providers to confirm whether or not you hold such cover. You may also wish to review the Law Society's consumer guidance on Legal expenses insurance (LEI) here Legal expenses insurance (LEI) | The Law Society.

Should we become liable for further expenses incurred on your behalf after sending you our final bill we reserve the right to raise a further bill for these costs.

Our bills are payable upon receipt by you. We may charge interest on unpaid bills at a rate of 8% above the Bank of England's base rate. Interest will begin to run prior to securing judgement.

If you do not pay our bills we reserve the right to cease further work for you and to withhold from you any information or items relating to your matter until full payment has been received (subject to such information that may be available to you under data protection laws).

It is a condition of these instructions that you agree to receive a bill via electronic means such as email.

If you wish to complain about our bill you can follow our complaints procedure (see below). You may also ask Court to assess our bill of costs under Part III of the Solicitors Act 1974 subject to certain time limits and conditions.

If we are instructed by more than one person then the obligation to pay our bills will be joint and several (otherwise the rights and obligations shall be several).

Terms of Business

LANDSMITHS
SOLICITORS

Referrals and commissions

We will only refer, recommend or introduce you to another business or third party in good faith, where we believe that such a referral is in your best interests and where you have given us informed consent to do so. As a matter of policy, we do not accept commission, discounts or referral fees from such third parties. If we were ever to consider doing so, we would inform you of this in advance and credit you with the commission unless you agreed otherwise.

If your matter has been referred to us lawfully by a third party and that party expects to receive or receives any financial or other interests from us as a result of the referral, we are required to notify you of this. As a matter of policy, we will not accept referrals from third parties where the third party expects to receive a referral fee or commission for the referral.

Other firms may introduce clients to us because they are aware of our relevant experience and believe it is in the best interests of the client to refer them to us. If this is relevant to you/ your matter, it is important to know that you have the right to choose your own law firm and you are not in any way bound to accept their recommendation and instruct us. Where you do decide to instruct us following such an introduction/ referral the position as set out above regarding any referral fees, commission or discounts will apply and we will notify you accordingly. Please note that where there is any connection with another business or third party, your file will remain confidential and we will not discuss any aspect of your instructions with the third party, other than at your request/ with your consent. We will not allow any arrangements we may have with any such third party to interfere with our duty to protect your best interests in all our dealings with you.

Holding client money and payment of interest

We may hold money on your behalf in our client account. Our client account is in England & Wales and is covered by the Financial Services Compensation Scheme. You should be aware however that there is a limit of £120,000.00 for all monies held by you in the particular bank whether via our client account or otherwise as well as certain eligibility conditions. For more information visit https://www.fscs.org.uk.

We keep interest paid on the general client account for ourselves. However, we have adopted a policy of paying to clients a fair and reasonable sum in lieu of interest on the monies held when it is fair and reasonable to do so. While we strive to adopt a fair policy, clients should understand that they are unlikely to gain as much interest on monies held by us as part of their legal matter as they might if they invested the money themselves. Interest paid on money held in our general client account or separate designated client account will be paid gross, without deduction of income tax. It is your responsibility to notify HM Revenue & Customs of any interest they receive depending upon their individual circumstances.

We do not pay interest to clients for money held in circumstances in which we are not required to do so and where we consider that this would be inappropriate, namely:

- where the amount of the interest calculated under our policy is less than £50.00 (for reasons of administrative cost and proportionality);
- on money held for professional disbursements (such as a barrister or translator's fee) if that person has requested a delay in payment of the fee;
- on an advance by us into our general client account to fund a payment on the client's behalf in excess of funds already held for the client in that account;
- where we have agreed with the client, because it is fair in all the circumstances to do so, not to pay any interest in their particular case i.e. because the client has contracted out;
- where the client has instructed us to hold the money in such a way that unusually no interest is in fact accrued.

We keep the £50.00 cap and levels of interest paid under review as interest rates change from time to time.

Our policy is to:

- pay interest at the end of the client's matter save for where it is more appropriate to account for a sum in lieu of interest on an interim basis owing to monies being held for an unusually long period of time;
- calculate interest in accordance with applicable rates during the period for which we hold cleared funds for the client.

Limitation of liability and professional indemnity insurance

You agree to the limits on our liability set out in These Terms and that these are reasonable in all the circumstances.

For the avoidance of doubt, nothing in These Terms seeks to exclude or limit our liability in respect of our liabilities which cannot lawfully be excluded or limited, such as in respect of death, personal injury, fraud or fraudulent misrepresentation. The following terms should therefore be read subject to this.

We will not be liable for any special, indirect or consequential loss or damage of any kind (whether foreseeable or known or not) including loss of profit, revenue, income, business, opportunity, goodwill or similar economic loss or damage.

We shall not be liable to you for any loss or damage arising as a result of 'force majeure' (that is, if we are unable to perform any of our services as because of a cause beyond our reasonable control).

Terms of Business

LANDSMITHS
SOLICITORS

We will not be liable for any loss or damage of any kind arising as a result of complying with our legal and regulatory duties, such as delays or disclosures arising in the context of compliance with anti-money laundering legislation.

We will not be liable for any services or product provided by any third party even if instructed by us on your behalf or utilised by us in the provision of our services to you.

We will not be liable in respect of any losses arising from the failure of any bank with whom client funds have been deposited.

We will not be liable to anyone who is not our client in respect of professional negligence. These Terms confer no rights on any third parties. The Contracts (Rights of Third Parties) Act 1999 shall not apply.

We may from time to time agree with you a liability cap for any given matter. This will ordinarily be agreed in our 'client care' statement before beginning work on the relevant matter. We will not cap our liability below the minimum amount of the professional indemnity insurance cover solicitors must have in place to insure against mistakes, currently £3 million. Where a liability cap is agreed it will apply to our aggregate liability to both you and to any other client for whom we are instructed in that matter. The cap will apply whether the liability arose by reason of negligence, breach of contract, breach of statutory duty or otherwise and whatever the type of loss or damage arising (subject to the limits on our abilities to lawfully exclude and limit liability as detailed above).

Services are provided by our lawyers for and on behalf of our law firm. You agree not to bring any claim against any of our staff including principals (i.e. partners / directors) in connection with any loss or damage suffered in connection with our services. Please note that this does not restrict your rights to compensation in appropriate cases from our insurers or from us as a law firm.

We will only provide advice on matters within the scope of our instructions. We appreciate that this places limits on how we can help but it is important that we do not stray into areas beyond our expertise. Please note in particular therefore that (unless explicitly stated otherwise within your client care letter) tax advice (subject to the paragraph below), valuation, financial standing of third parties, the physical condition of properties or assets, environmental liabilities, financial or investment advice, advice on the law of jurisdictions outside of England & Wales and financial, accounting and commercial advice is outside the scope of our instructions. This means that we will not provide you with any advice on these matters or any other matters outside of the scope of our Agreement with you. You may therefore wish to seek separate specialist advice if you would like assistance with matters outside of the scope of our work together. Further, we will not be responsible for any failure to advise on any matter which falls outside the scope of our instructions as set out in your client care letter. After the end of the matter, circumstances might change, and changes might occur in the applicable laws or regulations that could affect your future rights and obligations. Unless you engage us after completion of the matter to provide additional legal services on issues arising from the matter, or we expressly agree to do so in writing, we have no obligation to advise you about future legal developments, your future rights and obligations, or about any future time deadlines or obligations relevant to the matter.

Please note that our firm does not provide specialist tax advisory services, unless expressly agreed in writing. However, HMRC is introducing a mandatory registration regime, with effect from May 2026, under which a firm must register with them as a "tax adviser" where it interacts with HMRC about someone else's tax affairs and gets paid for that work. Our firm may, as part of the services described in your client care letter, undertake activities that fall within HMRC's definition of tax-adviser services, for example, submitting or assisting with Stamp Duty Land Tax (SDLT), or corresponding with HMRC about your matter and we are registered with HMRC under their 'tax adviser registration regime'. Where any requested service would require us to be registered with HMRC as a tax adviser, we will only proceed if we hold the appropriate registration and have agreed this within our scope of work with you. Individual staff members are not required to register separately, but HMRC may carry out checks on relevant senior personnel within the firm. If your matter requires advice on the tax consequences of a transaction, for example, reliefs, multiple-dwellings treatment, higher-rate SDLT surcharges, linked transactions, or complex ownership structures, or you need other specialist tax advice where the risk or complexity of your matter warrants it, we may recommend that you seek advice from a suitably qualified tax specialist. This paragraph does not extend the scope of our retainer, nor does it change our position as set out above that we are not tax experts and will not provide formal tax advice (other than where explicitly stated otherwise) in terms of advising on your specific tax liabilities, for which specialist advice will be required.

If you wish to rely on any oral advice we may provide, or you believe may have been provided, please ask us to put it in writing. Any oral advice not confirmed in writing by us cannot be relied upon.

Terminating instructions

You may terminate your instructions to us at any time by telling us in writing. We may also bring our instructions to an end at any time, if we have reasonable grounds to do so, by informing you in writing. We will give you reasonable notice of our intention to stop working with you. Examples of when we may bring our instructions to an end include a breach by you of your obligations under our Agreement such as to give us timely instructions or to pay our charges or requests for payment on account on time. Other examples include where the solicitor client relationship of trust and confidence has broken down, where we discover a conflict of interest, where to proceed would otherwise be contrary to legal or regulatory duties, where the risk profile for your case significantly changed or if you experience an insolvency event.

When instructions are terminated you will be liable for our charges including fees for time spent, disbursements and tax incurred (or which it will be necessary to incur) up to the point of termination being notified. We also reserve the right to charge you for any costs incurred after notice of termination if we need to transfer your file to another adviser or remove ourselves from any Court record.

Subject to any applicable data protection rights which may apply, we are entitled to withhold our full file of papers until any charges owed to us have been paid. We retain all intellectual property rights in the advice which we provide and the documents which we prepare but permit you to make use of such work for the purposes of your particular matter only.

In some circumstances a 'consumer' client (but not a business or an individual instructing us in a business capacity) may have a right in law to cancel our agreement without becoming liable for our fees. Such rights may arise if we take instructions from you outside of our offices or at a distance. If the cancellation rights apply then we reserve the right to not start work on your matter until 14 days from the date of entering into this agreement i.e. until after the 'cooling off' period has passed. If you do not wish to wait this long then you can instruct us to proceed within the cooling off period but you will then be liable from that point for our fees whether you wish to cancel within 14 days or not. In appropriate cases we will provide you with full instructions on how to exercise your right to cancel as an annex to your 'client care letter'.

Client protection when working with a solicitor's firm

As a firm of solicitors we are required to maintain professional indemnity insurance up to a certain limit in order to protect clients (subject to the terms of the policy) in the unlikely event of a mistake being made in a case. If you feel that we have made a mistake in your case and that you have or will suffer loss or damage as a result you must inform us straight away. Contact details and details of the territorial coverage for our professional indemnity insurers are available upon request from the individual handling your case.

Working with a solicitor may also provide protection to a client in certain circumstances if a solicitor fails to pay money owed to the client or is dishonest resulting in a loss to the client. Obviously we do not anticipate any such problems arising in your matter but if you would like to learn more about the SRA Compensation Fund you can do so on the SRA website: www.sra.org.uk/consumers/consumers/compensaiton.page

Complaints and other concerns

We hope that you are happy with the service we provide. If at any stage you have concerns or wish to make a complaint please tell the person handling your matter straight away about the nature of your concern. If you do not feel comfortable speaking with the individual handling your matter then you can contact our complaints partner directly (see our website for details). If the person handling your matter cannot promptly resolve your concerns then it will be dealt with as a formal complaint under our complaints policy (see our website for a copy of this policy). This process involves an investigation of the concerns by a senior member of our firm. We will then write to you within 8 weeks setting out our final response to the complaint and how you can pursue you concerns further if you do not agree with our proposed resolution / outcome.

Individual consumers and smaller organisations may be entitled to complain to the Legal Ombudsman about our service (including our charges) if they remain dissatisfied. The Ombudsman would generally expect clients to follow a firm's internal complaints procedure first however. 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. You must also refer your concerns to the Legal Ombudsman within six months of our final response to you.. You can find further information about the Ombudsman on the website www.legalombudsman.org.uk. You can write to the Ombudsman at Legal Ombudsman, PO Box 6806, Wolverhampton, WV1 9WJ or by email on enquiries@legalombudsman.org.uk or call on 0300 555 0333.

Alternative complaints / dispute resolution bodies do also exist (such as Ombudsman Services, ProMediate and Small Claims Mediation) which are competent to deal with complaints about legal services if we both agree to use such a scheme. If we agree to use such a scheme we will inform you when notifying you of our final response to your complaint.

Please note that the Legal Ombudsman is there to deal with concerns about the level of service which a client has received. Where there are more serious concerns that a solicitor or solicitor's firm have been involved in professional misconduct then reports can also be made to the SRA, the regulator of solicitors and solicitor firms by going to the 'report a solicitor' page of its website https://www.sra.org.uk/consumers/problems/report-solicitor. This could be for quite unusual and serious acts of misconduct such as dishonesty, taking or losing your money or treating you unfairly because of your age, a disability or other characteristic. Obviously we do not anticipate any such problems arising and would ask that you notify the matter supervisor straight away if you have any such concerns.

If you have a specific complaint about the way we have handled your personal data, or the personal data of someone on whose behalf you are acting, or how we have dealt with your data protection rights, please let us know. We are obliged to acknowledge receipt of any such complaint within 30 days of receiving them and to take appropriate steps to respond, keep you informed and tell you of the outcome of your complaint without undue delay. If you are not satisfied with the way we handle your data protection complaint you can make a complaint to the Information Commission. Please refer to our complaints policy (see our website for a copy of this policy) and the 'Confidentiality and protecting individuals' data rights' section below for further details.

Confidentiality and protecting individuals' data rights

Our use of your information is subject to your instructions, the Data Protection Act 2018, the UK GDPR, the Data Use and Access Act 2025 and our duty of confidentiality to you. We therefore keep your information confidential and will not disclose it to third parties unless expressly or implicitly authorised by you, except if required by law or for regulatory and compliance purposes. (Please see our separate Privacy Notice on our website for further details about how we use, process and retain your personal data. It also explains your rights as a data subject). We will collect, store and use information about individual clients and organisation clients' staff and keep this electronically including on our computers, our case management/ document management/ time recording systems, in our email and instant messaging systems, in cloud storage, in our reception logs and on paper for a certain period of time. Under data protection law, we can only use your personal data if we have a proper reason for doing so. The main reasons for using/ processing your information/ data are to:

- deliver the legal services we have agreed in contract to provide to you. For example, we may use your information to write letters on your behalf or prepare legal documents to help you with your matter;
- comply with the law. For example, as solicitors we have to perform 'conflicts of interest' checks for new cases against a list of current and former clients. We also have a legal duty to report suspicious activity to the National Crime Agency ('NCA') if we suspect money laundering or terrorist financing.
- We use cloud storage providers to store data and we ensure that our contracts with such providers are compliant with applicable law]. If you do not wish your files and/ or other information to be stored in this way, please let us know as soon as possible.
- See our Privacy Notice for further details about the 'legal bases' for processing personal information under data protection law.

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. However, we will endeavour to be transparent with you about how such information is used and seek agreement to this information being used in this way wherever possible.

If we have obtained your consent to use your information in a particular way, you can withdraw such consent but this may limit what more we can do for you. In such cases we will explain to you any limitations that may apply to the service we provide to you.

Where personal data is obtained solely in order to comply with the Money Laundering Regulations then it will not be used for any other purpose without the individual's consent, unless such additional use is required by law.

As a client we may in the future send you a newsletter or similar. We find that most clients find this helpful. We rely upon the 'legitimate interest' we have in maintaining contact with former clients to do this in data protection law and your agreement for the purposes of the Privacy & Electronic Communications Regulations (which can be implied under these Regulations). However, we will never share your information with third parties to market to you and will not contact you about non-legal services. We will make it quick and easy for you to 'opt out' of future communications in every communication we send. If you already know that you don't want to receive these messages then you can opt out now by emailing us or contacting us via our website.

Your information may be kept on computer servers within the UK or the European Economic Area (EEA). The UK has been granted adequacy status by the EU so no additional safeguards are required when data is stored in any EEA country (which includes the EU countries). If at any point information is stored on computer servers outside of the UK or the EEA we have taken appropriate safeguards to require that your personal information will remain protected in accordance with our Privacy Notice.

We do not use your personal information to make 'automated decisions' which affect you.

We will not share your information with third parties unless this is part of the work on your legal matter. For example, we may need to send certain information about you to other lawyers working on your matter, or representing others in any proceedings, witnesses, experts and other professionals we may engage in relation to your matter, official bodies with whom legal documents must be lodged, such as Courts/ Tribunals or government bodies, such as the Land Registry. We do also work with some trusted contractors or consultants who may have access to your information, such as IT service and software providers, including our client due diligence and screening, and cloud storage provider (as referred to above) suppliers of photocopying services and file archive storage providers. We may also share certain information about you with external auditors, SUCH AS Lexcel, CQS, SQM etc and the Solicitors Regulation Authority (SRA) or other relevant professional body, or independent organisations in order to comply with our money laundering, terrorist financing and financial crime prevention obligations, as well as our professional indemnity insurers and their advisers. Further, we sometimes need to make reports of suspicious activity to the National Crime Agency (NCA), which may contain personal data and we may have to disclose the identity of the people for whom we hold client money in our pooled client account if requested to do so by our bank. All contractors have a contract with us which requires that your information be accessed appropriately and kept confidential (among other data protection requirements). If you have any concerns about our work with trusted sub-contractors, you must inform us before agreeing to these terms. If you instruct us jointly with another client then it will be necessary to share certain information relevant to you with the corresponding joint client in order to fulfil your instructions to us.

External firms or organisations may conduct audit or quality checks on our practice from time to time. They may wish to audit/ quality check your file and related papers for this purpose. It is a specific requirement imposed by us that these external firms or organisations fully maintain confidentiality in relation to any files and papers which are audited/ quality checked by them. Your files may also be reviewed in a due diligence exercise relating to the sale or transfer of all or part of our business, the acquisition of another business by us or the acquisition of new business. If you do not wish your file to be used in this way, please let us know as soon as possible.

While we reserve the right to destroy non-original material at any time after the conclusion of your matter, we generally retain files for a period of 12 years after payment of the final bill and then destroy them thereafter, in accordance with our File Retention policy. We will retain original property deeds including leases indefinitely unless instructed otherwise or they are superseded. At the end of a case original documents will be returned to you but, if we both agree, we may retain certain originals for longer than this time period, albeit generally still in accordance with our file retention policy. We will also always keep a small amount of information after file closure to do conflicts of interest searches in the future to comply with our professional duties. All documentation and records relating to any anti-money laundering checks we carry out must be retained for at least 5 years from the date the matter concluded, after which time it must be destroyed, unless we have your consent or we are required to retain the records by or under any enactment or for the purposes of any court proceedings. You consent to us keeping these records for longer than 5 years so that we will not be obliged to destroy them until the rest of your file is destroyed in line with our File Retention policy. For details about our rights and obligations under data protection rules in terms of retention of personal data (as opposed to your file in general), please see our Privacy Notice.

We reserve the right to make a charge for storage of your documents and for copying your file or producing any of your documents from storage if requested by you, and we do normally have a right to payment of any outstanding costs before releasing a whole file to you, but individuals may arguably have a separate right under the data protection legislation to access certain 'personal data' without charge. This may include having it in a particular electronic format ('portable' format).

Our general contact details are set out in our covering letter and the contact details for our information officer can be found on our website. Contact this individual if you want to exercise one of your data protection 'rights' and in particular if you:

- wish to complain about how your personal data is being used;
- wish to request that our records about your personal information be corrected or deleted.

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 can learn more about the ICO and personal data rights at: www.ico.org.uk and specifically about complaints in relation to the use of your personal data at: https://ico.org.uk/make-a-complaint/data-protection-complaints/.

Use of Artificial Intelligence (AI)

We may use artificial intelligence (AI) tools to assist in the delivery of legal services to help enhance efficiency, accuracy and service quality, including but not limited to document review, legal research, drafting, and administrative support. These tools are employed securely and in line with regulatory standards, in particular in relation to client confidentiality and data protection obligations.

We will not specifically inform you each time AI is used, unless we are required to do so by law/ regulation or upon request. Where we use AI transcriptions/recording functions in video meetings, such as Teams/Zoom etc, we will inform you at the start of the meeting.

We remain fully responsible for the legal advice we provide. All legal advice generated with the assistance of AI is reviewed and supervised by qualified solicitors to ensure it meets professional standards and is tailored to your specific circumstances. Any associated AI outputs are subject to review by a qualified professional.

We are committed to safeguarding your data. Where AI tools process personal data, we do so under a lawful basis — typically for the performance of a contract, compliance with a legal obligation, or our legitimate interests in providing high-quality legal services. We apply appropriate technical and organisational measures to safeguard your data, and we do not permit AI systems to retain or train on your personal data unless you have provided explicit consent. We do not use your personal information or AI tools to make 'automated decisions' which affect you.

Terms of Business

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If you would prefer that we do not use AI tools in relation to your matter, please notify us in writing at the outset or at any time during our engagement. We will respect your preference and ensure that all work is carried out without the assistance of AI technologies to the best of our abilities.

If you have any questions or concerns about our use of AI, please contact the staff member responsible for your matter.

Please be aware that our advice is provided to you on a strictly confidential basis and is protected by legal professional privilege. As referred to above we also retain all intellectual property rights in the advice and the documents we prepare on your behalf. Sharing such information with any third-party, including an AI tool (whether publicly accessible or commercially operated), may risk waiving privilege and compromising confidentiality, which could have serious consequences for your case, and breaching our intellectual property rights. You agree that you will take all necessary steps to ensure such information remains private and secure, and will not disclose, publish or disseminate (or allow any third parties to do so on your behalf) our advice, whether in whole or in part, to any third party (including AI systems), without our prior written consent or where disclosure is required by law.

Anti-money Laundering and financial crime procedures

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 (if applicable), organisation history (if applicable), the identity of any beneficial owners or directors (if applicable), or those providing instructions on your behalf (if applicable), and sources of income and other matters relevant to discharging our legal and professional duties in this respect, including in relation to screening for financial and other sanctions. 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. In addition to checking identity documents, we may make checks using online electronic verification systems or such other databases we may decide to use to comply with our anti-money laundering obligations and our obligations to screen for financial sanctions in order to comply with the Government's sanctions regime. We are grateful to our clients for their understanding and patience while we discharge our professional duties. If it is not possible to attend our offices lawful alternatives will be considered with you. We reserve the right to make a charge for this additional work.

In appropriate cases we may need to report information about you or your matter to the National Crime Agency and in such an event we would be prevented by law from informing you of this fact. We therefore must reserve the right to halt progress of your case and to temporarily retain any client money held pending compliance with our professional duties without any further notice or explanation to you.

There are strict limits on how we may operate our client account (used to hold money on a client's behalf in connection with a legal transaction). We generally do not accept cash. We cannot offer a banking facility and there are limits on the manner in which funds can be paid into and out of our client account.

Severability

If any provision or provisions of our Agreement including These Terms is / are found to be unlawful, void or otherwise unenforceable then it is agreed that the remainder of our Agreement including These Terms shall remain valid and enforceable.

Governing jurisdiction

Our agreement, including These Terms, shall be governed by and construed in accordance with the law of England and Wales. It is agreed that the Courts of England and Wales shall have exclusive jurisdiction over any dispute or controversy arising from our agreement and These Terms.