



If you would like a copy of these Terms and Conditions of Business in large print, then please contact us on 01267 239000.

Thank you for instructing Red Kite Law LLP to act on your behalf. These terms, together with the accompanying letter, confirm that we, Red Kite Law LLP, have been appointed by you for the provision of legal services and the terms upon which we will act.

Responsibilities

Our responsibilities include advising you on the law, following your instructions, reviewing your matter regularly, and discussing with you whether the potential outcomes justify the expense and risks involved with your matter.

You need to provide us with clear and timely instructions, the information and documents required for us to do our work, and funds required.

Service levels

As your matter progresses we will:

- Communicate with you in plain language;
- Advise you on the likely timescale of the matter, where it is possible to do so, and keep you informed of any changes to it;
- Reply quickly to correspondence and, during normal working days, we will try to return your telephone calls and reply to your emails within 24 hours of you contacting us;
- Keep you regularly informed of progress and the work that we are doing on your behalf, including any changes to the law that might have a bearing on your matter;
- Tell you about any delays and explain the reasons;
- Explain the effect of any important documents;
- Tell you about staff changes that might affect you;
- Advise you of any circumstances and risks of which we are aware or consider to be reasonably foreseeable that could affect the outcome of your matter;
- Update you on the costs position usually monthly but at least every six months and tell you if any estimate needs to be reviewed.

Email

Unless you tell us otherwise, you agree to us communicating with you, including sending bills and other confidential information, by normal, unencrypted email, using the email address(es) you have given us from time to time. You should be aware that there is a risk that emails (in particular when unencrypted) may be intercepted, delayed or corrupted or may fail to be delivered.

We make reasonable attempts to exclude from our emails any virus or other defect that might harm a computer or IT system. You undertake to act likewise with any electronic communications you send to us. Neither you nor we shall have any liability to each other in respect of any claim or loss arising in connection with such a virus or defect in an electronic communication other than where such claim or loss arises from bad faith or wilful default.

Payment Arrangements

We will consider whether you may:-

- Be eligible for legal aid and should apply for it;
- Be offered a conditional fee agreement;
- Have insurance that may cover another party's costs;
- Seek payment of the costs from another party, such as an employer or trade union or your house insurers.

Details of our Charges and Billing arrangements

Details of our charges for the legal work we will undertake on your behalf are set out in our accompanying client care letter.

It is a condition of our retainer that bills, interim and final, are paid within 14 days. If a bill is not paid in full within that period we may charge you interest on any amount outstanding from the due date until the date the bill is paid at the rate of interest prescribed in judgements from time to time. In the case of commercial debts, we reserve the right to claim interest and recovery costs pursuant to the Late Payment of Commercial Debts (Interest) Act 1998.

Unless an alternative fee arrangement has been agreed by us in writing, the basis for calculation of our fees is as described below.

In certain circumstances we may have agreed a fixed or capped rate with you for the provision of all or part of the service. If that is the case this will be set out in the letter enclosing these Terms and Conditions of Business. That fee or capped rate will be specific to that arrangement or part of your arrangement and that basis of charging will override these terms.

Each of our lawyer's and paralegal's time is charged at an hourly rate which may vary from person to person according to their experience and the complexity of the task concerned. Details of our rates are set out in our Client Care Letters.

VAT is shown at the prevailing UK rate. Any estimate of future costs will be inclusive of VAT unless expressly stated otherwise.

These hourly rates are reviewed every six months to reflect the increases of overhead costs and inflation and to reflect the guideline hourly rates set by the Judiciary of England and Wales. If a review is carried out before this matter has been concluded we will inform you of any variation in the rate before it takes effect.

Routine letters that we write and other routine telephone calls are charged in units of 6 minutes. Other letters and telephone calls are charged on the basis of actual time spent, rounded up to the nearest 6 minute unit.

Our estimated charges do not include expenses incurred by us such as costs of electronic funds transfers, travel, and non-routine items such as special deliveries, large numbers of photocopies or international telephone calls.

Urgent matters may require us to make special arrangements for out of hours assistance from support staff. The direct cost of any such arrangements may be charged to you.

We pay a fixed annual fee for all our conference calls. Conference calls may be required for meetings with experts, counsel and court hearings. In addition to our usual hourly rate, we will charge you a fixed conference call fee for each conference call at £54.00 (this is inclusive of VAT)

We will not charge you for routine post, fax, telephone and other photocopying costs incurred on your behalf.

Our hourly rates and estimated legal fees also do not include payments of expenses to third parties which may need to be made on your behalf. These expenses are known as disbursements and recharges (if subject to VAT), and may include court fees, experts' fees (including counsel) or search and enquiry fees. These further charges will be shown on our invoices and may be subject to VAT. Unless specifically agreed, we will ask you to pay the cost of any such expenses to us prior to us incurring the expense on your behalf. We have no obligation to make such payments unless you have provided us with the funds for that purpose.

Where we are acting for more than one individual/company you will be jointly and severally liable for payment of our fees and other expenses.

Where we act for two or more persons jointly it is on the clear understanding that we are authorised to act on instructions from either, both or any of them.

We will, in certain circumstances, send you interim bills for the work done and any expenses incurred on your behalf. We reserve the right to stop working for you if the interim bills are not paid within 14 days.

Where an account is overdue we are entitled to retain any files and documents belonging to you which are in our possession until our account is settled.

Any costs estimate we give you at any time is a guide to assist you in budgeting. It is not intended to be fixed, unless that is specifically agreed in writing

Please note that if an account remains unpaid and we commence legal proceedings against you in order to recover the sums you owe us then we will be entitled to recover from you the legal costs that we incur in connection with those proceedings at our standard hourly rates, together with all disbursements and recharges (including fees of counsel and any other lawyers engaged by us in our attempts to recover payment from you).

The common law entitles us to retain any money, papers or other property belonging to you which properly come into our possession pending payment of our costs, whether or not the property is acquired in connection with the matter for which the costs were incurred. This is known as a "general lien". We are not entitled to sell property held under a lien but we are entitled to hold property, other than money, even if the value of it greatly exceeds the amount due to us in respect of costs.

We will not be liable to repay any money that we hold for you in our client account at Barclays Bank plc which is lost as a result of a failure of the bank.

Receipts of Cash

Our practice's policy is only to accept cash up to Five Hundred Pounds (£500.00) in any 28 day period.

If you try to avoid this policy by depositing cash directly with our Bank, we may decide to charge you for any additional checks we decide are necessary to prove the source of the funds.

Where we have to pay money to you it will be paid by cheque or bank transfer. It will not be paid in cash or to a third party.

Interest Payment

If we hold money in a general client account on your behalf, or if money should have been held on your behalf but was not, then we will account to you for a sum in lieu of interest calculated as below. Similarly in the event that the UK experiences negative interest rates we would charge you at a rate we believe reflects the market rate of interest charged on an instant access current account offered by a UK high street bank over the period when interest charges accrue.

We will not account to you/deduct payment for any interest in the following situations:

- (a) if the amount calculated is £20 or less;
- (b) on money held for the payment of a professional disbursement if the person to whom the money is owed has requested a delay in settlement;
- (c) on money held for the Legal Services Commission;
- (d) on an advance from us into our general client account to fund a payment on your behalf in excess of funds already held for you in that account;
- (e) if there is an agreement to contract out of the provisions of this policy.

If money is held for a continuous period, and for part of that period it is held in a separate designated client account, we will account to you for a sum in lieu of interest for the rest of the period when the money was held in a general client account regardless of whether it is less than £20. Likewise we will deduct and interest due to us in the case of a negative interest situation regardless of whether it is less than £20.

We will calculate and pay/deduct interest once your matter has been concluded.

In calculating interest we will apply a rate that we believe reflects the market rate of interest paid on an instant access current account offered by a UK high street bank over the period when interest is due either way.

We will review the interest rates quarterly and also whenever the Bank of England changes its Bank Rate.

In determining the period over which interest is to be calculated, we will look at the following: the period between the date when the relevant funds received by us clear our account and, if we send the funds electronically, the date when the funds are sent or, if we send the funds by cheque, five days after a cheque is raised.

Storage of Papers and Documents

After completing the work we are entitled to keep all your papers and documents while there is money owing to us for our charges and expenses. In addition, we will keep your file of

papers for you in storage for not less than 1 year. After that, storage is on the clear understanding that we have the right to destroy it after such period as we consider reasonable or to make a charge for storage if we ask you to collect your papers and you fail to do so. We will not of course destroy any documents such as Wills, Deeds, and other securities, which you ask us to hold in safe custody. No charge will be made to you for such storage unless prior notice in writing is given to you of a charge to be made from a future date which may be specified in that notice.

If we retrieve papers or documents from storage in relation to continuing or new instructions to act in connection with your affairs, we will not normally charge for such retrieval. However, we may make a charge based on time spent for producing stored papers or documents to you or another at your request. We may also charge for reading, correspondence or other work necessary to comply with your instructions.

Termination

Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013

When we accept your request to advise you or act for you, as a Consumer, we effectively enter into a contract with you.

On-Premises Contract

Normally if you attend our offices in person (we meet you face to face) and we agree to accept your instructions then the contract between us will be entered into “on our premises” (i.e. an “on-premises contract”). Then provided we have given you sufficient information for you to make an informed decision e.g. an indication of the likely overall costs, disbursements and recharges then no right to cancellation normally arises and you will be liable for the costs, disbursements and recharges incurred in fulfilling your requests and instructions.

Off-Premises Contract

If however, we meet you in person **but away from our offices** e.g. at your home, or in hospital, then if we agree to accept your instructions, you will have the right to cancel the contract (i.e. an off-premises contract) as set out below.

Distance Contract

Also, if we have **not met you in person** and only communicated with you by phone, email, letter or fax to accept your instructions (i.e. a distance contract) then similar rights of cancellation arise.

Rights of Cancellation

You have the right to cancel this contract **within 14 days** without giving any reason. This is sometimes called a “cooling off” period and gives you the opportunity to change your mind.

The cancellation period will expire after **14 days from the day of the conclusion of the contract between us**. This day is the date we accept your offer to act for you. This will be the date shown on our initial client care/terms of business letters which we will send to you. The client care and terms of business letters together set out the main characteristics and scope of the legal services we are providing to you. They will tell you what we will and will not do and explain your responsibilities. This information should enable you to make informed decisions about your matter. If you are unclear about any information we provide then please do not hesitate to contact us for clarification/further information.

To exercise the right to cancel, you must inform us Red Kite Law LLP at 2 Rowcroft, Stroud, GLOs, GL5 3BB [Fax Number 01453 763434] [Email – julian.wintle@redkitelaw.co.uk] of

your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or e-mail).

You may use the attached **model cancellation form**, but it is not obligatory.

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

Effects of cancellation

If you cancel this contract, we will reimburse to you all payments received from you,

We will make the reimbursement without undue delay, and not later than 14 days from the day on which we are informed about your decision to cancel this contract.

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

Legal Aid/Legal Help clients should note that reapplying for legal aid/legal help for the same issue might be difficult if you exercise your right to cancel the contract between us.

Requests by you for us to start work during the 14 day cancellation period

We will not carry out any work within the cooling off period unless you expressly instruct us to do so, in writing.

If you requested us to begin the performance of services during the cancellation period, (e.g. because you wanted the work done or advice given urgently) you will be liable to pay us an **amount which is in proportion to what has been performed by us until you have communicated to us your notice of cancellation of this contract**, in comparison with the full service which would have been carried out under our contract with you, had you not cancelled.

Joint Clients

If we are instructed by joint clients then all clients are jointly and severally liable for our fees, notwithstanding any agreement between you as to how you will share the costs. This means that we will be able to look to one client only or to each of our clients to pay the whole of or any balance of any unpaid fees.

Instructions are understood to be for the purposes of all of those instructing us. We will act on instructions from any one of those clients unless you instruct us otherwise. Liability to pay our costs is joint (all the clients together) and several (each may be liable for the whole amount).

If instructions are given on behalf of a client, we are entitled to assume that the person giving the instructions has lawful authority to instruct us. If not, then that person will be liable to us as if they were our client.

Limited Companies

When accepting instructions to act on behalf of a limited company we do so on the basis that the directors and/or controlling shareholders personally guarantee the charges and expenses of this firm.

We may require a director and/or controlling shareholder to sign a form of personal guarantee in respect of the charges and expenses of this firm. If such a request is refused,

we will be entitled to stop acting and to require immediate payment of our expenses and our charges on an hourly basis.

Tax Advice

We may provide limited tax advice and assistance where it is closely related to the work we do. The services we provide which may include tax advice and assistance are;

Will writing – if tax advice is given in relation to your circumstances.

Probate – issues relating to Inheritance Tax (IHT).

Litigation – this may arise in situations if there are negotiations with HMRC.

Personal Injury – where settlement awards may lead to tax consequences.

Employment – settlements, employee share schemes, pension schemes and other benefits.

Family Law – Involving divorce and ancillary matters where the ownership of assets is affected.

We will not provide any other tax advice or assistance for anything other than the services shown above. Should you need specialist advice and/or assistance regarding your tax affairs we would suggest you contact an accountant or other tax specialist.

Anti-Money Laundering and Counter Terrorist Financing Policy

This firm is required to comply fully with the Money Laundering Regulations 2017 (“Regulations”) and as such we are required by law to get satisfactory evidence of identity of our clients and and/or any third parties involved in your matter. This information must be provided at the outset and prior to this firm undertaking any transactional work on your behalf. If this information is not provided as agreed, your transaction may be delayed or we may have to withdraw from acting for you.

For an individual person, we require to see one form of photographic evidence such as a current passport or photographic driving licence. If you do not have a current passport or photographic driving licence we may be able to accept alternative forms of ID and the solicitor acting for you will discuss this with you.

It is our policy to electronically verify your ID using an online platform. The cost of this verification is £12.00 (£10.00 + VAT) per individual and £24.00 (£20.00 + VAT) per organisation.

The requirements for corporate entities such as companies or partnerships are more complex and may be required to provide documentation e.g. certificate of incorporation, articles of association etc that confirm whom the beneficial owner is of the firm or the person(s) with significant control over it. In the case of Trusts this might include full details of the Settlor and or the Beneficiaries.

Original documentation will be required for verification purposes wherever possible but if copies are provided they must be independently verified by a professional person such as a solicitor or accountant and the photocopy marked up accordingly. In all cases and in line with the “Regulations”, the firm will retain copies of your ID in either paper or electronic form up to a period of 5 years after the date we have ceased acting for you. In addition, we also reserve the right to use the services of third parties including on-line credit check companies to carry out further identity verification of any client if required.

The firm may from time to time request further documentation beyond what was originally requested should we deem it appropriate in order to meet our obligations as regards to the “Regulations”.

For existing clients, it is important that the firm conduct checks periodically to confirm that there has been no change in circumstances such as a change of address or name or, in the case of a corporate entity there is a change of identity, structure or beneficial ownership. However, it is requested that the client notify the firm should such a change occur and provide us with the relevant identification or evidence.

In addition to verification of the client the firm must fully understand the nature and purpose of any transaction in which we are instructed and verify the source of any funds received from you, or on your behalf. Funds received on your behalf from a third party (other than a bank or another firm of solicitors) require the same levels of identification and verification checks be carried out in respect of that third party.

If you are sending us money by way of a bank transfer we will need to see a copy of the receipt you receive from your bank detailing the name and account number of the bank account from which the funds were remitted and in certain circumstances we may require to see a copy of the bank statement for that account.

In addition to verification of the source of funds there are occasions when the firm must be satisfied as to the source of wealth of any client instructing us, and we may need to ask you for an explanation of that source.

As previously stated Identity, source of funds and source of wealth checks must be updated and/or re-confirmed regularly for existing clients, so if we are working with you over a period of time and/or over a number of transactions please be aware of this.

This firm has a professional and legal duty to keep your affairs confidential. However, it is important to note that should the firm have any evidence or form a suspicion that a client is in any way concerned with money laundering or terrorist financing we are under a legal obligation as set out in the Proceeds of Crime Act 2002 to make a formal report to the National Crime Agency (NCA) who are responsible for collating all reports of potential money laundering. The firm is explicitly prohibited from notifying you of the fact that any such report has been made and as a result of such a report the firm might have to suspend work on your matter for a period of time and/or even terminate the relationship. If this is the case then we cannot legally notify you of this fact or the outcome of such a report.

DATA PROTECTION ACT & THE UK GENERAL DATA PROTECTION REGULATION

As solicitors, we have a duty of **confidentiality** to you under the SRA Code of Conduct for Firms 2019. We, of course, take that duty very seriously and it is part of our professional culture to protect your personal data. In some circumstances we will have a **legal obligation** to share your personal data with public agencies and authorities.

We are also registered under the Data Protection Act with the Information Commissioner.

We use the information you provide primarily for the provision of legal services to you and for related purposes.

Our use of that information is subject to your instructions, the Data Protection Act, and since the 25th May 2018, the **General Data Protection Regulation (GDPR)** which was subsequently transposed into UK law on the 31st December 2020 following the UK’s departure from the EU. It is now known as the “UK General Data Protection Regulation” or “UK GDPR.”

Further information on how we process your personal data and our lawful bases, for doing so under the UK GDPR, can be found in our **Privacy Notice**, on our website at www.redkitelegal.co.uk. If you do not have access to the internet, then please inform the person with conduct of your matter and they will send you a paper copy of the Privacy Notice.

Although the law changed on 25th May 2018, it did not alter the way we process your information. If you refuse to provide certain information or object to us sharing it with others, then we may not be able to progress your matter or indeed continue to act for you.

Please note that our work for you may require us to give information to external third parties such as expert witnesses and other professional advisors and auditors. Some of those third parties such as barristers and doctors will be subject to their own professional codes of conduct with regard to confidentiality. We have entered into appropriate confidentiality/privacy agreements with relevant third parties.

You have the **right to access** the personal data that we hold about you. You also have other rights such as the **right to object** to us sending you information. You can exercise these rights by simply writing to **Julian Wintle, our Data Protection Supervisor (DPS) who has overall responsibility for Data Protection**. If you have difficulty in putting your request in writing, then please contact us in some other way and we will do all that we reasonably can to accommodate you and enable you to exercise your rights. We may ask for proof of identity when you make a data subject request.

Further information on your rights can be found in our **Privacy Notice**.

We may from time to time send you information which we think may be of interest to you. If you do not wish to receive that information, please let us know. We attach a “Right to Object” form for your use.

If we need to process Criminal Convictions Data or Special Category Data, both of which contain more sensitive data, then we will rely on an additional condition to do so, further details of which can be found in our Privacy Notice on our website.

If you apply for legal aid we are obliged to share information about your case with the Legal Aid Agency (LAA) and are subject to their Data Security Requirements. Further details about the rights of the LAA will be set out in your legal aid application or alternatively, you can ask us for further information about this.

Direct Marketing

If you would like to opt in to receiving direct marketing and updates from us, please tick the following box.

Auditing of Files & Confidentiality

External firms or organisations may conduct audits or quality checks on our practice. These external firms or organisations are required to maintain confidentiality in relation to your files.

For example, the firm holds the Lexcel Legal Practice Quality Mark of the Law Society. As a result of this, we are, or may become subject to periodic checks by outside assessors. This could mean that your file is selected for checking. All inspections are, of course, conducted in confidence. If, however, you object to this, then please let us know and we will mark your file(s) as “not to be inspected”. Please note that if you are legally aided, the LAA and its auditors have the right to inspect/audit your file(s).

Outsourcing

Sometimes we ask other companies or people to do typing/photocopying/other work on our files to ensure this is done promptly. We will always seek a confidentiality agreement with

these outsourced providers. If you do not want your file to be outsourced, please tell us as soon as possible.

Vetting of Files

External firms or organisations may carry out audit or quality checks on our practice. These external firms or organisations are required to maintain confidentiality in relation to your files.

Introduction and Referrals

Whilst we frequently receive introductions and referrals from third parties, our advice is entirely independent and you are free to raise questions on all aspects of the matter. We will not pass on to the introducer any information that you give us unless you consent. If we act for the introducer in the same matter and a conflict arises, we might be obliged to cease acting. If we make a payment to a third party in relation to any referral or introduction, we will advise you in writing.

Investment and Insurance Advice

Red Kite Law LLP is not authorised by the Financial Conduct Authority (“FCA”). We are regulated by the Solicitors Regulation Authority (“SRA”), which is the independent regulatory arm of the Law Society of England and Wales. If you are unhappy with any investment advice or insurance advice you receive from us you should raise your concerns with the SRA.

Financial Services and Markets Act 2000 (“FSMA”)

If while we are acting for you, you need advice on investments we may have to refer you to someone who is authorised to provide the necessary advice. However we may provide some limited investment advice services where these are closely linked to the legal work we are doing for you. This is because we are regulated by the SRA, which is a designated professional body for the purposes of the FSMA.

Our role in any transaction is that of legal adviser and it is not part of our function to give advice on the merits of any transaction in investments. When providing our services we will assume that you have decided or will decide to negotiate or enter into any such transaction solely on the advice you may receive from a person authorised under the FSMA. No communication from us is intended or should be construed as an invitation or inducement to you or to anyone else to engage in investment activity.

Insurance Distribution

We are not authorised by the Financial Conduct Authority. However, we are included on the register maintained by the Financial Conduct Authority so that we can carry on insurance distribution activity, which is broadly the advising on, selling and administration of insurance contracts. This part of our business is regulated by the Solicitors Regulation Authority and arrangements for complaints or redress if something goes wrong are subject to the jurisdiction of the Legal Ombudsman.

The register can be accessed via the Financial Conduct Authority website at <https://register.fca.org.uk/s/>.

After the Event, Before the Event or Legal Expenses Insurance

After the Event Insurance policies cover the legal costs which a claimant must pay to a defendant when a claim is unsuccessful, i.e. when the claim is either lost at trial, or abandoned/settled after the defendant has incurred costs which the claimant is liable to pay. The ATE insurance also covers disbursements and recharges which have been incurred in

pursuing the claim i.e. the sums paid out on the claimant's behalf such as police and medical reports, Court fees, Counsel's fees etc.

Before the event (BTE) legal expenses is an insurance policy which customers purchase to cover legal costs associated with different legal scenarios, such as disputes relating to employment or the purchase of goods and services to personal injury and medical negligence.

We may recommend that you instruct us to arrange After the Event Insurance (ATE) or Before the Event Insurance (BTE) on your behalf.

We do not conduct a fair analysis of the insurance market (save for considering available ATE products biennially), we do however have a delegated authority scheme with Temple Insurance and we are satisfied that that any policy offered by them will be competitive.

A delegated authority scheme requires that all our relevant cases be insured with Temple Insurance. You are of course free to explore the availability of other ATE insurance arrangements.

We do not receive a financial gain from Temple Insurance. You can if you wish request details of the insurance undertakings with which we conduct business.

We will always take reasonable steps to ensure that the policy is suitable for your demands and needs and takes account of your best interest.

In your [personal injury] case, the premium only becomes payable if you succeed in recovering damages.

Premiums are calculated based upon the level of cover required and the amount of damages that you are awarded.

Suffice it to say that we will endeavour to obtain a policy with a deferred premium, which means there is nothing for you to pay upfront. The premium will also be self insured which means that if you lose the case the premium does not become payable by you.

Legal Indemnity Insurance

In Conveyancing matters, where there is a defect in the title of the property that you are selling or buying we may strongly recommend that you instruct us to take out legal indemnity insurance (potentially requested, selected and approved by your buyers with on your behalf, in order to offer protection to a buyer (and/or a lender).

We normally (but not always) recommend a policy with First Title Insurance Plc and we believe that their premiums are competitive. We do not receive any financial gain from First Title Insurance Plc or indeed any insurance company we may recommend.

You can if you wish request details of the insurance undertakings with which we conduct business.

We will always take reasonable steps to ensure that the policy is suitable for your demands and needs and takes account of your best interest.

A legal indemnity insurance policy will attract a one off premium and the benefit of the policy is normally transferred automatically to successors in title (and their lenders). Premiums are generally charged on a sliding scale depending upon the value of the property and the nature of the defect.

We will advise you should it become necessary to take out legal indemnity insurance.

Commissions

If we do refer you to an independent financial adviser they may pay us a commission. In those circumstances we will ask you to confirm in writing that we may keep that commission.

Equality, Diversity & Inclusion

We are committed to promoting equality, diversity and inclusion in all of its dealings with clients, third parties and employees. Please contact us if you would like a copy of our Equality, Diversity & Inclusion policy.

Client Concerns

We are confident that we will give you a high quality service. However, if you have any queries or concerns about our work for you, please raise your concern with the person you are dealing with on a day to day basis in the first instance or, alternatively, the Partner in charge. However, if you still have concerns including any issues with any bills we raise in connection with your matter, please take them up with Julian Wintle, our Client Care Partner. Julian Wintle can be contacted on 01453 763433. His email address is julian.wintle@redkitelaw.co.uk or you can contact him by writing to Red Kite Law LLP, 2 Rowcroft, Stroud, GLos, GL5 3BB

We have a procedure in place which details how we deal with complaints and which is available on request. If you are not satisfied with our handling of your complaint, you can ask the Legal Ombudsman, PO Box 6806, Wolverhampton, WV1 9WJ, Website: www.legalombudsman.org.uk Tel: 0300 555 0333, Email: enquiries@legalombudsman.co.uk to consider the complaint.

For the Legal Ombudsman to deal with your complaint the problem must ordinarily have occurred **after 5th October 2010. If the problem occurred on or before 5th October 2010 or you should reasonably have known there was cause for complaint, on or before that date, then the Ombudsman will not usually be able to deal with your complaint.**

If you are unsure about these time limits and how they apply to your matter, please contact the Legal Ombudsman's office, using the contact details shown above, to clarify the position.

Subject to the above Scheme Rules, and the Legal Ombudsman's discretion to extend the time limits, you will need to bring your complaint to the Legal Ombudsman

- within six months of receiving a final written response from us about your complaint and,
- no later than 6 years from when the problem (act or omission) occurred or,
- no later than 3 years from the date, you should reasonably have known that there was cause for complaint.

Please Note

1. If your complaint is specifically about our bill, you have the right to object to it and apply for an assessment of it under part III of the Solicitors Act 1974. If you should choose to exercise this right, and the court is assessing our bill, you may be unable to use the Legal Ombudsman service.
2. If you are complaining as a business client, unless you are a "micro business" (as defined by the European Union), you may not be able to use the Legal Ombudsman scheme, and should check the guidance on Legal Ombudsman's website.

3. If you refer your complaint to the Legal Ombudsman as a trustee/personal representative (executor/administrator) or beneficiary of the estate/trust of a person who, before they died, had not referred the complaint to the Legal Ombudsman the period runs from when the deceased should reasonably have known there was cause for complaint; and when the complainant (or the deceased) should reasonably have known there was a cause for complaint will be assessed on the basis of the complainant's (or deceased's) own knowledge, disregarding what the complainant (or the deceased) might have been told if he/she had sought advice.
4. If the ombudsman considers there are exceptional circumstances (e.g. serious illness or you were still within the time limits when you made your initial complaint to them) then he/she may extend any of the above time limits to the extent that he/she considers fair.

Alternative complaints bodies (such as ProMediate www.promediate.co.uk) exist which are competent to deal with complaints about legal services should both you and our firm wish to use such a scheme. We do NOT agree to use such schemes.

Limitations on our Liability

We limit our liability to you for claims for breach of contract, breach of duty, negligence and for claims otherwise arising out of or in connection with our engagement or the services we provide, in the ways described below.

Our liability to you shall be limited to £3 million or such higher amount as is set out in the letter accompanying these Terms of Business if different.

This liability cap will apply to our aggregate liability to you together with any associated party for whom you are acting as agent in relation to the relevant matter on any basis.

Proportional liability

In addition to the other limitations in this document, where we and/or third parties are responsible for any loss suffered by you, our liability for that loss will be limited to a fair proportion of your total loss calculated by reference to the extent of our responsibility. If you have engaged others to represent or advise you on a matter in which we are involved and you agree with any of them that their liability to you will be limited, in order that our position is not adversely affected by any such limitation of their liability, you agree that our liability to you will not exceed the amount which would have applied in the absence of that limitation.

Third party liability

If you start proceedings against us for loss or damage and there is another person (for example, another adviser) who is liable (or potentially liable) to you in respect of the same loss or damage, then you will (if we so request) join them into the proceedings. This is subject to any legal prohibition against your joining them in that way.

No claim against individual employees/partners

We have an interest in limiting the personal liability of employees, consultants and partners. Accordingly you agree that you will not bring any claim against any individual employee, consultant or partner in respect of losses which you suffer or incur, arising out of or in connection with our engagement or the services we provide. The provisions of this paragraph will not limit or exclude the firm's liability for the acts or omissions of our employees, consultants or partners.

The provisions of the above paragraph are intended for the benefit of our employees, consultants and partners but the terms of our engagement may be varied without the consent of all or any of those persons.

Limitation on exclusions

The above exclusions and limitations will not operate to exclude or limit any liability which cannot lawfully be limited or excluded. In particular they do not limit liability for fraud, nor for causing death or personal injury by negligence, nor for negligence in contentious business, insofar as the Solicitors Act 1974 s 60(5) precludes the exclusion of such liability.

Governing Law and Jurisdiction

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by the law of England and Wales, and the Courts of England and Wales shall have exclusive jurisdiction over any such dispute or claim.

Force Majeure

We shall not be liable to you if we are unable to perform our services as a result of any cause beyond our reasonable control.

Severability

If any provision in these terms of engagement or our accompanying letter is or becomes invalid, illegal or unenforceable then it shall, to the extent required, be severed and shall be ineffective and the validity of the remaining provisions shall not be affected in any way.

Confirmation

Unless otherwise agreed, and subject to the application of the current hourly rates at that time, these Terms and Conditions of Business shall apply to any future instructions given by you to Red Kite Law LLP.

Red Kite Law LLP is a limited liability partnership (LLP) whose members (who we will continue to refer to as partners) have limited liability. The LLP is responsible to clients for all new and current work.

Red Kite Law LLP is registered in England and Wales with registered number OC361542.

It is authorised and regulated by the Solicitors' Regulation Authority No. 557521.

VAT Registration Number:108817900

A list of its members is open for inspection at any of its offices and through the LLP's website.



Model Cancellation Form

To Red Kite Law LLP, 2 RowCroft, Stroud, Glos, GL5 3BB.

Fax – 01453 763434 Email – Julian.wintle@redkitelaw.co.uk

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract for the provision of the following service [*]:-

Name of Client(s)

Address of Client(s)

Signature of client(s)

Date

[*] Delete as appropriate.

Right to Object

UK General Data Protection Regulation

I wish to exercise my right to object to:

1. You sending me **direct marketing information** or updates

TICK HERE IF YOU OBJECT TO THIS

We will stop processing personal data for direct marketing purposes as soon as we receive your objection.

2. You **processing my personal data based on your “legitimate interest”** as set out in your Privacy Notice on the following “grounds relating to my particular situation”:

(set out your grounds here)

Your Full Name:

Your Address:

File Ref:

(if known/applicable)

E-Mail:

Telephone:

Signature:

Date:

Please send the completed form to:

COLP **Julian Wintle**
E-Mail: **Julian.wintle@redkitelaw.co.uk**
Address: **Red Kite Law LLP**
 2 Rowcroft, Stroud
 Glos, GL5 3BB

Signature Page for return

Please detach, sign and return this page to acknowledge receipt of the Terms and Conditions of Business.

Please keep the remainder of this document for your personal reference.

Although your continuing instructions in this matter will amount to an acceptance of these Terms and Conditions of Business, it may not be possible for us to start work on your behalf until one copy of them has been returned to us for us to keep on our file

I confirm that I have read and understood, and I accept, these Terms and Conditions of Business.

SIGNED:

DATE: