

## **1. ABOUT SUMMIT LAW LLP**

- 1.1 Your Agreement for the provision of legal services is with Summit Law LLP, a limited liability partnership registered in England and Wales with registered number OC335925 and registered office at 44 Southampton Buildings, Holborn, London, WC2A 1AP, England. Summit Law LLP is authorised and regulated by the Solicitors Regulation Authority (SRA No. 485136), whose regulations can be found on their website at [www.sra.org.uk](http://www.sra.org.uk). Summit Law LLP is registered for VAT purposes with VAT Reg. No. GB930502952.
- 1.2 Your agreement is not with any particular individual of Summit Law LLP even if all work done by Summit Law LLP is done by one person only. No individual assumes any personal responsibility for any act or omission of Summit Law LLP.
- 1.3 Reference in these terms of service to “We”, “Us”, “Our” or “Our members” shall be construed accordingly. Reference in these terms of service to “You” or “Your” shall refer to each and every party to this retainer letter (other than us).
- 1.4 When we use the term “partner” in relation to Summit Law LLP we are referring to a member of Summit Law LLP. Each member of Summit Law LLP is a solicitor of the Senior Courts of England and Wales.
- 1.5 The normal hours of opening at our offices are between 9.00 am and 5:30 pm (GMT) on weekdays. Messages can be left on the answerphone outside those hours and appointments can sometimes be arranged at other times when this is essential.

## **2. COMMUNICATION AND YOUR RESPONSIBILITIES**

- 2.1 We will normally act on your instructions given by email, letter, verbally in a meeting, or over the telephone. If given verbally, we reserve the right to ask for your instructions to be confirmed in writing, which is preferable to avoid any misunderstandings. If we confirm our understanding of any telephone instructions to you, it will be incumbent on you to correct any errors by return.

- 2.2 We will keep you informed of any progress and provide you with copy correspondence and documents. It is important that you read all correspondence and documents received and raise any questions about correspondence and documents received.
- 2.3 We will regularly review and update you by telephone, in writing or by email with progress on your matter and costs. This will, where appropriate, include additional legal work required as your matter progresses.
- 2.4 By instructing us you agree to provide us with clear, timely and accurate instructions and to supply all documentation required to complete the transaction in a timely manner and to safeguard any documents which are likely to be required for disclosure in any litigation matter and to provide cleared funds in a timely manner to enable us to give appropriate undertakings and to pay disbursements in relation to your case.
- 2.5 We will not be liable to you for any losses caused by false misleading or incomplete information or documentation.
- 2.6 Where we act for two or more clients jointly it is on the clear understanding that we are authorised to act on instructions from either all or any of them.
- 2.7 If we are instructed by more than one client in a particular matter, all the clients shall be jointly and severally liable for their obligations pursuant to our retainer, including payment in full of any legal costs and expenses incurred.

## **3. EMAIL COMMUNICATION POLICY**

### **3.1 Your agreement to using email**

- 3.1.1 We have full internet access and all solicitors and support staff in the firm are able to send and receive email. By agreeing to these terms of service, you accept to the use of email for sending messages, correspondence, and documents between ourselves and in respect of your legal affairs, between us and third parties. The use of email carries

certain risks, confidentiality may be breached, messages may be lost or delayed or may not be read and virus infections may be transferred as a result of the use of email.

- 3.1.2 We cannot accept any responsibility for any loss which you may suffer as a result of the use of Internet email for communication or for the transmission of information between our organisations or between us and third parties.

### **3.2 Confidentiality issues of email**

- 3.2.1 Internet email could result in breaches of confidentiality e.g. any email may theoretically be intercepted, read, manipulated, or corrupted at any point along its journey. Unless you specifically write to tell us otherwise e.g. on a particular piece of work or in respect of particular types of information, we shall assume that you are content for email to be used in respect of any matters where we act for you.

### **3.3 Delivery of email**

- 3.3.1 Our email system allows us to confirm delivery of emails sent and provide us with 'read receipts', which tell us when the email was opened. However, the system may not always provide automatic confirmation that a message has been received and there may be considerable delay between transmission and delivery. If you need to know that your message has been received, you should make a separate request for confirmation.
- 3.3.2 Email messages may not arrive at their specified destination or may take much longer than expected to be delivered. Where you have asked for fast delivery, we shall not use email unless you specifically request otherwise or unless we take steps by additional communication to confirm that the email in question has arrived.

### **3.4 Unread email**

- 3.4.1 We suggest that when sending time critical emails to us, you telephone to ensure that the intended recipient is aware that a message has been sent or that someone else will be available to deal with it. We shall adopt the same practice.

### **3.5 Virus infection of email**

- 3.5.1 Use of email, including the mere receipt of an email message with an attached file, may result in the transmission of computer virus infections. Although we take various precautions to reduce this risk, it is essential that you take the necessary virus checking measures before you read or open files which are attached to emails which you receive from us.

## **4. CLIENT IDENTIFICATION**

In accordance with the Money Laundering Terrorist Financing and Transfer of funds (Information on the Payer) Regulations 2017 and as with other professional services firms, we are required to identify our clients for the purposes of the UK anti-money laundering legislation. We may request from you, and retain, such information and documentation as we require for these purposes and/or make searches of appropriate databases. If we are not able to obtain satisfactory evidence of your identity, we will not be able to proceed with the engagement.

## **5. MAKING A DISCLOSURE**

- 5.1 We are professionally and legally obliged to keep your affairs confidential. However, solicitors may be required by statute to make a disclosure to the National Crime Agency where they know or suspect that a transaction may involve money laundering or terrorist financing. If we make a disclosure in relation to your matter, we may not be able to tell you that a disclosure has been made. We may have to stop working on your matter for a period of time and may not be able to tell you why.
- 5.2 In the event of such a report being made whether appropriately or not, we will not be liable for any deadlines missed and in no circumstances will any compensation become due or payable to you.

## **6. RATES**

- 6.1 All the time spent on dealing with your affairs is chargeable and will be recorded. We keep a detailed record of the time spent by each person working on your matters. Each adviser to you has a specified hourly charge rate (please see the client care letter). An analysis of the

- time spent on your matter is available upon request unless a fixed fee has been agreed in writing.
- 6.2 Our fees will be calculated mainly by reference to the amount of time spent by us dealing with your matter from the date of your or a third party's initial enquiry and/or engagement. This may include meetings with you and/or others, including the time it takes to prepare a written record of the meeting; reading, preparing and working on papers; correspondence made and received on the matter (including emails even when we are copied in with them); text messages telephone calls made and received; time recording, attending court, including advocacy, traveling and waiting; identity verification so that we can comply with the Anti-Money Laundering Regulations 2000; completing conflict checks; printing off attachments and/or emails which we receive and the time taken to check that the attachments have all been safely downloaded or printed off; supervising the matter and reading read receipts, photocopying carried out by us internally; arranging for external photocopying; booking boardrooms and appointments and dealing with internal cashing and banking issues.
- 6.3 In addition to the time spent we also take into account a number of other factors. These include the complexity of the issues; whether the work is carried out with expedition or urgency, and out of normal office hours; the size and nature of the transaction; the value and importance of the matter to you as the client. We may also take into consideration issues such as varied or delayed instructions, the importance, value, complexity, uniqueness and urgency of the work and outcomes delivered. If the work involves a limitation date issue, we reserve the right to increase our hourly rates referred to in our client care letter by ten per cent.
- 6.4 We record time in units of a minimum of six minutes each, with routine letters, faxes, emails, and telephone calls being charged at 1 unit each.
- 6.5 We appreciate that email is now the most convenient and common form of communication with clients and others however please be alerted to the fact that regular use of emails which need continuous attention tend to increase the costs significantly. Please note that to receive and consider an email or to compose an email and save it in our electronic document management system rarely takes less than a unit of our time, especially if it is printed off for the file. Please also note that when you copy in more than one fee earner each fee earner will charge their time. Accordingly, we encourage all our clients to use emails sparingly as otherwise cost estimates can be rapidly exceeded.
- 6.6 Our current hourly charge out rates are set out in our client care letter which will be sent to you separately or upon enquiry.
- 6.7 The hourly rate is very much dependent on the circumstances set out in paragraph 6.2 above. In some circumstances, we may add an 'up-lift' to our charges for example if we are instructed at short notice (e.g. in relation to an administration or an injunction) or if we work out of office hours. Conversely, in some matters, particularly those which do not proceed to completion or very small cases, we may discount some of the time spent or apply a lower hourly rate.
- 6.8 The hourly rates are normally reviewed annually to take effect from 1<sup>st</sup> April and to take account of changes in salaries and other overhead costs. If a review is carried out before this matter has been concluded, we will endeavour to inform you of any variation in the rate before it takes effect.
- 6.9 It is often difficult to estimate in advance the costs of any particular case or transaction, or to give a fixed figure of what the costs will be. Where possible, we shall give you an estimate of the likely costs involved, but this may change as the matter proceeds, and it cannot therefore be regarded as binding. All estimates given are based on the assumption that there will be no unusual items arising during the conduct of the matter and that you provide documentation, information and instructions without delay. We shall let you know and keep you informed of any changes, as and when they become apparent and the reasons (so far as we can) for any increase. We may of course, limit the amount of costs to be incurred without further reference to yourselves.
- 6.10 Solicitors have to pay out various other

expenses on behalf of clients ranging from Land Registry Fees or Court fees, experts' fees, boardroom hire and so on. We have no obligation to make such payments unless you have provided us with the funds for that purpose. VAT is payable on certain expenses. We refer to such payments generally as 'disbursements. If you would like to come into our office for a meeting with the Fee Earner, boardroom prices start from £45.00 and will be dependent on the room size and how much notice is given. If the meeting is cancelled the day before then 50% of the charge will be payable and if it is cancelled on the day, then full payment of the fee is payable. Boardroom prices can be provided upon written request. In the event we have to pay external suppliers for anti-money regulation or other searches we will also pass these charges on to you as a disbursement.

- 6.11 We will also raise a flat charge of eighteen pounds plus VAT to cover overheads such as postage and copying charges.

## **7. VAT**

- 7.1 Estimates of fees and quoted hourly rates do not include VAT.
- 7.2 Where appropriate our invoices will include Value Added Tax ("VAT") to the charges with each bill. At present, the rate of VAT is 20% and businesses may reclaim VAT, but you will have to take advice from your accountant. Where work is carried out for non-EU residents and does not involve a property situated in the UK, VAT may not be chargeable. For members of the EU, we will require your VAT registration number for this to apply. Our VAT number is GB930502952.

## **8. INVOICES**

- 8.1 From time-to-time, you may be asked to make payments of monies for us to hold generally on account of our fees, expenses, and disbursements which we expect to be incurred. If you do not make the payment on account, we reserve the right to stop acting for you further.
- 8.2 If you instruct us on a private fee-paying basis and not under a Damages-Based Agreement or under a Conditional Fee Agreement) then we may ask you to pay our fees, expenses and/or disbursements

at intervals during the course of our instruction (rather than merely asking for 'payments on account' of a final bill to be delivered at the conclusion of the matter/instruction, or other 'natural break'). By accepting these terms, you agree that we can request payment by sending you invoices which constitute 'interim statute bills' for the purposes of Part III of the Solicitors Act 1974. We will usually send you this kind of invoice on a roughly monthly basis, in arrears, as we believe that this helps clients to budget for the costs and also keeps them informed of the costs and expenses which are being incurred.

- 8.3 Where we deliver a statute bill for payment (rather than a mere request for payment on account) it will be final in respect of the period to which it relates, save that disbursements (costs and expenses which we incur on your behalf) are normally billed separately and later than the bill for our fees in respect of the same period. Accordingly, please do not assume from a bill for our fees which does not refer to any disbursements that no disbursements were incurred during the period in question. The more common position is that disbursements will have been incurred and will be billed separately.

- 8.4 Any statute bill which we deliver will either be a 'detailed bill' (containing a detailed list of the individual items of work being charged for) or 'gross sum bill' (which instead seeks an overall sum by reference to the totality of the work we have done in the relevant period). However, even if we deliver a bill for an overall 'gross sum', we will normally supply you with an accompanying breakdown so that you can see the work to which the overall sum relates. In any event, where a 'gross sum' bill is delivered to you in relation to contentious business, you will be entitled to request a replacement 'detailed bill' in accordance with s.64 of the Solicitors Act 1974.

- 8.5 We expect all invoices (i.e. whether a request for payment on account, or a statute bill) to be paid in full when our invoice is delivered to you with time being of the essence. If prompt payment is not made, it may cause a delay in the progress of your case. In the unlikely event of any bill or payment request not being met, we

- reserve the right to stop acting for you further. If payment is not made within 7 days, we shall charge daily interest at the rate as ordered by the Court on judgment debts, which is currently 8% per annum. Alternatively, if you are a commercial client, we reserve our right to charge you interest under the Late Payment of Commercial debts (Interest) Act 1988 at 8% pa above the Bank of England's base rate.
- 8.6 We may use money received from you or on your behalf to discharge an invoice already delivered, or in reimbursement of a payment made by us on your behalf whether on the subject main matter or in relation to another matter. In the event that we hold client money for you in our client account or a designated deposit client account, we reserve our right to exercise a lien in respect of our unpaid costs and/or disbursements.
- 8.7 In the event that our invoice is not paid within 14 days you will also become liable for a charge of £350 as compensation for our administrative charges which we incur in pursuing payment and sending reminders. This is because we incur additional charges in employing our internal practise manager to pursue your unpaid invoices and the cost of the fee earner's time, liaising with the fee earner, and collating the documentation.
- 8.8 Furthermore, we also reserve the right in such cases to suspend work or terminate our retainer altogether, in which case an invoice for the full amount of any work done, expenses and/or disbursements will then be delivered to you (to the extent that you have not already been sent a statute bill for those costs).
- 8.9 In the unlikely event we have to issue court proceedings against you we shall ask the Court to make a costs order against you. We are also entitled to recover on a full indemnity basis any costs incurred by us in collecting overdue payments, including our time charges and the costs and expenses of any third parties we may appoint to collect such sums.
- 8.10 The common law entitles us to retain any money, papers or other property belonging to you which properly comes 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.
- 8.11 If we are conducting litigation for you, we have additional rights in any property recovered or preserved for you whether it is in our possession or not and in respect of all costs incurred, whether billed or unbilled. We also have a right to ask the court to make a charging order in our favour of any assessed costs.
- 8.12 We do not accept payments to us in cash in excess of £200. Monies due to you from us will be paid by cheque or bank transfer, but not in cash, and will not be made payable to a third party.
- 8.13 When paying by BACS, you must notify your bank that you will pay all bank charges (if any). If we incur bank charges, they will be re-invoiced to you. When paying from overseas, payment must be in sterling. If payments are made in any other currency which leads to a shortfall on exchange, we will look to you for the difference.
- 8.14 Please note that our bank's transfer charge is an expense and will therefore be recorded as a disbursement, although we will charge £30 plus VAT for banking transfers of funds including but not exclusively TT's, BACS and IMT's which will appear on your bill as a profit cost.
- 8.15 Please be aware that there is a significant risk posed by cyber fraud, specifically affecting email accounts and bank account details. PLEASE NOTE that our bank account details WILL NOT change during the course of a transaction and we will NOT change out bank details via email. Please be careful to check account details with us in person if in any doubt. We will not accept responsibility if you transfer money into an incorrect account.
9. **COMPLAINING ABOUT OUR BILL OR CHALLENGING IT.**
- 9.1 You have the right to do so. The general procedure for making complaints is

explained in clause 26 below. However, you may also have a statutory entitlement to challenge any 'statute bill' which we deliver to you, seeking payment for our fees, expenses and/or disbursements. In that regard, we refer you to Part III of the Solicitors Act 1974. Some important limits to that statutory entitlement are set out below, but you should refer to the full extent of the statutory provisions rather than only relying on this rough guide.

- 9.2 To challenge our bill, an application can be made to the court to have the bill assessed under Part III of the Solicitors Act 1974. The primary time limit for making such an application is one month from the date of delivery of the bill (s.70(1)). Within that time-period, you will be entitled to an assessment without conditions.
- 9.3 If the application is made after one month but before 12 months from delivery of the bill, the court's permission is required for the bill to be assessed (s.70(2)).
- 9.4 Unless there are special circumstances, the court will not usually order a bill to be assessed after (s.(70(3)):
- 12 months from delivery of the bill
  - a judgment has been obtained for the recovery of the costs covered by the bill.
  - the bill has been paid, even if this is within 12 months.
- 9.5 12 months after the payment of a bill, the court will not be able to order an assessment under s.70 (s.70(4)).
- 9.6 It is important to note that the time limits for challenging a statute bill run from the date of delivery/payment even if the relevant bill is an 'interim statute bill' (as described in Clause 8.2) delivered before the conclusion of the matter.

## **10. COSTS IN CONTENTIOUS MATTERS**

- 10.1 At the conclusion of litigation, and in the event that you are successful, it may be that you will be entitled to the payment of your costs by another party. However, it is rare for this to result in the other party having to pay anything like the full amount of your costs. As a rule of thumb

if successful against your opponent it is usual in inter partes assessments to recover between 60% to 80% of your costs are not hundred percent.

- 10.2 If you are successful and a court orders another party to pay some or all of your charges and expenses, interest can be claimed on them from the other party from the date of the court order. We will account to you for such interest to the extent that you have paid our charges or disbursements on account, but we are entitled to the rest of that interest.
- 10.3 If your case is in the County Court, we reserve the right to require you to pay us more than you may be entitled to recover from your opponent.
- 10.4 If the other party has to be pursued for payment, this may involve additional costs to you, although we will of course reimburse you for such costs and interest as may be recovered from the other party.
- 10.5 In addition, there are always inherent risks in litigation, and we are required to advise you of the following, which is different in some respects to the practice in other countries: -
- a) if the case is lost, it is probable that you will be obliged to pay the opponents' costs, as well as your own. Arrangements can be made to take out insurance to cover liability for such legal expenses. Please let us know in writing if you are interested in taking out such cover;
  - b) the opponent may not be capable of paying what they may have been ordered by the Court to pay;
  - c) if the opponent is legally aided, you may not recover any costs, even if successful in the proceedings.
- 10.6 You are advised to check with your insurance broker or insurer directly to see if you have any type of legal expenses insurance and to see if it will cover the legal costs of this matter.

## **11. ABORTIVE TRANSACTIONS**

- 11.1 If for whatever reason, a particular matter does not proceed to a conclusion, a fee may nevertheless have to be charged. This will be a proportion of the full fee,

depending upon the stage at which the transaction became abortive.

- 11.2 If required, your files and other papers will be released once payment of our account and any other outstanding accounts has been made.

## **12. CORPORATE CLIENT**

- 12.1 Where the client is a limited company or limited liability partnership, an individual signing on the company's behalf (whether as an officer of the company or not) agrees that he or she will personally meet any costs which the company should fail to pay. In such circumstances we recommend that an individual should take independent legal advice from that provided to the company before signing our client care letter as this effectively provides a guarantee by the individual concerned that he or she will be personally liable to discharge the legal costs incurred by the company with us.

## **13. PAYMENT OF INTEREST**

- 13.1 Any money received on your behalf will be held in our Client Account. Subject to certain minimum amounts and periods of time set out in the SRA Accounts Rules 2011, interest will be calculated and paid to you at the rate from time to time payable in accordance with our interest policy which is available on request. The period for which interest will be paid will normally run from the date(s) on which funds are received by us until the date(s) of issue of any cheque(s) from our Client Account.

## **14. DATA PROTECTION**

- 14.1 We use the information you provide primarily for the provision of legal services to you and for related purposes including:
- updating and enhancing client records
  - analysis to help us manage our practice.
  - statutory returns
  - legal and regulatory compliance
- 14.2 Our use of that information is subject to your instructions, the Data Protection Act 1998, and our duty of confidentiality. Please note that our work for you may require us to give information to third parties such as expert witnesses and other

professional advisers. You have a right of access under data protection legislation to the personal data that we hold about you.

- 14.3 By agreeing to our terms of service, you acknowledge and confirm that you have contracted Summit Law LLP to provide you with legal assistance and that, in order to provide the legal services, you allow us to process your personal data as necessary to enable the performance of the contract.

- 14.4 Furthermore, you confirm that you understand that we have a regulatory requirement to retain a copy of all documentation in relation to your instructions and that this will result in your personal data being held by us for a period of 6 years following the termination of your retainer with us.

- 14.5 We may from time to time send you information which we think might be of interest to you. If you do not wish to receive that information, please notify our office in writing.

## **14A. CLIENT DATA PROTECTION INFORMATION NOTICE**

### **14A.1 General**

- 14A.1.1 By agreeing to our terms of service, you are confirming that you have read and understood the following with regard to the data that we collect and how we use and store your personal data.

- 14A.1.2 This information below sets out our obligations regarding data protection and your rights as our client ("data subjects") in respect of your personal data under UK Regulation 2016/679 General Data Protection Regulation ("GDPR").

- 14A.1.3 The GDPR defines "personal data" as any information relating to an identified or identifiable natural person (a "data subject"); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier, or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.

- 14A.1.4 This letter sets our obligations regarding the collection, processing, transfer, storage, and disposal of your personal data. We have implemented procedures and policies

for our employees, agents, contractors, or other parties working on our behalf to follow at all times.

14A.1.5 We are committed not only to the letter of the law, but also to the spirit of the law and places high importance on the correct, lawful, and fair handling of all personal data, respecting the legal rights, privacy, and trust of all individuals with whom we deal.

#### **14A.2 Lawful, Fair, and Transparent Data Processing**

14A.2.1 The GDPR seeks to ensure that personal data is processed lawfully, fairly, and transparently, without adversely affecting your rights as the data subject.

14A.2.2 As you are our client and have contracted us to provide you with the necessary legal assistance, under the GDPR we are allowed to process your personal data as a necessity for the performance of the contract.

#### **14A.3 The Data Protection Principles**

14A.3.1 The GDPR sets out the following principles with which any party handling personal data must comply. All personal data must be:

- a) Processed lawfully, fairly, and in a transparent manner in relation to the data subject.
- b) Collected for specified, explicit, and legitimate purposes and not further processed in a manner that is incompatible with those purposes. Further processing for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes shall not be considered to be incompatible with the initial purposes.
- c) Adequate, relevant, and limited to what is necessary in relation to the purposes for which it is processed.
- d) Accurate and, where necessary, kept up to date. Every reasonable step must be taken to ensure that personal data that is inaccurate, having regard to the purposes for which it is processed, is erased, or rectified without delay.
- e) Kept in a form which permits identification of data subjects for no longer than is

necessary for the purposes for which the personal data is processed. Personal data may be stored for longer periods insofar as the personal data will be processed solely for archiving purposes in the public interest, scientific or historical research purposes, or statistical purposes, subject to implementation of the appropriate technical and organisational measures required by the GDPR in order to safeguard the rights and freedoms of the data subject.

- f) Processed in a manner that ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction, or damage, using appropriate technical or organisational measures.

#### **14A.4 Your Rights (as a Data Subject)**

The GDPR sets out the following rights applicable to data subjects (please refer to the parts of this policy indicated for further details):

1. The right to be informed;
2. The right of access;
3. The right to rectification;
4. The right to erasure (also known as the 'right to be forgotten');
5. The right to restrict processing;
6. The right to data portability;
7. The right to object; and
8. Rights with respect to automated decision-making and profiling.

#### **14A.5 Keeping You Informed**

We shall provide the information set out below to every client:

14A.5.1 Where your personal data is collected directly from you, you will be informed of its purpose at the time of collection; and where your personal data is obtained from a third party, you will be informed of its purpose:

- a) if the personal data is used to communicate with you, when the first communication is made; or
- b) if the personal data is to be transferred to another party, before that transfer is made; or
- c) as soon as reasonably possible and in any event not more than one month after the personal data is obtained.

#### **14A.6 Data Subject Access**

- 14A.6.1 You may make subject access requests (“SARs”) at any time to find out more about the personal data which we hold about you, what we are doing with that personal data, and why.
- 14A.6.2 If you wish to make a SAR you may do so in writing. SARs should be addressed to our Data Protection Officer.
- 14A.6.3 Responses to SARs shall normally be made within one month of receipt, however we may extend by up to two months if the SAR is complex and/or numerous requests are made. If such additional time is required, you shall be informed.
- 14A.6.4 All SARs received shall be handled by the Firms Data Protection Officer.
- 14A.6.5 We do not charge a fee for the handling of normal SARs. However, we reserve the right to charge reasonable fees for additional copies of information that has already been supplied to you, and for requests that are manifestly unfounded or excessive, particularly where such requests are repetitive.

#### **14A.7 Rectification of Personal Data**

- 14A.7.1 You have the right to require us to rectify any of your personal data that is inaccurate or incomplete.
- 14A.7.2 We shall rectify the personal data in question, and inform you of that rectification, within one month of you informing us of the issue. The period can be extended by up to two months in the case of complex requests. If such additional time is required, you shall be informed.
- 14A.7.3 In the event that any affected personal data has been disclosed to third parties, those parties shall be informed of any

rectification that must be made to that personal data.

#### **14A.8 Erasure of Personal Data**

- 14A.8.1 You have the right to request that we erase the personal data we hold about you in the following circumstances:
- a) It is no longer necessary for us to hold your personal data with respect to the purpose(s) for which it was originally collected or processed;
  - b) You wish to withdraw your consent to us holding and processing your personal data;
  - c) You object to us holding and processing your personal data (and there is no overriding legitimate interest to allow us to continue doing so);
  - d) The personal data has been processed unlawfully;
  - e) The personal data needs to be erased in order for us to comply with a particular legal obligation.
- 14A.8.2 Unless we have reasonable grounds to refuse to erase personal data, all requests for erasure shall be complied with, and you will be informed of the erasure, within one month of receipt of your request.
- 14A.8.3 The period can be extended by up to two months in the case of complex requests. If such additional time is required, you shall be informed.
- 14A.8.4 In the event that any personal data that is to be erased in response to your request has been disclosed to third parties, those parties shall be informed of the erasure (unless it is impossible or would require disproportionate effort to do so).
- #### **14A.9 Restriction of Personal Data Processing**
- 14A.9.1 You may request that we cease processing the personal data that we hold about you. If you make such a request, we shall retain only the amount of personal data concerning you (if any) that is necessary to ensure that the personal data in question is not processed further.
- 14A.9.2 In the event that any affected personal data has been disclosed to third parties, those parties shall be informed of the applicable

restrictions on processing it (unless it is impossible or would require disproportionate effort to do so).

**14A.10 Objections to Personal Data Processing**

14A.10.1 You have the right to object to us processing your personal data based on legitimate interests, direct marketing (including profiling).

14A.10.2 Where you object to us processing your personal data based on legitimate interests, we shall cease such processing immediately, unless it can be demonstrated that our legitimate grounds for such processing override your interests, rights, and freedoms, or that the processing is necessary for the conduct of legal claims.

14A.10.3 Where you object to us processing your personal data for direct marketing purposes, we shall cease such processing immediately.

**14A.11 Sharing of Personal Data**

14A.11.1 During our retainer with you we may share your information with the following entities:

- Courts and Tribunals
- Experts required to advise or provide. Reports
- Barristers & Barristers Chambers
- Accountants
- Opposing Lawyers and representatives
- Solicitors Regulation Authority
- Legal Ombudsman
- Banks and Lenders
- Mediation and Arbitration service providers
- Government Bodies
- Auditors
- IT support, Infrastructure and System providers
- Employees of the Firm

- Contractors to the Firm working on your matter
- Postal Service Providers including Couriers
- Insurers and their advisors

**14A.12 Personal Data Collected, Held and Processed**

The following personal data is collected, held, and processed by us:

<b>Data Ref.</b>	<b>Type of Data</b>	<b>Purpose of Data</b>
Client Name	Your Name	To identify you
Address	Your Address	To send letters to you
Email address	Your email address	To send communication via email
Date of Birth	Your date of birth	To identify you (only if necessary)
Passport Number	Your passport details	To identify you and comply with Anti-Money Laundering Regulations – where applicable
Driving licence number	Your driving licence details	To identify you and comply with Anti-Money Laundering Regulations – where applicable
Utility Bill	Your utility bill(s)	To identify you and comply with Anti-Money Laundering Regulations – where applicable

**15. STORAGE OF PAPERS AND DOCUMENTS**

15.1 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 store your file of papers for you in external storage. This may, at our discretion, take

the form of scanning and electronically storing the file. Upon closure of the matter, paper file storage is on the clear understanding that we have the right to destroy it after such period as we consider reasonable.

- 15.2 When we provide our initial invoice, we will charge you a flat fee of fifty pounds plus VAT for the six-year storage period which also covers any destruction costs.
- 15.3 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.
- 15.4 If we take papers or documents out of storage in relation to continuing or new instructions to act for you, we will not normally charge for such retrieval. However, we may charge you both for time spent producing stored papers that are requested and/or reading correspondence or other work necessary to comply with your instructions in relation to the retrieved papers.

## **16. PROFESSIONAL INDEMNITY INSURANCE**

- 16.1 In accordance with the disclosure requirements of The Provision of Services Regulations 2009, our professional indemnity insurer is Travelers Insurance Company Limited. Address: Exchequer Court, 33 St. Mary Axe, London, EC3A 8AG. The territorial coverage of our policy is England and Wales.

## **17 LIMITATIONS ON OUR LIABILITY**

- 17.1 By accepting these terms of service you agree that Summit Law LLP's liability for any claims in respect of the legal services provided under these terms of service shall be, when aggregated with all such other claims made on the same occasion or previously, limited to the maximum amount of £3,000,000 (three million pounds sterling) and that you will not sue any individual member or employee of Summit Law LLP in respect of such services. We will not be liable for any consequential, special, indirect, or

exemplary damages, costs or losses or any damages, costs, or losses attributable to lost profits or opportunities.

- 17.2 You are contracting with Summit Law LLP and not any specific individual. 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.
- 17.3 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.
- 17.4 We shall have no responsibility for any failure to advise or comment on any matters which fall outside the scope and limitation of the matters referred to in our Client Care Letter and we have no responsibility to you to update any advice or clarify or amplify changes in the law which take place after our advice is issued. Our advice is restricted to the matter upon which we are specifically instructed, and we accept no responsibility for your use of advice outside of the specific matter upon which we are instructed. You should note that we only accept instructions and provide legal advice and we do not provide advice on commercial, financial, or accounting aspects of any matter, including for the avoidance of doubt on exchange rate issues. Neither do we provide advice on foreign law as we are only qualified to provide advice on English law.
- 17.5 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.

- 17.6 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.

## **18. TAXES**

- 18.1 In relation to any monies received by or through this firm, you undertake to indemnify us for any liability we may incur under the tax law of any territory which requires us to withhold tax or renders us liable to account to any authority for tax including penalties, fines, and interest on money due to you whether or not our liability arises from a default in payment of tax on your part, or not.

## **19. CHARITY**

- 19.1 In the event that there is any outstanding balance of £50 or below within your client account, and you have no monies owed to us or third parties relating to your legal affairs, and we are unable to trace you, we reserve the right to give the money to Macmillan Cancer Support, a registered charity.

## **20. CLIENT MONEY**

- 20.1 In the event of a banking failure, we will not be liable to repay any client money held by Summit Law LLP lost as a result of that banking failure.
- 20.2 Funds held by us on your behalf will be held in our client account with Barclays Bank Plc.
- 20.3 Under the Financial Services Compensation Scheme ("FSCS") a limit applies to funds held at a banking institution as to the level of compensation that can be claimed. As of 1st January 2011, this limit stands at £85,000. If you are entitled to compensation under the FSCS and you hold personal monies at the same bank as our client account, the limit can only be claimed once. Some

deposit taking institutions have several brands, i.e., where the same institution is trading under different names. Please check with your bank, the FSA, or your financial adviser for more information.

- 20.4 In the event of a banking collapse, we will need to provide details of all clients whose money is held in our client account and the amount in the account to which each client is entitled. By accepting these terms of service, you provide your consent for us to supply your relevant details to the FSCS. If you do not wish to provide your consent, please notify us in writing. However, please note that by withholding consent, you will not be able to receive compensation from the FSCS.

## **21. INSURANCE                      MEDIATION ACTIVITIES**

- 21.1 This firm is not authorised by the Financial Conduct Authority. However, we are included on the register maintained by the Financial Conduct Authority so that we can carry on insurance mediation activity, which is broadly the advising on, selling and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the Solicitors Regulation Authority. The register can be accessed via the Financial Conduct Authority website at <http://www.fca.org.uk/register>.
- 21.2 The Law Society is a designated professional body for the purposes of the Financial Services and Markets Act 2000, but responsibility for regulation and complaints handling has been separated from the Law Society's representative functions. The Solicitors Regulation Authority is the independent regulatory body of the Law Society and the Legal Ombudsman is the relevant independent complaints handling body.

## **22. INTERMEDIARIES**

- 22.1 In some circumstances, a referral fee may become payable by us to an introducer, but that sum is payable by us as an overhead and the charges you pay us will not be affected in any way by the referral fee, we pay the introducer. If you were introduced to us by GVA-Atencia, Forensic Investigation & Taxation Services Ltd we may have paid a referral

fee and we are happy to disclose the sum paid upon written request as the percentage sum varies from referrer to referrer.

- 22.2 In addition where a currency is converted, we may be paid commission in respect of that introduction from the FX intermediary.

## **23. CONFIDENTIALITY**

- 23.1 Our firm may be subject to audit or quality checks by external firms or organisations. We may also outsource work. This might be for example typing or photocopying or costings, or research and preparation to assist with your matter. Information from your file may therefore be made available in such circumstances but by signing our Client Care Letter you agree that we can make such a disclosure.

- 23.2 You agree that we can use your name and the matter details as part of any marketing programme and on our website and refer to the fact that you are our client.

## **24. LEXCEL ACCREDITATION**

- 24.1 The firm has achieved the Lexcel quality standard 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, in which case we would need your consent for inspection to occur. All inspections are, of course, conducted in confidence. If you prefer to withhold consent, work on your file will not be affected in any way.

- 24.2 Since very few of our clients do object to this, we propose to assume that we do have your consent unless you notify us to the contrary. We will also assume, unless you indicate otherwise, that consent on this occasion will extend to all future matters which we conduct on your behalf. Please contact Jeremy Boyle in writing if we can explain this further or if you would like us to mark your file as not to be inspected.

## **25. TERMINATION**

- 25.1 You may terminate your instructions to us in writing at any time, but we will be entitled to keep all your papers and documents while there is money owing to

us for our charges and expenses. If at any stage you do not wish us to continue doing work and/or incurring charges and expenses on your behalf, you must tell us this clearly in writing.

- 25.2 If we decide to stop acting for you, for example if you do not pay an interim statute bill or comply with the request for a payment on account or if there is a conflict of interest or you fail to provide us with your instructions in a timely manner, we will tell you the reason and give you notice in writing.

- 25.3 If you or we decide that we should stop acting for you, you will pay our charges up until that point. These are calculated on an hourly basis plus expenses as set out in these terms of service.

- 25.4 Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2014 you have a right to cancel this agreement without giving a reason within 14 days of instructing us. If you wish to cancel you should notify us in writing using the details above. We are not permitted by law to start work on your matter during the 14-day cancellation period unless you expressly request us to start work during that time. If you ask us to start work you may still cancel but (a) you will lose the right to cancel if we complete our work in that time, and all fees and disbursements would be payable, and/or (b) if you cancel and we have undertaken work on your behalf you will be liable to pay such proportion of costs, fees and disbursements as have actually been expended and any excess held by us would be reimbursed to you. These provisions do not apply if your first meeting with us took place at one of our offices or if you are not instructing us as a private individual/consumer.

## **26. COMPLAINTS**

- 26.1 Our aim is to offer all our clients an efficient and effective service at all times. We are proud that we have achieved Lexcel Accreditation and our clients, and our staff are of first importance to us. We hope that you will be pleased with the work we do for you. However, should there be any aspect of our service, or our bill, with which you are unhappy please refer to our Complaints Policy.

- 26.2 Whilst all individuals have recourse to the Legal Ombudsman, certain types of clients might not, e.g., certain enterprises. Please see the eligibility criteria on the Legal Ombudsman's website.
- 27. ENTIRE AGREEMENT**
- 27.1 These terms of service (and any accompanying conditional fee agreement where relevant) represent the entire understanding between Summit Law LLP and you in relation to them and you acknowledge and agree that you have not entered into this agreement in reliance upon any representations agreements statements or replies to specific enquiries (whether oral or written) made or alleged to have been made by Summit Law LLP or its members or its officers servants agents or representatives at any time.
- 28. THIRD PARTIES**
- 28.1 Our advice is for your benefit only. Save as expressly set out, our agreement with you is not intended to confer rights on any third parties whether pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 29. SEVERABILITY**
- 29.1 If any provision in these terms of service or our Client Care 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.
- 30. JURISDICTION**
- 30.1 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.
- 31. CONSUMER CANCELLATION RIGHTS**
- 31.1 This section applies to you only if you are a consumer that is if you are acting for purposes which are wholly or mainly outside your trade, business, craft, or profession.
- 31.2 Under the Consumer Protection Regulations, you have the right to cancel this contract within 14 days without giving any reason and for that cancellation to take effect after 14 days from the date on which you had first confirmed your instructions to us.
- 31.3 You do have these rights under this contract, but we are also able to offer more flexibility and would like to confirm that you may cancel or terminate this contract immediately or on notice at any time by informing us of your decision in a clear statement (e.g., a letter sent by post, or email). We will generally accept this notice by phone, but to avoid uncertainty we will then ask for it to be confirmed by letter or email. Our contact details are on our website and in all of our emails. We will act promptly on any notice you provide us when we receive it.
- 31.4 You may end your instructions to us in writing at any time, but we can keep all your papers and documents while there is still money owed to us for fees and expenses. We may decide to stop acting for you only with good reason. We must give you reasonable notice that we will stop acting for you.
- 32. ACCEPTANCE TO ACT FOR PRIVATE CLIENTS**
- 32.1 Although your continuing instructions in this matter will amount to an acceptance of these terms of service, it may not be possible for us to start work on your behalf until a signed copy of the client care letter (together with any requested identity information) has been returned to us. By agreeing to our client care letter or by providing instructions you are agreeing to be bound by these terms of service as amended from time to time and the matters set out in our client care letter.
- 32.2 Unless otherwise agreed and subject to the application of the current hourly rates, these terms of service shall apply to any future instructions given by you to us.