

# Terms of Business

## 1. General

- 1.1 This document is our general Terms of Business. Confirmation of your specific instructions and the related scope of our actions or advice are detailed in the Letter of Engagement (sometimes known as a client care letter) sent in response to your instructions. These Terms of Business should be read together with our letter of engagement.
- 1.2 Unless otherwise agreed in writing, these Terms of Business apply to any future instructions you give us. We reserve the right to change our standard terms of business from time to time. They will be updated and available on our [website](#) and will apply to all matters on which we are instructed by you at that time. If you do not accept our terms of business at any time you should confirm this in writing.
- 1.3 Where we say “you” or “your” in these Terms of Business we refer to the client identified in the engagement letter and additionally (where the context so allows) to anyone authorised to give instructions on that client’s behalf.
- 1.4 Should you not sign your letter of engagement or otherwise confirm your acceptance in writing, your continuing instructions will amount to acceptance of these Terms of Business and letter of engagement including any subsequent written notifications of changes.

## 2. Scope of Our Work

- 2.1 As stated, the scope of our work will be detailed within the letter of engagement or as we may have otherwise agreed with you in writing.
- 2.2. Unless we expressly agree otherwise in writing our responsibilities to you do not include:
  - 2.2.1. Tax advice of any kind. If you believe that the work we are doing for you has taxation implications, please contact your accountant for professional advice. We will not be liable for losses which arise as a result of any failure to seek tax advice;
  - 2.2.2. Advice on the laws of jurisdictions outside England and Wales;
  - 2.2.3. Advice on changes to law or practice after the date of the communication containing that advice from us unless we are still advising you on the matter and the change is relevant to its handling;
  - 2.2.4. Verifying the identities or substance of other parties to transactions;
  - 2.2.5. Claims against third party professional advisers;
  - 2.2.6. Monitoring or reminding you of warranty periods or other notice or limitation periods or dates, including when you may have been advised to suppress invoicing cycles for enforcement purposes;
  - 2.2.7. Any act of waiver committed on a case unless we have provided you with specific advice in writing in relation to any actual or potential act of waiver.
  - 2.2.8. Advising you as to the commercial implications of any matter or transaction with which you are involved; and
  - 2.2.9. Companies House filings, including the maintenance and updating of Persons with Significant Control Registers;
- 2.3. If information or other material received from a third party is incorporated into our work, we are not responsible for its accuracy.

- 2.4. If you ask us to obtain advice from another law firm, that firm will be responsible for the service and advice that they provide.
- 2.5. We advise on the law in England and Wales to the extent that it applies to your matter.
- 2.6. You acknowledge that unless we are instructed otherwise, we shall be entitled to assume that those of your employees, directors, officers or representatives who give us instructions (as well as any agent of yours, including their employees, directors, officers or representatives) are authorised to do so, and that we may act on their written and oral instructions.
- 2.7. When conducting matters for you it may be necessary for us to make reference to the contemplation of forfeiture proceedings in order to engage certain lease cost clauses in your favour. In instructing us you grant us permission to refer to the contemplation of forfeiture in order to progress your case.

### **3. Agency**

- 3.1 This section applies if you are instructing us as agent.
- 3.2 In the event that you instruct us as agent on behalf of your principal, you warrant that all instructions you give us are within the scope of your actual authority. You will personally indemnify us by way of primary liability for any loss or damage caused to us, wholly or in part, in consequence of you acting outside the scope of the actual authority granted to you by your principal.
- 3.3 As agent you agree that unless we are instructed otherwise, we shall be entitled to assume that those of your employees, directors, officers or representatives who give us instructions are authorised to do so by your principal, and that we may act on their written and oral instructions.

### **4. Our Advice**

- 4.1 Our advice applies only to the specific factual and legal matters it deals with. Our advice is given for your benefit and it is to you that we owe our duty of care. This duty of care does not extend to third parties.
- 4.2 You must not use or rely on our advice for any other purpose or in relation to any other person without our prior written agreement. You must keep our advice confidential and obtain our prior written consent if you wish to disclose our advice to any other person.
- 4.3 Our advice is provided in accordance with our professional practice rules and guidelines and the proper interpretation of laws, court decisions and regulations in existence on the date on which the advice is provided.
- 4.4 Where your instructions relate to the collection of arrears you warrant that the arrears apply to sums that have been properly demanded and are correctly apportioned.
- 4.5 You must give us appropriate instructions that allow us to undertake our work properly, not ask us to work in any improper or unreasonable way, not deliberately mislead us, and cooperate with us and any third parties instructed by us on your behalf. This may include the provision of information and documents requested by us, compliance with any applicable time limits and the provision of prompt instructions by you.

- 4.6 In providing our advice you acknowledge that we will rely on the work, information and advice prepared and provided by you and your other advisers (including any whom you may engage through us). You shall grant us a licence to use any materials provided by you during the course of the matter to enable us to provide our advice and services to you.
- 4.7 You should not rely on any draft document we draw up for you until it has become the final version. We will not be liable for any mistakes in the document until the final version has been drawn up.
- 4.8 We may advise you against taking a particular course of action or advise you that the costs of pursuing any such course of action may be disproportionate. If we agree to act, notwithstanding this advice, you acknowledge that you will be solely responsible for any adverse consequences of pursuing any such course of action.
- 4.9 We retain all copyright and other intellectual property rights in all materials and know-how developed or created by us either before or in the course of carrying out any work for you, although you may freely distribute copies of these materials within your own organisation for the purposes of the matter for which we are engaged

## **5. Our Aims**

- 5.1 We aim to offer all of our clients a friendly, efficient and effective service. This document explains the terms upon which we will undertake your business. If separate terms have been agreed which are inconsistent with this document, then those terms will prevail.

## **6. Hours of Business**

- 6.1 Our normal hours of opening are 9.00am to 5.00pm Monday to Friday.

## **7. People Responsible for your Work**

- 7.1 The person responsible for conducting your case(s) is set out in the letter of engagement relating to your instructions. We will try to avoid changing the person handling your work but if this cannot be avoided, we will tell you promptly of any change and why it may be necessary. Some work on your case(s) may also be dealt with by other members of staff and assistants to the above-mentioned person. The person with ultimate supervision and responsibility for your work is Jonathan Leitch, the principal Solicitor of this firm.

## **8. Time Estimate for Completion of Your Matter**

- 8.1 We will always aim to conduct and conclude your matter as swiftly as possible. We will set out estimated timescales within our letter of engagement although the changing nature and complexity of certain matters will inevitably result in longer timescales. We will update you at appropriate intervals on the likely timescale of your matter and any important changes in those estimates. You will also be able to contact the colleague or team dealing with your matter to ask for an update.

## 9. Our Charges and Expenses – Calculation Method

- 9.1 Our charges are calculated mainly by reference to the time spent by our staff in respect of any work which they do on your behalf. This may include meetings with you and perhaps others, reading, preparing and working on papers, making and receiving telephone calls, emails, faxes, instant messages and text messages with any relevant persons necessary to conduct the claim on your behalf; time spent preparing papers for Counsel and preparing a brief instructing Counsel and also any Legal Agent attending a hearing for you on our behalf; preparation of any detailed costs estimates, schedules and bills; attending court; and time necessarily spent travelling away from the office. From time to time we may arrange for some of this work to be carried out by persons not directly employed by us; such work will be charged to you at the hourly rate which would be chargeable if we had done the work ourselves.
- 9.2 In calculating our fees payable by you, they are primarily calculated on a time spent basis at the hourly rates detailed in the Schedule of Fees for each hour engaged on your matter by the people responsible for your work. Each hour is divided into 10 units of 6 minutes. Routine outgoing and incoming letters, emails, telephone calls and texts will be charged as one unit. Other letters, emails, calls, considering, preparation and working will be charged on a time spent basis. VAT will be added to our charges at the rate prevailing when the work is done.
- 9.3 There are 4 grades of fee earner as detailed below:
- |         |  |
|---------|--|
| GRADE A | Solicitors with over eight years post qualification experience including at least eight years' litigation experience                   |
| GRADE B | Solicitors and Legal Executives with over four years post qualification experience including at least four years litigation experience |
| GRADE C | Other Solicitors and Legal Executives and Fee Earners of equivalent experience   |
| GRADE D | Trainee Solicitors, Paralegals and other Fee Earners   |

“Legal Executive” means a Fellow of the Institute of Legal Executives.

Unless otherwise agreed in writing, the current hourly rates (excluding VAT) are as set out below:

Grade A	£295.00
Grade B	£247.00
Grade C	£201.00
Grade D	£142.00

Our specialist solicitors who have extensive experience within our sector may charge their time at up to £400.00 exclusive of VAT.

These hourly rates have to be reviewed periodically to reflect increases in overhead costs and inflation. You will be informed in advance of any such change.

- 9.4 In addition to the time spent, we may take into account a number of factors including any need to carry out work urgently, outside of our normal office hours, the debt value or other potential loss value of the claim to you, the complexity of the issues of your case(s), the speed at which action has to be taken, any particular specialist expertise which the case(s) may demand.
- 9.5 Note that the amount of our costs which you have to pay may be greater than the amount you can recover from another party to the case.

- 9.6 There may be certain other expenses, including payments we make on your behalf, such as court fees and counsel's fees, which you will have to pay. VAT is payable on certain expenses but not court fees.
- 9.7 We will inform you if any unforeseen additional work becomes necessary, due to unexpected difficulties or if your requirements or the circumstances significantly change during the course of the matter. We will also inform you of estimated costs where possible before any extra charges and expenses are incurred.

## **10. Billing and Payment Arrangements**

- 10.1 It is normal practice to ask clients to pay sums of money from time to time on account of the charges and expenses which are expected in the following weeks or months. This helps to avoid delay in the progress of the case(s). We may request further payments on account for charges and expenses to be incurred as the matter progresses. We will offset any such payments against your final bill, but it is important that you understand that your total charges and expenses may be greater than any advance payments.
- 10.2 You will normally need to approve and pay on account for all disbursements in advance of them being incurred. In the event that we incur disbursements on your behalf, and you have not paid on account, these disbursements will be billed and payable by you immediately.
- 10.3 We will send you interim bills for our charges and expenses periodically throughout the duration of your case. We will send a final bill after completion of the work. Whilst we may render interim statute invoices to you, all our invoices will be final statute invoices for the piece of work carried out, in accordance with the Solicitors' Act 1974.
- 10.4 Payment is due to us in accordance with the terms stated on the bill. If you do not pay our bill within the payment terms detailed on it, we reserve our right to charge you interest on the bill at the prevailing rate pursuant to the Late Payment of Commercial Debts Regulations 2002 and 2013. Interest will be charged on a daily basis. We also reserve our right to invoice you for late payment charges pursuant to the same Regulations.
- 10.5 Where appropriate, we reserve the right to retain from any monies recovered on your behalf and held in our client account sufficient amounts to pay our outstanding bills on any case(s) we have in progress for you. We also reserve the right to keep your papers, documents or other property that is in our possession until you have paid all the money that is due to us. These rights will continue after the termination of our engagement.
- 10.6 Subject to there being no money due to us, we will return to you on request papers and documents to which you are entitled. Where you request papers and documents to be sent to you or another party, we are entitled to make a reasonable charge for handling costs and delivery.

## 11. Charges and Expenses and Your Liability for Costs

- 11.1 It is important that you understand that you will be responsible for paying our invoice(s). We will discuss with you whether your charges and expenses might be paid by another person. Even if you are successful, the other party may not be ordered to pay all of your charges and expenses or these may not be recovered from them in full, or at all. If this happens, you will have to pay the balance of our charges and expenses or pay them in full. If the other party is publicly funded, you may not get back any of your charges and expenses, even if you win the case. Further, the other party may not be of sufficient financial means or have sufficient assets to make payment of your costs and/or any monetary award made against them. You may also be ordered to pay all or a proportion of your opponent's costs in addition to our own charges.
- 11.2 If you are successful and the Court orders the other party to pay some or all of your charges and expenses, interest may be claimed on them from the other party from the date of the Court order.
- 11.3 You will also be responsible for paying the charges and expenses of seeking to recover any charges and expenses that the Court orders the other party to pay.
- 11.4 In some circumstances, the Court may order you to pay the other party's legal charges and expenses; for example, if you lose the case. Their legal charges and expenses would be payable *in addition* to our charges and expenses. We will discuss with you whether our charges and expenses and your liability for another party's charges and expenses may be covered by insurance, and, if not, whether it would be advisable for you to have insurance to meet the other party's charges and expenses.
- 11.5 There is always the possibility that even if you are successful the other party may be unable to pay your costs. You will remain fully responsible for our invoices in this event.
- 11.6 If you have any query about an invoice, you should contact us straight away. If you are unhappy with our response, please lodge a formal complaint following our complaints procedure, as detailed below, and we will respond accordingly. If you remain dissatisfied with the outcome, you have the right to complain to the Legal Ombudsman. You can also ask a court to examine your bill. This is known as "applying for a detailed assessment". You can ask for a detailed assessment between one month and one year of the date of receiving an invoice, before paying in full. It is advisable to get independent legal advice before doing this as this may incur further costs.

## 12. After The Event (ATE) Insurance

- 12.1 It may be possible to obtain ATE Insurance to limit your liability for paying both your own costs and your opponent's costs in the event that your litigation is unsuccessful. Note that a premium is payable to an ATE insurer. Please contact us, ideally at the earliest possible opportunity, if you wish to discuss this option.

## 13. Alternative Dispute Resolution

- 13.1 The Courts do encourage parties to enter into negotiations prior to issuing proceedings. There are a range of options for resolving disputes, prior to, and after proceedings have been issued and an early settlement will obviously save costs. If you believe that your opponent will be open to resolving the claim please contact the solicitor acting so that we can discuss the best options for you.

## 14. Complaints Procedure

- 14.1 We want to give you the best possible service. However, if at any point you become unhappy or concerned about the service we have provided then you should inform us immediately, so that we can do our best to resolve the problem.
- 14.2 In the first instance it may be helpful to contact the person who is working on your case, or the supervising solicitor, to discuss your concerns and we will do our best to resolve any issues. If you need the contact details of any supervising solicitor or head of department our Reception Team will be happy to help you. If you would like to make a formal complaint, you can read our full complaints procedure by [clicking here](#). Making a complaint will not affect how we handle your matter (provided it does not give rise to any professional issue, for example a conflict of interest between you and us).
- 14.3 If you are not satisfied with our handling of your complaint, you may be able to ask the Legal Ombudsman (PO Box 6167, Slough SL1 0EH, tel: 0300 555 0333 or email: [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk)) to consider the complaint. Normally, you will need to bring a complaint to the Legal Ombudsman within six months of receiving a final written response from us about your complaint or within a year of the act or omission about which you are complaining having occurred (or you becoming aware of it).
- 14.4 If you are unhappy with our charges, you may also be entitled to apply to Court for an assessment of the bill under Part III of the Solicitors Act 1974. Please note that if all or part of the bill remains unpaid, we may be entitled to charge interest, as detailed at 10 above.

## 15. Identity and Disclosure Requirements

- 15.1 We are entitled to refuse to act for you if you fail to supply appropriate proof of identity for yourself or for any principal who you may represent. We may undertake identity searches in this respect.
- 15.2 By acceptance of these Terms of Business, you will be deemed to agree that we may use information provided by you to conduct identity checks on you and/or on any principal in order to comply with any statutory or regulatory requirements currently in force. Information that you provide may be disclosed to a credit reference or fraud prevention agency which may keep a record of that information.
- 15.3 We are professionally and legally obliged to keep your affairs confidential. However, solicitors may be required by statute to make a disclosure to the Serious Organised 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. We will not be liable for any loss, damage or delay arising out of the firm's compliance with any statutory or regulatory requirement.

## 16. What We Expect of You

It is a condition of our acceptance of your instructions that you agree to:

- 16.1 Provide documents when we ask for them and respond promptly when we ask for instructions or information. We will not be responsible for anything that happens because you have not done something we asked you to do promptly. This may also result in you having to pay additional fees or expenses;
- 16.2 Be open and honest with us about all circumstances relating to your matter;
- 16.3 Not give us instructions which are misleading, or you know or ought to know are inconsistent with the law or illegal. You must tell us if you think that any information you have provided is not complete or accurate;
- 16.4 Tell us immediately if your expectations change or if you are not sure you understand what we have discussed;
- 16.5 Inform us of any time limits or objectives that might not be obvious to us;
- 16.6 Inform us promptly of any change in circumstances that may affect your instructions, including (but not limited to) alterations to management arrangements or any change in proprietary interest;
- 16.7 Cooperate fully with us to ensure that any checks we need to make in relation to your identity, ownership, status, source of funds or source of wealth can be completed promptly;
- 16.8 Treat our colleagues and partners with courtesy and respect;
- 16.9 Notify us if your contact details change;
- 16.10 Keep password details for any account you use to communicate with us secret and secure, change your password for any such account immediately upon receiving any indication that security for the account may have been compromised, and notify us immediately if you receive any email or other communication purporting to be from the Firm stating that we have changed our bank details or payment arrangements;
- 16.11 Let us know about any other changes that may affect the way we deal with your matter;  
and
- 16.12 Pay our fees promptly.

## 17. Change of Party or Parties

- 17.1 If we are instructed to act for you in relation to a proprietary asset and ownership of the asset changes, even to a linked company or a group company, we require immediate notification of the same. There may be circumstances where, during the course of a matter, additional parties become apparent. You are responsible for notifying us of the names of such parties so we can determine whether a potential conflict may exist. If this situation arises during our dealings with you, we will discuss the position with you and determine the appropriate course of action. In order to protect your interests, our professional rules may require us to stop acting for you on that matter.
- 17.2 Failure to give sufficient or any notification may result in substantive legal issues occurring within existing litigation cases and additional or wasted costs arising and you will be responsible for such costs.

## **18. Cash Policy**

- 18.1 Our practice's policy is not to accept cash from clients. 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.

## **19. Limitation of Liability**

- 19.1 Our liability to you for a breach of your instructions shall be limited to £3 million, unless we expressly state a higher amount in the letter of engagement. 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. We can only limit our liability to the extent the law allows. In particular, we cannot limit our liability for death or personal injury caused by our negligence. Please ask if you would like us to explain further.
- 19.2 Subject to these provisions, we are not liable for any comments, advice or suggestions given by us that are not included in the scope of service set out in the letter of engagement.

## **20. Confidentiality & Conflicts**

- 20.1 The rules of professional conduct under which we practise impose requirements upon us regarding conflict between the duties we owe to different clients in relation to the same or related matters and regarding preservation of our clients' confidences.
- 20.2 The legal knowledge and experience of JB Leitch derives from its ability to act for many clients at any one time, and we wish to retain this ability for the benefit of all our clients. It is therefore likely that some of our other clients will operate in the same industry or sector as you and that some may have, or develop, commercial interests adverse to you.
- 20.3 The conflict rules to which JB Leitch adheres are those of the Solicitors Regulation Authority in England and Wales. These rules preclude us from acting for one client against another in respect of the same or related matters but permit us to act for one client against another (including in litigation and other dispute resolution work) if the matters are unrelated and provided that we take appropriate steps to protect the confidentiality of information that we hold for either client.
- 20.4 We are not obliged to disclose to you our representation of clients who may have interests adverse to yours on unrelated matters. By the same token, we will not without your consent disclose to other clients our representation of you.
- 20.5 Any issue regarding our ability to represent you in this matter, including any disclosure requirements we may have to you, shall be determined solely by the rules of the Solicitors Regulation Authority of England and Wales.
- 20.6 Our confidentiality obligations are subject to certain exceptions, including where disclosure is required by law, regulation or an order of the court. An example is the legislation on money laundering and terrorist financing which has placed solicitors under a legal duty in certain circumstances to disclose information to the National Crime Agency. The duty includes where a solicitor knows or suspects that a client transaction involves money laundering. Under the legislation, we may not be able to inform you that a disclosure has been made or of the reasons for it.

- 20.7 We may disclose in confidence, to the extent possible, any information and documentation, including information and documentation over which you have a right to assert legal professional privilege, to our professional indemnity insurers, to our advisers, to any regulatory body to which we are subject, to any professional body of which we are a member, to our auditors and to the extent required expressly or by implication by any law, regulation or court order to which we are subject.
- 20.8 You agree that we are able to use third party service providers, subject to appropriate safeguards to maintain confidentiality, in order to provide our services to you (for example software service providers, cloud storage providers, photocopying services, document production agencies, translation services, locums and barristers.
- 20.9 External firms or organisations may conduct audit or quality checks on our practice for legal or regulatory purposes. These external firms or organisations are required to maintain confidentiality in relation to your files.

## 21. Cybercrime & Banking

- 21.1 As a firm holding client money, JB Leitch may be a target for cybercrime. We take this risk very seriously and do all that we can to ensure that your money is safe and secure with us.
- 21.2 If you need to transfer funds to us, please quote our file reference and for payments in sterling, please use the bank account details we provide to you.
- 21.3 If at any point during our engagement you receive a communication (from someone within or outside of JB Leitch) indicating that our bank account details have changed please **do not** transfer any monies as this is unlikely to be a genuine notification. Please immediately telephone a senior member of our finance team, or a member of our senior leadership team using contact details obtained independently of the notification.
- 21.4 If we ever ask for your bank details, we will normally ask you to provide documentary proof such as a blank/void paying in slip and company letterhead. The most secure way of providing your banking details is by post or in person rather than email. If you do send your bank account details contained within an email, we will also ask that they are verified by post or telephone. If we already have your bank details please advise us of any changes in person, by post or by telephone.

## 22. Data Protection

- 22.1 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
- 22.2 Our use of that information is subject to your instructions, the Data Protection Act 2018 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.

## **23. Auditing and Vetting of Files**

- 23.1 External firms or organisations may conduct audit or quality checks on our practice. These external firms or organisations are required to maintain confidentiality in relation to your files but if you do not want your file to be viewed by external auditors, please let us know.

## **24. Outsourcing of Work**

- 24.1 Sometimes we ask other companies or people to do work on our files to ensure that the work is done promptly. Where necessary we will seek a confidentiality agreement with these outsourced providers. If you do not want work on your file to be outsourced, please tell us as soon as possible.

## **25. Equality and Diversity**

- 25.1 JB Leitch is committed to promoting equality and diversity in all of its dealings with clients, third parties and employees. Please contact us if you would like a copy of our equality and diversity policy.

## **26. Applicable Law**

- 26.1 Any dispute or legal issue arising from these Terms of Business and/or the letter of engagement will be determined by the law of England and Wales and considered exclusively by the English and Welsh Courts.

## **27. Insurance Mediation**

- 27.1 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 may 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 [www.fca.org.uk/register](http://www.fca.org.uk/register).
- 27.2 The Law Society of England and Wales is a designated professional body for the purposes of the Financial Services and Markets Act 2000. The Solicitors Regulation Authority is the independent regulatory arm of the Law Society and the Legal Ombudsman deals with complaints against lawyers. If you are unhappy with the insurance advice you receive from us, you should raise your concerns with either of those bodies.

## **28. Professional Indemnity Insurance**

- 28.1 We have Professional Indemnity Insurance in place with a regulated Insurance Company and details are available upon request.

## 29. Payment of Interest

- 29.1 Any money received on your behalf will be held in our client account(s) with NatWest Bank. We endeavour to remit funds due to you upon clearance. However, in the instance funds are retained for a longer period, interest will be calculated and paid to you at the rate for that account set by NatWest Bank, which may change from time to time. A de minimis of £250.00 applies before such calculation and payment will be made. The period for which interest will be paid normally runs from the date(s) when funds are received by us until the date(s) a cheque(s) or bank transfer(s) is sent to you.
- 28.2 Interest is not payable on funds held in client account and not due to you, for instance payments on account (unless refundable) and payments in respect of professional disbursements awaiting payment out.

## 30. Termination

- 30.1 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.
- 30.2 We may decide to stop acting for you for any of the following reasons:
- 30.2.1 where we feel that the relationship has broken down;
  - 30.2.2 if you cannot give clear, prompt or proper instructions on how we are to proceed;
  - 30.2.3 if you do not pay an interim bill or comply with our request for a payment on account;
  - 30.2.4 where you make unwarranted complaints about the firm, its personnel or the level of service;
  - 30.2.5 it is evident to us that the necessary mutual trust and confidence no longer exists;
- or,
- 30.2.6 any other reason at our discretion where we consider that we are unable to continue to act on your behalf.
- 30.3 We must give you reasonable notice that we will stop acting for you.
- 30.4 If you or we decide that we will no longer act for you, you will pay our charges on an hourly basis and expenses as set out earlier.

## 31. Storage of Papers and Documents

- 31.1 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. We will keep our file of papers (except for any of your papers which you ask to be returned to you) for no more than 6 years. We keep the file on the understanding that we have the authority to destroy it (including electronic records) 6 years after the date of the final bill we send you for this matter.
- 31.2 After the 6 year deadline, we accept no liability for loss or damages caused to you by the destruction of files and papers that you subsequently request from us. In the event that we do hold papers after the 6 year deadline we are under no obligation to provide copies of these papers.

- 31.3 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 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 the instructions given by you or on your behalf.

## **32. Severability**

- 32.1 The foregoing paragraphs and sub paragraphs of these Terms of Business shall be read and construed independently of each other. Should any part of these Terms of Business or its paragraphs and sub-paragraphs be found to be invalid it shall not affect the remaining paragraphs and sub-paragraphs.

## **33. Force Majeure**

- 33.1 We shall not be responsible for failure to perform our respective obligations concerning your instructions where any such failure is due to causes outside our control, including sanctions, embargoes or similar action.

## **34. Privacy Policy**

- 34.1 As an organisation, JB Leitch is committed to protecting the privacy and security of your personal data. Our Privacy Notice can be found on our website at:  
[www.jbleitch.co.uk/help/privacy/](http://www.jbleitch.co.uk/help/privacy/)

## **35. Consumer Contracts Regulations**

- 35.1 If you are an individual and we have not met with you, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, as amended by the Consumer Contracts (Amendment) Regulations 2015, apply to this work. This means you have the right to cancel your instructions to us within seven working days of receiving this letter. You can cancel your instructions by contacting us by email, post or by fax to this office.
- 35.2 Once we have started work on your file, you may be charged if you then cancel your instructions.

## **36. Agreement**

- 36.1 Your continuing instructions in this matter will amount to your acceptance of these Terms of Business and the scope of our actions as set out within our letter of engagement.