

## Terms of Business

### 1. OUR CONTRACT

#### 1.1. Extent

1.1.1. CTT Law Ltd is a Limited Company registered in England and Wales with number 11535162. VAT Registration Number 322 7048 26. We are authorised and regulated by the SRA and our authorisation number is 654299

1.1.2. These Terms of Business issued by CTT Law Ltd ("the Firm"), as supplemented and/or amended by any relevant Engagement Letter; apply to each Matter we work on for you.

#### 1.2. Variation

1.2.1. No variation of these Terms shall be effective, unless it is in writing and is signed by one of our Directors.

#### 1.3. Defined terms

1.3.1. In these Terms of Business:

1.3.2. "the Firm": the Firm means CTT Law Ltd and any successor practice and any service company owned or controlled by or on behalf of the Firm or any of the Directors (references to 'we', 'us' or 'our' in these Terms of Business are references to the Firm)

1.3.3. "Associated Entities": means (where you are a body corporate) your shareholders, directors (as individuals not acting together as the Board), officers and employees, subsidiaries, parent companies, and subsidiaries of parent companies, and (where you are a trade association) your individual members;

1.3.4. "Credit Period": means the period of seven (7) days from the date of our invoice for our fees and/or expenses;

1.3.5. "Documents": means documents we create or receive on your behalf (including

communications from or with third parties, notes of conversations and meetings, draft and final documents, and instructions to and opinions of barristers);

1.3.6. "Engagement Letter": means, in relation to any Matter, the letter (or other agreement) recording the basis of our engagement;

1.3.7. "Force Majeure": means any circumstance beyond the reasonable control of the party affected by it and includes telecommunications failure, power supply failure, terrorism, pandemic, fuel strikes, severe weather, computer breakdown, failure of suppliers to meet delivery requirements, industrial disputes and absence of personnel due to illness or injury;

1.3.8. "Matter": means any specific transaction, dispute or issue in relation to which you ask us to provide Services whether or not it has been defined in an Engagement Letter or other agreement;

1.3.9. "Our Documents": means documents (other than Documents Held for You) which we create or receive for our benefit (including copies of our letters to you, your letters to us, notes of telephone conversations and meetings with you for which we have not charged you, and our preliminary drafts, research materials and internal notes);

1.3.10. "Partner": means a Director of the Firm. A Company has "directors" and not "partners". However, it is more usual for senior professionals to refer to themselves as "partners" and we have decided to retain this description;

1.3.11. "Services": means all services we provide to you in relation to the relevant Matter;

1.3.12. "We", "us", and "our": means or refers to the Firm; "You": includes the addressee of the relevant Engagement Letter and any other person identified in the Engagement Letter as our client and "your" shall have a cognate meaning; and



- 1.3.13. "Your Documents": means documents which you give or lend to us to enable us to provide Services.

## 2. OUR AUTHORITY AND SERVICES

### 2.1. Our Responsibilities

In delivering our Services we will:

- treat you fairly and with respect;
- communicate with you in plain language;
- review your Matter regularly;
- advise you of any changes in the law that affect your Matter; and
- advise you of any reasonably foreseeable circumstances and risks that could affect the outcome of your Matter

### 2.2. Our Services

- 2.2.1. The Partner at the Firm named in the Engagement Letter as the "Supervising Partner" will be the Partner primarily responsible for the provision of our Services to you. That Partner has complete discretion to deploy such of our lawyers, trainee lawyers, paralegals, or other staff as she/he deems necessary or desirable to ensure appropriate delivery of the Services.
- 2.2.2. We only advise on the Laws of England and Wales. Where a transaction or other work also involves the laws of another jurisdiction it is your responsibility to ensure that competent advice has been taken in a timely manner and that we have been provided with a full and complete copy of that advice.
- 2.2.3. We may require that you contract directly with certain third parties and assume direct responsibility to them for the payment of their fees and expenses.

## 3. YOUR RESPONSIBILITIES

- 3.1. You will (so far as you are practicably able to do so):

- 3.1.1. provide us with clear, timely and accurate instructions, and the information and materials necessary or desirable for us to perform the Services for you in a timely manner;
- 3.1.2. notify us promptly of any changes or additions to instructions, information and materials previously provided by you or on your behalf;
- 3.1.3. ensure that all information provided to us is complete in all material respects and not misleading.
- 3.1.4. safeguard any documents that may be required for your Matter, including documents that you may have to disclose to another party.

## 4. CLIENT CARE CODE

- 4.1. We want you to be happy with every aspect of our Service. We therefore operate a Client Care Code, the principles of which are as set out below:
- 4.1.1. We are committed wholeheartedly to the professional standards laid down by the Solicitors Regulation Authority.
- 4.1.2. You will be told clearly at the outset the issues and how we advise they be dealt with, and the immediate steps we will take on your behalf.
- 4.1.3. You will be regularly informed of the progress of your Matter.
- 4.1.4. We will explain to you by telephone or in writing the legal work required as your Matter progresses.
- 4.1.5. We will update you on the likely timescales for each stage of this Matter and any important changes in those estimates. Whenever there is a material change in circumstances associated with your Matter, we will update you on whether the likely outcomes still objectively justify the likely costs and risks.



- 4.1.6. We will update you on the cost of your matter at regular intervals. If appropriate, we will continue to review whether there are alternative methods by which your matter can be funded.
- 4.1.7. The Engagement Letter (sent to you at the outset of the matter) notifies you of the following details:
- 4.1.7.1. the name of the person or persons who is/are dealing on a day-to-day basis with your matter (the "Fee Earner"); and
  - 4.1.7.2. the name of the Supervising Partner.
- 4.1.8. You will be told the name of the new fee earner if the matter is transferred from one fee earner to another.
- 4.1.9. We cannot guarantee that the fee earner or Supervising Partner will be available on demand, but we will do our best to get back to you promptly and efficiently.
- 4.1.10. If you do not understand anything, please always ask.
- 4.1.11. At the end of your matter, you will be sent a bill with a letter confirming the matter has been completed and, where necessary, summarising any continuing consequences.
- 4.1.12. The Firm's policy is that we do not accept cash payments. Please discuss directly with your case handler if you are not able to pay the balance of the fees / disbursements via your bank account / cheque. 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. Checks shall be necessary at our discretion in order to comply with our legal and regulatory obligations. 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.

- 5.1. The normal hours of opening at our offices are between 9.00 a.m. and 5:00 p.m. on weekdays. Messages can be left on the answerphone outside those hours and appointments can be arranged at other times when this is essential.

## 6. FEES AND EXPENSES

### 6.1. General

- 6.1.1. You will find a description of and information on the prices we charge for the services we offer on our website:
- 6.1.2. The Engagement Letter or our estimate will set out either our agreed fees or the basis on how we will calculate our fees.
- 6.1.3. Our fees are often calculated principally by reference to the time spent by us in providing the Services at the fixed hourly rates applicable to the relevant staff.
- 6.1.4. We may, in accordance with professional guidelines, also charge a premium (where reasonable to do so) to take account of the nature, responsibility, complexity, value and urgency of the Services and other criteria specified in those guidelines.
- 6.1.5. The fixed hourly rates of each of our fee earners are reviewed from time to time and we will inform you of any variation in these rates and the date upon which they take effect. In addition, please be aware that our hourly rates are based on levels of experience and as our fee earners become more senior their hourly rates may increase accordingly - you will be informed if this is the case.
- 6.1.6. You will be responsible for paying the expenses we incur in the course of providing the Services (including travel and subsistence expenses, search and filing fees, court fees and barristers', foreign lawyers' and other third parties' fees and expenses). We will advise as to the amount and nature of any expenses to be incurred in advance. We will often seek payment for such expenses in

## 5. HOURS OF BUSINESS



advance  
and may not incur them until you have provided us with funds for that purpose which may delay the progress of your Matter.

- 6.1.7. VAT will be charged at the appropriate rate on all fees and expenses.

## 6.2. Limited Companies

- 6.2.1. When accepting instructions to act on behalf of a limited company, we may require a Director and/or Controlling Shareholder to sign a form of personal guarantee in respect of our fees and expenses. If such request is refused, we will be entitled to require payment on account or to stop acting and require immediate payment of our fees on a time spent basis and expenses as set out above.

## 6.3. Payments on Account

- 6.3.1. We may require you to make a payment to us on account of our fees and expenses at any time and on more than one occasion. Money paid on account which is not subsequently required for fees and expenses will be returned promptly.
- 6.3.2. We are not obliged to credit payments on account against interim invoices but may do so if you fail to make prompt payment.

## 6.4. Estimates and Quotations

- 6.4.1. Any cost estimates that we give you are estimates only and does not constitute a contract to carry out the work at that cost.

Sometimes, it is not possible to estimate costs in advance. It is open to you to set a limit on the costs which may be incurred without further reference to you. If the costs limit restricts the extent of work possible on your Matter, we will inform you as to the likely progress to be made within that costs limit and keep you updated.

On occasion we may provide a fixed price quotation.

- 6.4.2. The provision of a written quotation for work constitutes an offer to carry out the work at that cost and does not become a contract until you accept the quotation or a defined part of it.

- 6.4.3. Unless stated in writing to the contrary, any quotation or estimate does not include any expenses or VAT.

- 6.4.4. Where we carry out work which falls outside the scope of an accepted quotation (or of an estimate which is subsequently incorporated into a contract between us) we may charge fees at our fixed hourly rates, in addition to the quoted or estimated fee. We may also charge additional fees on the same basis for work within the scope of such a quotation or estimate which is made more time consuming, onerous or urgent as a result of:

- 6.4.4.1. circumstances or information which we did not know or could not reasonably have anticipated at the time of the quotation or estimate (whether or not you were aware of them/it); or

- 6.4.4.2. your, or your agents', act or omission.

## 6.5. Commissions and Referrals

- 6.5.1. We will only refer, recommend, or introduce you to another business where you have given us informed consent to do so.

- 6.5.2. If we receive a commission from a third party arising from work, we are doing for you, we will inform you of this and credit you with the commission unless you have agreed otherwise.

## 7. OUR INVOICES

### 7.1. Frequency of Invoices

- 7.1.1. Unless otherwise agreed in the Engagement Letter, we will be entitled to invoice you in respect of our fees and expenses monthly / quarterly as appropriate and on completion of each Matter. At the end of our financial



year, we shall be entitled to bring up to date our invoicing in respect of all your then unbilled work.

7.1.2. Unless otherwise stated, monthly or other interim invoices are a final account of our fees for all work done during the period to which they relate.

7.1.3. There may be a delay in invoicing expenses incurred on your behalf pending our receipt of the relevant invoices from suppliers. Unless otherwise stated, such invoices are not a final invoice in relation to such expenses.

7.1.4. You may pay invoices by cheque or electronic transfer. Please contact us directly for our bank account details. Unless we agree to do so, we do not accept payment in cash either from our clients direct or deposited with our bank.

## 7.2. Payment Terms

7.2.1. Interest may be charged on outstanding invoices that are not paid within the Credit Period from the expiry of the Credit Period until the time they are paid at the statutory interest rate (currently 8% plus the Bank of England's Base Rate). Any debts that have to be chased may also incur a statutory debt recovery cost.

7.2.2. If you do not pay any invoice by the end of the Credit Period, or the sum we have requested on account within seven (7) days (or such longer period as we may specify) of our demand, we may suspend or terminate the provision of all or any Services (and instruct any third parties engaged by us to suspend the provision of their services) and may invoice you for all accrued fees and expenses.

## 7.3. Joint Clients and Third-Party Payments

7.3.1. Where we are instructed by more than one individual client, you will all be jointly and

severally liable for the total payment of our fees.

7.3.2. In some circumstances, you may have a right of recovery or indemnity against a third party in respect of all or part of our invoices, but we are not permitted to issue a VAT invoice to any person other than you in any circumstances, and you remain liable to us to pay our invoices to the extent that they remain unpaid by the time that they fall due

## 7.4. Right to Retain Money, Documents and Property

7.4.1. We are entitled to keep any of your property which is in our possession, including legal and other documentation, while money is owing to us. This is known as a lien. Upon payment in full, we will return them to you at your request.

## 8. INTEREST POLICY

8.1. A copy of our interest policy is available on our website and upon request at our office address.

## 9. CONFLICT OF INTEREST

### 9.1. Definition

9.1.1. "Conflict of Interest" means any situation where our separate duties to act in the best interests of two or more clients' conflict, or where the firm's own interests (or that of any director or fee earner) conflicts with the best interests of one or more of our clients.

### 9.2. Own Interest Conflict

9.2.1. CTT Law Ltd shares staff with Countrywide Tax & Trust Corporation Ltd, although both businesses are entirely separate entities.

9.2.2. Due to the potential for conflict, CTT Law Ltd will not act where Countrywide Tax & Trust Corporation Ltd is on the other side of a transaction. For example, where Countrywide Tax & Trust Corporation Ltd are selling a property, CTT Law Ltd will not act for



the Buyer  
(although we may act for Countrywide as the Seller).

information in respect of which we owe a duty of confidentiality to a third party.

### 9.3. Similar Activities

- 9.3.1. We may act for parties engaged in activities similar to or competitive with yours.

### 9.4. Instructions Creating a Conflict of Interest

- 9.4.1. We may decline to act for you where accepting your instructions would create a Conflict of Interest or cause us to break an existing agreement with a third party.

### 9.5. Consent

- 9.5.1. Where our professional rules allow, and subject to satisfying the requirements of those rules (for example by implementing an information barrier), we may act for you and another client where a Conflict of Interest would otherwise exist, provided that we have the consent of both parties, evidenced in writing.

### 9.6. Cessation of Services

- 9.6.1. If, whether through a change in circumstances or otherwise, we find that we have agreed to provide Services to you in circumstances which give, or could give, rise to a conflict of interest we will discuss with you how to deal with the conflict and may be obliged to stop providing Services to you and/or to all other clients affected by the Conflict of Interest.

## 10. CONFIDENTIALITY

### 10.1. Our Duty of Confidentiality

- 10.1.1. We will treat any information related to your affairs as strictly confidential save as to when disclosure is required or permitted by law or you consent to any such disclosure.
- 10.1.2. We shall be under no duty to disclose to you (or take into account in the course of providing the Services) any information acquired by us in acting for any other client

### 10.2. Your Duty of Confidentiality

- 10.2.1. Our advice and other communications with you are confidential and may not, without our consent, be disclosed by you to any third party (other than to your employees and agents who require access and who do not disclose it further) or otherwise made public except as required by law or other regulatory authority to which you are subject.
- 10.2.2. If, as a result of our acting for you, you acquire any information in respect of which we notify you that we owe a duty of confidentiality to a third party you will keep it confidential and not use it without our consent.

## 11. CUSTODY, RETENTION AND TRANSFER OF DOCUMENTS

- 11.1. We will, at your request, either during the provision or after completion of any Services, release your file to you minus any documents of ours (such as documents which we create or receive for our benefit (including copies of our letters to you, your letters to us, notes of telephone conversations and meetings with you for which we have not charged you, and our preliminary drafts, research materials and internal notes which we have chosen to retain, provided that we are not at the time exercising our right to retain documents pending payment of outstanding fees and expenses or are prevented by any court order, undertaking or other legal constraint from doing so. We may copy all of your file before releasing it, including making electronic copies.
- 11.2. We charge a fee for storage and this fee will be made clear to you before it is incurred.
- 11.3. We may agree to store title deeds and other especially valuable documents in safe custody for you if you require and, if we do, we will not, without your consent, destroy any such documents.



11.4. We do not accept responsibility for the loss or damage of any item which we hold on your behalf unless we expressly agree in writing to the contrary.

11.5. We will keep our file of your papers including emails and any hard copies thereof, in accordance with our data retention policy, except those that you ask to be returned to you. Our data retention policy is available to view upon request. We will not destroy documents you ask us to deposit in safe custody. 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 as well as reading correspondence or other work necessary to comply with your instructions in relation to the retrieved papers.

## **12. INTELLECTUAL PROPERTY RIGHTS**

### **12.1. Copyright**

12.1.1. We retain copyright and all other intellectual property rights in all documents and other works we develop or generate for you in providing the Services (including know-how and working materials as well as final documents). We now grant you a non-exclusive, non-transferable, non-sublicensable licence to use such documents or other works solely for the Matter to which the Services of developing or generating them relate and not otherwise. If you do not pay us in full for our Services in relation to that Matter we may, on giving you notice, revoke that licence and only re-grant it to you once full payment has been made.

### **12.2. Opinions from Barristers and other Third Parties**

12.2.1. We may retain, for our subsequent use, a copy of the advice or opinion of any barrister or other third party given in written form (or any note of any advice or opinion) obtained in the course of providing the Services. Any barrister or other third party will be instructed on the basis that any such advice or opinion will be so retained.

12.2.2. If we retain a copy of any advice or opinion in this manner, we will take all reasonable steps to conceal information (such as names, addresses or descriptions) which might reasonably enable you to be identified.

## **13. JOINT INSTRUCTIONS**

13.1. Where we agree to work on a Matter for more than one client jointly, the rights and obligations of the joint clients to us in relation to the Services will be several (save for obligations to pay money to us, which will be joint and several as detailed above).

13.2. Each joint client irrevocably permits us to disclose to any other of the joint clients at any time any information which we would otherwise be prohibited from so disclosing by virtue of our duty of confidentiality. If any joint client ends this permission during the provision of the relevant Services, or if a conflict of interest otherwise arises between joint clients, we may suspend or terminate the provision of Services related to that Matter to one or more of the joint clients.

13.3. If a joint client asks us to transfer documents from our file to them, we will retain our file and will supply copies of the file to each joint client, making the original documents available at our offices for inspection by each joint client on reasonable prior written notice. This does not apply to original documents which were delivered to us by one of the joint clients, we will deliver these documents to the joint client who delivered them to us.

## **14. FORCE MAJEURE**

14.1. Neither You nor We shall be liable for any failure to perform, or delay in performing, any obligations (other than payment and indemnity obligations) if and to the extent that the failure or delay is caused by Force Majeure and the time for performance of the obligation, the performance of which is affected by Force Majeure, shall be extended accordingly.

## **15. LIABILITY**

### **15.1. Duty of Care**

15.1.1. We will use reasonable skill and care in the provision of the Services. Where we make an



assessment

for you, either expressly or by implication, of the likely level of risk associated with different potential courses of action, you accept that such assessment is made relying only upon the information and documents then available to us and cannot, therefore, be definitive.

- 15.1.2. Accordingly, such an assessment should only be used as one element in the making of any practical or commercial decision. You accept that the magnitude or acceptability of a risk is a matter for you.
- 15.1.3. The aggregate liability of the Firm and of all Directors, consultants to and employees and agents of the Firm and any service company owned or controlled by or on behalf of any of the Firm or the Directors delivering SRA authorised and regulated activities in any circumstances whatsoever, whether in contract, tort, under statute or otherwise, and howsoever caused (including but not limited to our negligence or non-performance), for loss or damage arising from or in connection with the legal services provided shall, in relation to each Matter, be limited to the sum, unless otherwise agreed, of Three million pounds (£3,000,000.00) including costs.
- 15.1.4. Where any loss is suffered by you for which the Firm and any other person are jointly and severally liable to you, the loss recoverable by you from the Firm is limited so as to be in proportion to the firm's relative contribution to the overall fault of (a) the Firm, (b) you and (c) any other person, in respect of the loss in question.
- 15.1.5. Nothing in this agreement exempts us from liability arising from our fraud or reckless disregard of our professional obligations; or from our negligence resulting in death or personal injury; or where, in the case of a contentious business agreement, law or regulation prohibits the exclusion of such liability.

## 15.2. Third Parties

15.2.1. The Services are provided to and for the benefit of you as our client and you alone. No other person may use or rely upon the Services nor derive any rights or benefits from them. The provisions of the Contracts (Rights of Third Parties) Act 1999 are to that extent excluded.

15.2.2. The Firm alone will provide the Services and you agree that you will not bring any claim whether in contract, tort, under statute or otherwise against any Partner, or any consultant to, or employee or agent of the Firm or any service company owned or controlled by or on behalf of any of the Directors and those Directors, consultants, employees and agents shall be entitled to rely on the terms of this agreement insofar as they limit their liability.

## 15.3. Drafts

15.3.1. Where we provide draft or provisional advice or other materials, that advice or those materials are not to be relied upon as constituting our final view.

## 15.4. Current Law

15.4.1. The Services are provided in accordance with professional practice requirements and the proper interpretation of the law, as each exists on the date on which the relevant Service is provided. If there is any change in such requirements or the law, or their interpretation, after the relevant Matter has been concluded (or before that time but which could not reasonably be known by us at that time), we have no responsibility to notify you of, or of the consequences of, the change.

## 15.5. Communication

15.5.1. We shall communicate with you at the postal and email addresses and the telephone and fax numbers which you publish unless you ask us to use other addresses and numbers. You will notify us if you regard any communications from us as particularly





confidential

and the means by which you require us to make such communications and we shall have no liability to you arising out of your failure so to notify us.

- 15.5.2. Subject to any notification you may make to us under the previous paragraph, we shall not be required to encrypt, password-protect or digitally sign any email, or attachment, sent by us. We shall not be responsible for any loss or damage arising from the unauthorised interception, re-direction, copying or reading of e-mails, including any attachments. We shall not be responsible for the effect on any hardware or software (or any loss or damage arising from any such effect) of any e-mails or attachment which may be transmitted by us (save to the extent caused by our negligence or wilful default).

#### 15.6. **Deadlines**

- 15.6.1. We will try to meet any deadline we agree with you for the performance of any Services but, unless we agree otherwise in writing in relation to any time, date or period for delivery or performance by us, time shall not be of the essence.

### 16. **TERMINATION**

#### 16.1. **Completion of Services**

- 16.1.1. An agreement between you and us for the provision of defined Services ends on the completion of the provision of those Services. An open-ended agreement for the provision of Services ends three (3) months after the last date on which we provided Services to you. Unless new or different terms are agreed, our acceptance of instructions to perform Services for you subsequent to the ending of any agreement gives rise, from the time of acceptance of the instructions, to a new agreement on these terms. If we provide you free of charge with any seminar, information, or other document after the ending of an agreement,

Gables House  
62 Kenilworth Road  
Leamington Spa  
Warwickshire CV32 6JX

such

provision does not give rise to a new agreement.

#### 16.2. **Early Termination**

- 16.2.1. You or we may terminate the provision of all or any of the relevant Services at any time by giving written notice to us. We may also decide at any time to terminate the provision of all or part of the relevant Services by giving written notice to you. We will not do this without good and substantial reason.

#### 16.3. **Rights on Early Termination**

- 16.3.1. On early termination, by either you or us, you will remain liable to pay all fees and expenses incurred before termination and due under our contract or due on the basis of the time spent at our usual hourly rates, whichever is the less, together with any further fees and expenses for work necessary to transfer our files to another adviser of your choice. All our rights set out in these terms shall continue to apply even if we terminate the agreement.

### 17. **GENERAL**

#### 17.1. **Money Laundering Regulations / The Proceeds of Crime Act 2002**

- 17.2. To comply with anti-money laundering and counterterrorist financing requirements, we are likely to ask you for proof of your identity and may conduct searches or enquiries for this purpose. We may also be required to identify and verify the identity of other persons such as directors or beneficial owners. If you or they do not provide us with the required information promptly, your matter may be delayed.

- 17.3. We may make checks using online electronic verification systems or other databases as we may decide in order to comply with our obligations under anti-money laundering and counterterrorist financing regulations.

- 17.4. We will only process any documentation or personal data received from you in respect of client due diligence for the purposes of preventing money laundering and terrorist financing unless (a) use of



that data is

permitted by or under any enactment or (b) you give your express consent for the documentation or personal data to be used for other forms of processing.

documents from the above lists (2 from list A and 1 from list B) then please contact a member of our team who would be happy to help.

17.5. Individual:

- 17.5.1. If you are an individual and a new client or an existing client who has not recently supplied information, you are requested to supply both of the following; **two items from List A and one item from List B** (please note if you send your ID to us via post, we will require the originals or copies duly certified by a solicitor, an accountant (with IFA number) or a Bank Manager (Royal Mail certified documents will also be accepted)).

**LIST A (Proof of Identity - photographic):**

- Current fully signed Passport
- Current full UK Photocard Driving Licence.

**LIST B (Proof of Identity & Address):**

- Paper driving licence
- National Insurance Card and recent P60
- Recent Tax Coding Notice
- Current Bank statement
- Current Credit/Debit card statement
- Recent Mortgage statement
- Recent Council tax bill
- Recent Utility bill (electricity, gas, water or telephone services)
- State Pension
- Firearms/Shotgun Certificate
- National ID card (EU only) or international passport.

- 17.5.2. Please note that the above list is not exhaustive, if you do not have or cannot

17.6. Body Corporate:

- 17.6.1. If you are a new or existing body corporate client not listed on a regulated market who has not previously supplied information, we will require the following:

- Company / organisation full name;
- Company or other registration number;
- Registered address and, if different, principal place of business address;
- Articles of association or other governing documents;
- Names of the Board of Directors or members of your management body and its senior management;
- One item from List A and 1 item from List B above for an officer of the corporate body
- Written confirmation from the corporate body that the instructing individual is authorised to act on its behalf.

- 17.6.2. We will carry out electronic AML searches on all new clients/companies the cost of this search and any related administrative fee will be set out in the client care information.

- 17.6.3. Under the provisions of the Proceeds of Crime Act 2002 ("POCA"), we may be required to make a report to the relevant authorities if at any time we become aware of or suspect (whether from you or any other person) the existence of the proceeds of crime in relation to any Services on which we are engaged. Our obligation to make such a report will, in certain circumstances, override our duty of solicitor/client confidentiality and we may not be permitted to inform you whether or not we have made, or might intend to make, such a report.



- 17.6.4. We may terminate the provision of any Services to you or be instructed to do so by the relevant authorities, if you fail to comply with your obligation to provide evidence of identity or we suspect that you or any other party connected with you or with the Matter is involved in activities proscribed by POCA.
- 17.6.5. The anti-money laundering guidance which UK banks and other finance services firms must adhere to is issued by the Joint Money Laundering Steering Group ("JMLSG"). The JMLSG considers all clients with funds deposited in a law firm's pooled client account to be beneficial owners of that account. The JMLSG does not require banks to routinely identify the beneficial owners of law firm's pooled accounts, as they do with most other accounts they issue. Pooled client accounts are granted this exemption on the proviso that this information is available upon request. In the event of Our bank requesting information about the beneficial owners of Our pooled client account, you agree to Us disclosing Your details to them.
- 17.6.6. The firm does not tolerate tax evasion, or the facilitation thereof in any circumstances, whether committed by or facilitated by a client, personnel, or associated persons/companies.

#### 17.7. Severability

- 17.7.1. Each of these terms shall be severable and distinct from the others and if any term is held to be illegal, invalid or unenforceable, in whole or in part, the remaining terms shall not be affected.

#### 17.8. Equal Treatment / Equality and Diversity

- 17.8.1. We are committed to promoting equality and diversity in all of our dealings with clients, third parties and employees. We have a written equality, diversity and inclusion policy to ensure that discrimination and harassment are prevented, and that equality, diversity and inclusion are promoted.

- 17.8.2. We will not discriminate in the way we provide our Services to you or in the way we instruct third parties.

#### 17.9. Financial Services and Insurance Mediation

- 17.9.1. We are not authorised by the Financial Conduct Authority and if during the course of your matter, you need advice on investments, we may have to refer you to someone who is so authorised. However, as we are regulated by the Solicitors Regulation Authority, we may be able to provide certain limited investment services where these are closely linked to the legal work we are doing for you. The scope of our contract with you, however, does not and will not include giving you advice on the merits of entering into particular investments.

- 17.9.2. We are also 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 [www.fca.org.uk/firms/financial-services-register](http://www.fca.org.uk/firms/financial-services-register)

- 17.9.3. If you have any problem in respect of such services, please let us know. We will try to resolve any problem quickly. If for any reason we are unable to resolve the problem between us, the SRA provides a complaint and redress scheme. We do not manufacture insurance products and are not an insurance company.

#### 18. COMPLAINTS PROCEDURE

- 18.1. We hope you will have no complaint. To underline how seriously we take complaints, we have a set Complaints Procedure which can be summarised as follows (a copy of our full complaints procedure is available on request):



- 18.1.1. If you have any complaint or observation (good or bad) about our service, please say so.
- 18.1.2. Raise any complaint first with the Fee Earner assigned to your matter, including any complaint about your bill.
- 18.1.3. If this still does not resolve it satisfactorily, contact Anthony Mbanefo the Partner nominated by the practice to ensure prompt and thorough investigation of any complaint.
- 18.1.4. If still unresolved at the conclusion of our complaints process, you may take your complaint to the Legal Ombudsman. Normally, you will have to bring your complaint to the Legal Ombudsman within 6 months of receiving a final response from us about your complaint and 1 year from the date of the act or omission giving rise to the complaint or the date you realised there were grounds for complaint.
- 18.1.5. Contact details: The address of the Legal Ombudsman is: PO Box 6167, Slough SL1 0EH; telephone, 0300 555 0333; or view their website at [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk), email enquiries may be sent to: [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk)
- 18.1.6. A complainant to the Legal Ombudsman must be one of the following:
- An individual;
  - A micro-enterprise as defined in European Recommendation 2003/361/EC of 6 May 2003 (broadly, an enterprise with fewer than 10 staff and a turnover or balance sheet value not exceeding €2 million);
  - A charity with an annual income less than £1 million;
  - A club, association or society with an annual income less than £1 million;
  - A trustee of a trust with a net asset value less than £1 million; or a personal
- 18.1.7. If you do not fall into any of these categories, you should be aware that you can only obtain redress by using our Complaints Handling Procedure or by mediation or arbitration, or by taking action through the Courts.
- 18.1.8. The Solicitors Regulation Authority can help you if you are concerned about our behaviour. This could be for things like dishonesty, taking or losing your money or treating you unfairly because of your age, disability, or another characteristic.
- 18.1.9. You may also have the right to object to your bill by applying to the Court for an assessment of the bill under Part III of the Solicitors' Act 1974. Please be aware that the Legal Ombudsman may not consider a complaint about a bill if you have applied to court for an assessment of it.

## 19. LAW AND JURISDICTION

- 19.1. The terms on which we provide Services to you are governed by, and shall be construed in accordance with, English law. You and we each agree to submit to the exclusive jurisdiction of the English courts, provided that we may in our sole and unfettered discretion commence proceedings against you in any other Court.

## 20. QUALITY STANDARDS

- 20.1. Due to our own internal quality standards, we are subject to periodic checks by outside assessors. This could mean that your file may be selected for checking/auditing. We have a legitimate interest in acting in this way and take every possible precaution to protect your personal information. All inspections are, conducted in confidence and all external firms and organisations working with Us are required to maintain confidentiality in relation to any files and papers that are audited/checked by them. Your files(s) may also be reviewed in a due diligence exercise relating to the sale or transfer of



all or part of Our business, the acquisition of another business or the acquisition of a new business. Again, we have a legitimate interest in acting in this way and take every possible precaution to protect your personal information. Please contact us if you would like us to explain this further.

## **21. DISCLAIMERS**

### **21.1. Tax**

- 21.1.1. We are not qualified to advise you on the tax implications of transactions you instruct us to carry out, or the likelihood of them arising. You should satisfy yourself that you understand your position as to tax, including, but not limited to, Stamp Duty Land Tax and Capital Gains tax. CTT Law Ltd will not accept liability for any failure to comply with HMRC requirements and / or deadlines.

### **21.2. Property transactions**

- 21.2.1. We will not advise you on the planning implications of your proposed purchase, unless specifically requested to do so by you, otherwise than by reporting to you on any relevant information provided by the results of the "local search".
- 21.2.2. It is not our responsibility to carry out a physical inspection of the property nor advise on the valuation of the property nor the suitability of your mortgage nor any other financial arrangements. We shall not advise generally on environmental liabilities where we shall assume, unless you tell us to the contrary, that you are making your own arrangements for any appropriate environmental survey or investigations.
- 21.2.3. We may, however, need to obtain on behalf of your lender, at your expense, an environmental search. However, we will not advise you about any issues relating to the possible contamination of any land which may be relevant to your purchase. We have to tell you that we are not qualified to advise on the results of any search made in that respect and would only be able to report to

results of such a search. This is particularly significant in respect of the potential liabilities that may arise at some future point in time as a result of land contamination or flood risk that are having increasing significance. If you have any doubts, please discuss your concerns with us.

## **22. DATA PROTECTION**

- 22.1. We respect your privacy, and we are committed to protecting your personal data. In the course of acting for you, we may receive information relating to you. Further information on how we process your personal data is available in our Privacy Policy, a copy of which can be viewed on our website at any time.

## **23. REGULATIONS AFFECTING YOUR CANCELLATION RIGHTS**

### **23.1. The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013:**

- 23.1.1. If you are an individual and you are instructing us for purposes which are wholly, or mainly, outside your trade, business, craft or profession, you will be considered a 'consumer' by law and will have certain statutory rights under consumer legislation. Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, you have a statutory right to cancel your instructions to us within 14 days (without giving a reason) if your instructions to us are as a result of a situation where we do not actually meet (i.e. through email and/or telephone contact) or an off-premises contract (i.e. at a meeting between us not held at our offices).
- 23.1.2. The cancellation period will expire after 14 calendar days from the day of the conclusion of the contract.
- 23.1.3. To exercise your right to cancel, you must inform us of your decision to cancel this contract by a clear statement e.g.: a letter sent by post or e mail to CTT Law Ltd at our



office address, or by e-mail to: [info@cttlawltd.co.uk](mailto:info@cttlawltd.co.uk). If you use this option, we will communicate to you an acknowledgement of receipt of such a cancellation on a durable medium (e.g: by e mail) without delay. To meet the cancellation deadline, you must send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

- 23.1.4. Where you have asked us to commence work within the 14-calendar day cancellation period and you later exercise your right to cancel, you will be liable for any costs, VAT and disbursements incurred up to the point of cancellation. If you exercise your right to cancel, subject to any costs you are liable for as set out above, we will reimburse any payment received on account from you without undue delay and within 14 days after the day in which you informed us of your decision to cancel.

## **24. INSURANCE**

- 24.1. We have a legal duty to tell you about our professional indemnity insurance. We have an obligation to carry such insurance and details of our Indemnity Insurance provider can be obtained upon request from our registered office.

## **25. FINANCIAL SERVICES COMPENSATION SCHEME**

- 25.1. In the event of a banking failure it is unlikely that the firm would be held liable for any losses of client account money.
- 25.2. We currently hold our client account funds in Barclays Bank. The £85,000 Financial Services Compensation Scheme (FSCS) limit will apply to each individual client so if you hold other personal monies yourself in the same bank as our client account, the limit remains £85,000 in total, so it may be advisable to check with your own bank as some banks now trade under different trading names.
- 25.3. However, the FSCS provide a £1 million protection limit for temporary high balances held with a bank, building society or credit union if it fails. Further

relating to what constitutes a temporary high balance and the rules relating to the protection can be found at [www.fscs.org.uk](http://www.fscs.org.uk).

In the event of a bank failure, you agree to us disclosing details to the FSCS.

## **26. CONSUMER PROTECTION REGULATIONS (CPR)**

- 26.1. The Consumer Protection from Unfair Trading Regulations (as amended) regulate transactions between traders and consumers and prohibit trading practices that amount to unfair commercial practices and misleading acts and omissions. Neither You, the client, or Us, your legal representative, may mislead a buyer or tenant either by providing incorrect or ambiguous information, or by omitting to provide material information about the property You are selling.
- 26.2. Certain information will be revealed through searches and other enquiries of public databases, surveys, and valuation reports. However, You must disclose to Us any known defects and other material adverse matters relating to the property known to You and failure to do so may mean that, in certain circumstances, the buyer or tenant would have rights of redress against You.
- 26.3. We encourage You to make all known disclosures as early in the transaction as possible to prevent delays.
- 26.4. If We become aware of any such existence of material information, and You decline to authorise disclosure to the buyer or tenant, then We would have to consider whether it was possible to continue to act for You as the CPR imposes a duty to act fairly towards You as Our client and also towards third parties, especially those that are unrepresented.

## **27. CRIMINAL FINANCES ACT 2017**

- 27.1. The firm is committed to promoting compliance with the requirements of the Criminal Finances Act 2017 within its practices as well as in those areas in which it has influence.
- 27.2. The firm does not tolerate tax evasion, or the facilitation thereof in any circumstances, whether





committed by or  
facilitated by a client, personnel, or associated  
persons/companies

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are to the Directors of the Limited Company. A list of Directors is available for inspection at our registered office.



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