TERMS OF BUSINESS

These **Terms of Business**, along with the **Privacy Notice** and matter-specific terms in the accompanying **Client Care Letter** (CCL), govern the services provided by **Richard George & Jenkins Limited** | CRN: 14500107 | Registered Address: Cross Chambers 9 High Street Newtown SY16 2NY | SRA Number: 80037 (referred to as "we," "us," or "our").

1. Our Services

We provide legal services across multiple areas of law. Full details are available at **www.rgj-legal.co.uk.** We are accredited under the Conveyancing Quality Scheme and hold accreditations in Family Law, Children Law, and Criminal Litigation. Legal Aid is available.

All advice and work are carried out by individuals on behalf of Richard George & Jenkins Limited, not in a personal capacity.

Our offices are open Monday to Friday, 9:00 am to 5:00 pm. Locations: Newtown (Head Office), Aberystwyth, Llanidloes, and Shrewsbury. Current addresses and opening times are on our website.

Communicating with you - Our default communication methods is email. If you prefer not to use electronic communication, please inform us. On request, we will provide all correspondence and documents, including any referenced or electronically linked materials, in paper format. You may also collect these from any of our offices.

Responsibility for work carried out - The fee earner responsible for your matter is named in the CCL. All work is supervised by a Solicitor, overall supervision is by a Director.

We will update you on progress, provide timescale estimates, review your matter regularly, advise on legal changes, and inform you of any risks or issues affecting the outcome.

You are responsible for giving clear, timely instructions, providing required documents promptly, and preserving all documents relevant to disclosure.

2. Charges and expenses

Details of our fees and charging method (e.g. fixed fee, hourly rate, conditional fee agreement, damages-based agreement, or legal aid) are set out in your CCL. For more about this visit **www.rgj-legal.co.uk/chargingmethods**. If your matter does not conclude, you remain liable for fees and disbursements incurred, or a proportion of any agreed fee, as specified in your CCL. If additional work becomes necessary, we will inform you and provide a cost estimate for approval, unless urgent action is required to protect your interests. VAT will be added to all charges at the applicable rate.

3. Your Primary Responsibility for Costs

You are ultimately responsible for paying our charges and all expenses incurred on your behalf in full.

Please be aware - If you are successful in court or reach a settlement, the other party may not be ordered to pay all of our fees. Even if an order is made, the other party may not comply. If they are legally aided, cost recovery is unlikely. You are responsible for any of our fees or expenses not recovered, and for any costs involved in enforcing any order. The court may order you to pay the other party's legal costs, in addition to our fees and expenses. Legal expenses insurance may be available to cover your costs or those of another party. We will advise if this is relevant.

4. Disbursements

You are responsible for all expenses and disbursements incurred on your behalf. Likely disbursements will be detailed in your Client Care Letter (CCL). We will seek your approval for significant disbursements (e.g. court fees), but will not seek approval for disbursements under £20. Where VAT applies, it will be charged at the prevailing rate. In some cases, VAT may be charged even if we did not pay VAT, depending on whether we are acting as principal.

5. Reliance on Third-Party Search Information

We will order appropriate searches and advise you on the results. However, we rely on the accuracy of information provided by third-party search providers. We are not liable for errors or omissions in the search reports, which are the responsibility of the issuing authority or search company. Our responsibility is limited to ordering the correct searches and interpreting the results.

6. AML and Onboarding

To comply with anti-money laundering regulations, we must verify the identity of all clients and, where relevant, beneficial owners. Details of the onboarding and verification process, including use of InfoTrack's secure service and required documents, are provided in your CCL. **Please be aware** - We are legally required to report any suspicions of money laundering or terrorist financing to the National Crime Agency. If a report is made, we may be prohibited from informing you and may need to suspend work on your matter without explanation.

7. Monies you send to us

Cyber Security and Fraud Warning: Exercise caution regarding cyber security and potential fraud, especially with bank account details. Criminals may intercept emails and alter bank details to redirect payments. We will never notify you of changes to our bank account details by email. Always verify bank details independently by contacting us directly through a trusted method before making any payment. We accept no liability for losses or damages resulting from payments made to incorrect bank accounts where verification was not obtained.

Money on account: We may request payments on account before starting work or to cover anticipated disbursements. Payments on account will be deducted from your invoices.

You may send funds to us by **electronic transfer** (details will be provided) or **by card payment**, which may take up to 5 working days to clear. We reserve the right to wait until funds have cleared before proceeding. We do not accept more than £1,000 in **cash** within any 28-day period. If you attempt to deposit cash directly into our bank account, we reserve the right to charge for any additional verification checks required.

Protecting your money: Funds received from or on your behalf will be held in a designated client account at an authorised bank, separate from the firm's business accounts. This complies with the SRA Accounts Rules on client money handling and protection. We take all reasonable steps to secure client funds. The firm is not liable for losses caused by a bank's failure. The Financial Services Compensation Scheme may provide protection up to its current limits.

8. Payments we make to you

Electronic Bank Transfer: All funds transferred to you will be via BACS or CHAPS. You must verify payment details beforehand; we accept no responsibility for errors caused by incorrect details provided by you. Unless otherwise agreed or required by law, funds due to you will be paid directly to you. We do not make payments to third parties without specific instructions and verification.

Interest on monies held in our Client Account: We will credit your ledger with interest on funds held for more than 30 days, at a simple rate of 0.75%, provided the interest exceeds £100 at matter completion.

9. Invoices

We will send you invoices for our charges and expenses either on a regular basis or upon completion of the matter, depending on the type of matter we are undertaking for you. Please settle the invoice within 30 days of its date. If an invoice is not settled, we reserve the right to charge interest at 8% per annum, calculated on a daily basis, starting 30 days after the invoice date. In addition, we reserve the right to charge an administration fee of £50 plus VAT for any work required to pursue payment of this debt. You may also become liable for court fees if proceedings are issued. If you have any difficulty settling your invoice or any concerns regarding the invoice itself, please contact us promptly to discuss the matter.

10. Complaints and Issues with invoices

A full copy of our Complaints Policy is available on our website **www.rgj-legal.co.uk/complaints** or on request, free of charge. You also have the right to complain about any invoice under our complaints procedure. You may also have the right to have our charges reviewed by the court ("taxation") under the Solicitors Act 1974 (sections 70-72).

11. Confidentiality

The Firm must keep your affairs confidential unless disclosure is required by law or you consent. If you instruct us jointly, confidentiality does not apply between joint clients, and information will be shared. When acting for a lender in conveyancing, we must fully disclose all relevant information to them. We may also share your personal data with third parties to fulfil our contract or legal obligations.

12. Third-Party Reliance:

The firm is not liable for the advice, services, or performance of any third parties you engage directly, even if we recommended or introduced them. You are responsible for conducting your own due diligence and entering into separate agreements with these third parties.

13. Terminating the retainer

You may end your instructions to us in writing at any time; however, we may retain your papers and documents until any outstanding fees and expenses are paid. We will only stop acting for you for good reason and will provide reasonable notice. If either party decides to end our work, you will be responsible for paying our charges up to that point, calculated hourly plus expenses or as a proportion of the agreed fee.

14. General Provisions

GDPR & Data Storage - see Privacy Notice enclosed.

Limitation of Liability - Our liability is limited to £3,000,000 under our professional indemnity insurance, provided by Hera Indemnity Brokers (Policy No. LPI301449006). Further details are available on request.

Referrals / Fee sharing - We may receive work from or refer clients to third parties and enter agreements to introduce clients. A referral involves introducing clients to another party. A fee-sharing arrangement involves sharing fees between the Firm and a third party. We only enter such arrangements if our professional independence is maintained and your interests are protected. We will notify you of any such agreements at the start of your matter.

Force Majeure - We are not liable for any delay or failure to meet our obligations due to circumstances beyond our reasonable control. This includes, but is not limited to, natural disasters, war, terrorism, civil unrest, strikes, epidemics, government actions, major power outages, or significant telecommunications failures. We will take reasonable steps to minimise any impact and resume work as soon as possible.

Equality and Diversity - Our Equality and Diversity Policy is available at **www.rgj-legal.co.uk/equalityanddiversity**

I acknowledge receipt of and agree to these Terms of Business. Signed:	**I acknowledge receipt of and agree to these Terms of Business.** Signed: