



Terms of Business

2026



Last updated: February 2026

TERMS OF BUSINESS

Our terms of business are set out below. Please read them carefully, and ask us if there is anything in them which you do not understand. Your continuing instructions will amount to your acceptance of these terms and conditions of business. Unless otherwise agreed, these terms of business apply to any future instructions you give us. We reserve the right to update these terms from time to time and we will notify you if we do so.

The Firm's status

Forsters is a limited liability partnership established under English law registered with No. OC306185. The firm's registered office and principal place of business is 22 Baker Street, London W1U 3BW. Forsters LLP is authorised and regulated by the SRA. Our SRA identification number is 400249. We are required to act in accordance with the SRA Standards and Regulations which can be found at <https://www.sra.org.uk/solicitors/standards-regulations/>.

References in these terms of business or in any Engagement Document to a "partner" means a member of Forsters LLP, or an employee or consultant who is a lawyer with equivalent standing and qualifications. A list of members is available for inspection at the registered office.

The services to be provided

1. Scope of work

- 1.1 The scope of our work will be as set out in the relevant engagement letter sent to you by us or as we may otherwise have agreed with you in writing ("**Engagement Document**").
- 1.2 We will advise on the relevant law and legal procedures applicable in England and Wales and cannot advise on foreign law.
- 1.3 Unless we expressly agree otherwise in writing, or provide such advice, our responsibilities do not include:
 - tax advice or tax implications of any kind
 - monitoring or reminding you of warranty periods or other notice or limitation periods or dates
 - verifying the identities or substance of other parties to transactions
 - advising you as to the commercial implications of any matter or transaction with which you are involved
 - any liability for the selection or payment or advice of experts or Counsel or any other third party

- advice or compliance in relation to registration, reporting or regulatory requirements (as they may be amended from time to time) including but not limited to US FATCA legislation, the Common Reporting Standard, the Economic Crime (Transparency and Enforcement) Act 2022, the Trust Registration Service, the National Security and Investment Act 2021 or any other registration, notification, reporting or regulatory obligations which are or may be applicable
- any changes in law and practice after a matter has ended
- any future or current regulatory obligations or filings or Companies House filings, including the maintenance and updating of Persons with Significant Control Registers.

2. Personnel

2.1 The individuals carrying out work on your behalf will include:

- partners
- consultants
- solicitors and lawyers (other than partners or consultants who may also be referred to as a director, senior solicitor, senior associate or associate)
- legal executives
- licensed conveyancers
- trainee solicitors
- solicitor apprentices
- paralegals or apprentice paralegals.

2.2 However, it is the firm of Forsters LLP as a whole ("the **Firm**"), rather than any specific individual, which is responsible for providing our services to you and no individual will bear any personal responsibility for any loss or claim, nor do they owe you any personal duty of care. We aim to avoid changing the individuals handling your work but if this cannot be avoided we will notify you as soon as possible.

2.3 Where we are acting for you as joint clients, we may accept instructions from any one of you and shall assume they are authorised on behalf of all others and we shall not be liable for acting on the instructions of any of the joint parties. We will also assume that all information received from one of you may be shared with the other. You should bear in mind that a request by one of you to keep any matter confidential from the other would likely make it impossible for us to perform our professional obligations to you both. Equally, should a situation arise where

your interests in this matter diverge, we may no longer be able to continue to act for any of you (depending on the circumstances and without the express consent of the others).

3. Your responsibilities

- 3.1 We rely on you to provide us promptly with clear, timely and accurate instructions and all the information we need to carry out your instructions and to let us know of any significant changes in your circumstances. You should also provide us with any relevant documents and respond to our requests for further information as fully and quickly as you can. You are also required to safeguard any documents that are likely to be required for disclosure in litigation matters (please refer to the separate disclosure note sent under the cover of the Engagement Document)
- 3.2 When acting for you in relation to transactional matters, it is your responsibility to ensure that where appropriate we receive the full amount required to complete your purchase in cleared funds no later than the day before the scheduled completion. We accept no liability for any loss or damage incurred as a result of banking difficulties or delays.

Charges, invoicing and payment

4. Charges

- 4.1 Our charges for professional services consist of our legal and other fees, reimbursable expenses (sometimes known as "disbursements") and (where applicable) Value Added Tax ("VAT") (see 4.8 to 4.10 for further information in relation to VAT).

Legal and other fees

- 4.2 Unless otherwise agreed in writing, our charges are based on hourly rates fixed by reference to seniority and experience. We record time in 6 minute units (the charged value of which is 10% of the applicable hourly rate). Our chargeable work will include drafting documents, advising, reporting, dealing with correspondence, telephone calls, preparing for and attending meetings and preparing notes of those meetings, drafting instructions to Counsel, reading papers, researching the law, discussing the matter internally, attending Court and travelling. Our charges may also, include charges for time spent on complying with our procedures for taking on new clients and/or new matters, including but not limited to ensuring compliance with the applicable anti-money laundering and counter-terrorist financing rules, undertaking any conflict searches we consider necessary and preparation of Engagement Documents. Our charges will also include time spent on preparing invoices and supporting documentation and preparing and updating costs estimates.

- 4.3 The applicable hourly rates will depend on the seniority and specialised knowledge of the individuals concerned and will be included in the Engagement Document or provided on request. Our hourly rates will be reviewed periodically and may be increased during the course of any particular instruction. If you do not accept the new rates after review, we reserve the right to cease acting for you.
- 4.4 Our hourly rates cover most of our overheads (including routine secretarial services, postage, and telephone calls within the UK). However, we may charge separately for certain support services, including but not limited to photocopying, printing, scanning, CD creation/copying, extranet/data site downloading/management and hosting services, provision of electronic signature facilities and international telephone calls. Unless otherwise agreed, these fees are charged at our standard rates from time to time, details of which are available on request.
- 4.5 For certain types of work, we may agree a fixed fee at the outset for the legal element of our charges. If any unforeseen additional work is required, or if you change your instructions to us, we will either provide a revised fixed fee or agree that any additional work will be charged at the hourly rate of the person(s) dealing with your matter. In either case, we will not undertake any further work until any changes to our original estimate have been agreed in writing. Where we are not able to agree a fixed fee, we will aim to provide you with the best information possible about likely costs.
- 4.6 An estimate, quotation or other indication of fees is not intended to be binding and will not amount to a fixed fee agreement or cap, unless otherwise agreed in writing.
- 4.7 If you wish, you may set an upper limit or budget on our unbilled fees for which you may be liable without further authority. We would not exceed such an agreed limit without first obtaining your consent.
- 4.8 Where we are instructed jointly by more than one individual, company or other entity, each of those persons or clients will be jointly and severally liable for our fees, disbursements and VAT, unless we agree otherwise in writing.

Disbursements

- 4.9 As well as our legal and other charges, you will be responsible for any disbursements or other expenses that we incur in acting for you. The expenses incurred will depend upon the type of work we are carrying out for you but may include Counsel's fees, experts' fees, Court/other tribunal fees, Land Registry fees, local authority and Companies House and other company registry search fees, legal database search fees, translation and transcription fees, contracted out reprographics services fees, courier charges, and the fees of e-document management providers. We will try to obtain your prior approval before incurring liability for substantial expenses but this may not always be practicable. We reserve the right to charge for

photocopying on a time-spent basis, at the applicable hourly rate. We may also seek money on account (see section 6 for further information).

VAT

- 4.10 If appropriate, we will add VAT to our charges and to certain disbursements at the applicable rate.
- 4.11 The Firm's VAT number is 125 4258 28.
- 4.12 If you are based outside the UK but within the EU, please provide us with your VAT registration number so that we can include it in our invoices.

5. Invoicing and payment of invoices

- 5.1 We will send our invoices as agreed in the Engagement Document. An invoice will be the only and final invoice for the charges and expenses incurred for the period and/or matter to which the invoice relates unless we advise you that it is not a final invoice for the relevant period and is instead a request for payment on account of costs.
- 5.2 We may deliver our invoices to you electronically. Please let us know if you have any particular requirements for the delivery of our invoices. If you at any time give us an email address for the purposes of communicating with you, then you are deemed to have indicated to us your willingness to accept delivery of bills by email to that address. You may at any time request that we do not send bills to you by email.
- 5.3 In relation to real estate transactions and some other transactions, we may send you an invoice after exchange of contracts and/or immediately before completion. If sufficient funds are available on completion and we have sent you an invoice we will deduct our charges from the funds unless it is agreed otherwise. If for any reason a transaction becomes "abortive" or does not proceed to completion, we will be entitled to charge you for work done and expenses incurred at the applicable hourly rate as set out in our Engagement Document.
- 5.4 Payment is due immediately upon receipt of any invoice and we have the right to charge interest on any invoice after 30 days. Interest will be charged on a daily basis at the rate applicable to judgment debts, until payment of all monies owed. If you have a query about the invoice you should immediately contact the partner handling the matter or the Firm's Head of Finance, who at the date of these terms is Aamir Shaheen.
- 5.5 If you wish a third party to be responsible for paying our invoices on your behalf, please inform us immediately of that party's name and contact details and provide any other information or identification and financial documents required by us. You will remain primarily responsible for paying our invoices and they will still be addressed to you, but we may mark them as payable by your nominated third party. If the third party fails to pay any invoices in accordance

with these terms of business, we will be entitled to seek payment of the invoice(s) directly from you.

- 5.6 If you are unhappy with any invoice you receive from us, please raise your complaint with the partner responsible for the matter. Please also see section 23 for further information in relation to complaints. Any final invoice (but not a request for a payment on account) may be the subject of an application for assessment by the court under section 70 of the Solicitors Act 1974. There are time limits for such an application, which run from the date on which the invoice is delivered. We will give you further information about this if you ask us to.
- 5.7 Unless they have been paid to us for a specific purpose (such as completion of a transaction), we may use any sums which we hold for you in client account to pay any final invoice or request for a payment on account which relates to work which we have done and/or disbursements and expenses incurred, regardless of whether those sums are held with reference to the matter to which the invoice or request relates or any other matter. That entitlement will survive termination of our engagement by you.
- 5.8 All payments due to us shall be made without withholding or deduction of, or in respect of, any tax, levy, impost, duty or other charge or fee of a similar nature ("**Tax**") unless required by law. If any such withholding or deduction is required, you shall pay to us such additional amount as will ensure that we receive the same total amount that we would have received if no such withholding or deduction had been required.

6. Payments on account and retainer payments

- 6.1 It is our standard practice to seek payments on account of our legal and other fees and/or disbursements before starting work and, if appropriate, at intervals during the course of the matter. This money will be paid into our client account, and will not be withdrawn until we deliver an invoice to you, or incur disbursements on your behalf, when it will be applied in settlement. A request for a payment on account of our fees does not constitute an estimate, quotation or other indication of likely fees. Note that if we request payments on account and these are not made by the dates required, we shall not be able to continue to act on your behalf.
- 6.2 We may also seek a retainer at the outset of a matter. This is an amount which is held on client account during the life of a matter and is set against our final invoice or repaid on the conclusion of the matter.

7. Recovery of costs and funding

- 7.1 At the conclusion of litigation, the question of who pays the legal costs involved is usually at the discretion of the relevant Court or other tribunal. If you are successful you will normally achieve a costs order in your favour and be able to recover a significant proportion of your

costs from your opponent (note this will not be all of your costs because litigation costs are subject to assessment by the Senior Courts Costs Office). However, it is also possible that your opponent will not be ordered to pay your costs or may not be capable of paying the full amount of your costs. If your opponent is legally aided you may not be able to recover costs, even if you are successful.

- 7.2 You will remain liable to pay our charges in full in accordance with these terms even though a Court or other tribunal may order or has ordered that they should be recoverable from a third party.
- 7.3 In the event of unsuccessful litigation, you should be aware that you will be responsible not only for your own costs but, in all probability, for a significant proportion of those of your opponent.
- 7.4 Further information about the treatment of costs will be provided in the Engagement Document if appropriate.

Non-contentious work

- 7.5 In some non-contentious matters (primarily in property transactions) you may be liable for the payment of the costs of a third party. We will, where appropriate, obtain a fixed figure for or agree a cap in relation to a third party's costs. VAT may be payable in respect of these third party costs.
- 7.6 We may be instructed on a transaction by the shareholders or directors of a company which has been or will be incorporated or acquired for the purposes of that transaction. If the transaction does not proceed, we shall be entitled to look to the shareholders or directors concerned for our charges.
- 7.7 You should also consider whether your liability for costs (both ours and those of another party) may be covered by another person or body, for example an employer or a trade union.

Legal expenses insurance

- 7.8 In addition to policies specifically designed to provide this cover, some household insurance policies and motor insurance policies provide limited cover for legal expenses. You should check your insurance policy and inform us immediately if you believe that you may be covered. It is vital that you notify your insurers promptly and before work is commenced by the Firm if you believe that you will be making a claim, although you should note that not all of our fees may be covered by your insurer.
- 7.9 If insurance cover exists, you will be primarily liable to us for our charges, although we will provide reasonable assistance to you in obtaining reimbursement from your insurers.

- 7.10 You should also consider whether your liability for another party's costs may be covered by insurance.
- 7.11 There may be circumstances where it is possible, depending on the nature and value of the dispute, to obtain third party funding for litigation (either in whole or in part) and also to obtain ATE litigation costs insurance. Please ask us to explain these options in further detail if this is of interest.

Management and protection of information

8. Cyber risk

- 8.1 Cybercrime and email related fraud are on the increase. To protect you, your money and our business, the following security measures apply to the transfer of funds to or from the Firm.
- 8.2 We will only provide you with our bank account details in a branded PDF document which will be sent by mail or as an attachment to email correspondence.
- 8.3 If you receive any communication purporting to come from us which changes those account details please do not rely on this and let us know by telephone immediately.
- 8.4 Prior to transferring funds to our account, we ask that you contact us to verify our account details. Please speak to your normal contact(s) here or, failing that, to someone in our Finance team.
- 8.5 If you are a new client to the Firm or your payment details or instructions have changed, we will contact you via telephone to verify your bank account details prior to sending funds to you.
- 8.6 If you are a long-standing client of the Firm to whom we have previously transferred funds, and your bank account details have not changed, we will rely on our previous transactions rather than contact you via telephone for verification unless circumstances exist which increase the level of risk or we otherwise consider it appropriate to do so.
- 8.7 Verification may cause minor delays to processing payments, but we believe it is necessary to help us protect you and your money from fraud.
- 8.8 We will only send you business-related emails from the @forsters.co.uk domain address. We may, from time to time, send you updates and marketing information from a @forstersllp.com domain address. Our website will only be www.forsters.co.uk. If you receive an email from an email address which does not match the above or are directed to a website that does not match the above URL please contact us immediately. Please beware of emails, purporting to be from the Firm, where there is an unexplained change in the language, poor spelling or incorrect grammar.

- 8.9 We accept no liability for any loss occasioned by the use of email.
- 8.10 The Firm can provide secure methods for exchanging large files. However, if you request that we access documents from or upload documents to your account on a file sharing or cloud website, you acknowledge and accept that such service may not be secure and that you bear all risks and responsibilities arising from the use of that service.
- 8.11 The Firm uses cloud storage for storing data including client files and other confidential information. We use Netdocs and Microsoft applications. If you do not want your file or data to be stored on the cloud, please notify us in writing as soon as possible but note that we may not be able to comply with any such request and so may not be able to continue acting for you.

9. **Data protection**

- 9.1 During the course of undertaking work on your behalf and for as long as is necessary at the end of that matter in accordance with section 10.1, we will need to keep information about you, some of which may be considered sensitive. This information will be processed and kept securely in accordance with prevailing data protection legislation, your instructions to us and our duty of confidentiality. We may also hold copies of your personal data on computer servers hosted by third parties outside the UK in other jurisdictions where we operate. Where required, we ensure that appropriate safeguards are in place in respect of any transfer of personal data outside of a particular jurisdiction, which may include the agreement of "standard contractual clauses" with the relevant data importer.
- 9.2 We will use the information you provide primarily for the provision of legal services to you and for the following related purposes:
- to comply with legal and regulatory requirements
 - to update and enhance client records
 - for internal analysis and research
 - to send you information by email or post publications, event invitations and marketing communications about our legal services that we think might be of interest to you
 - to help detect, prevent or deal with crime.
- 9.3 Further information about our data processing activities is available on our website. [Policies and notices hub - Forsters LLP | Leading London law firm.](#)
- 9.4 You may object to any of these processing activities by emailing complaints@forsters.co.uk or your primary contact, although please note that such objection may prevent us from carrying out your instructions.

10. **File storage**

- 10.1 We will keep a file relating to your instructions in either hard copy or electronic format or both. After completing your work, we are entitled to keep the file while there is money owing to us for our charges. With the exception of any original documentation which you have asked to be returned to you, we will normally keep the file for no longer than 15 years. We keep the file on the understanding that we have your authority to destroy it 15 years following the end of our client relationship. We will not destroy wills, deeds or other documents you ask us to keep here in safe custody but we may return these to you. We reserve the right to charge you for storage if we retain files and documents on your behalf.
- 10.2 If we retrieve files or documents from storage to act for you in a new or continuing matter, we will not normally charge for the retrieval. We will, however, make a charge (based on time spent) for producing stored files or documents to you or another at your request, or at the request of other authorised third parties or law enforcement agencies. Unless otherwise agreed with you in writing, these charges will be at our hourly rates applicable at that time. This will include any disbursements, incidental reading, correspondence or other work. Save to the extent that the contents belong to us, we will return files to you or to any other solicitors named by you, provided you have paid any relevant invoices in full.

11. **Client confidentiality and legal professional privilege**

- 11.1 Our advice to and communication with you is confidential and may be protected by legal professional privilege in this jurisdiction (unless shared with others for whom the Firm does not act) once formally engaged. At any time in the future we may, however, be under a duty to disclose certain facts or information to third parties and to cooperate with any official investigations or enquiries relating wholly or in part to any work we have done for you. Legal professional privilege may be lost in these circumstances. We will endeavour, where possible and unless prevented by law, to notify you of any such event and to take all reasonable steps to protect your interests.
- 11.2 We will be entitled to recover our costs and expenses in complying with such enquiries, including charging for our time at our current standard hourly rates.
- 11.3 When acting for you as a purchaser of property and also acting for your lender, we have a duty to reveal to your lender all relevant facts known to us about the purchase, the mortgage, the property and the terms of the transaction. That includes any differences between the mortgage application and information we receive during the transaction and any cash back payments or discount schemes that a seller is giving you.
- 11.4 The firm may become subject to periodic auditor quality checks by external firms, companies or organisations, for the purpose of assessing the firm's compliance with its regulatory obligations and to obtain/maintain specialist accreditations which improve our practice. This

could mean that your file is selected for checking. It is a specific requirement imposed by us that these external firms, companies or organisations fully maintain confidentiality in relation to any files and papers which are audited/quality checked by them. If you do not wish your file to be used in either of the ways outlined above, please notify us in writing.

11.5 From time to time we may instruct third parties to carry out services on our behalf including expert advice or consultancy, legal and accountancy services, photocopying, scanning and other similar work on our files. Any such provider we engage will be required to sign a confidentiality agreement. If you do not want your file to be used in this way, please notify us in writing.

12. **Use of Artificial Intelligence**

We may use carefully selected artificial intelligence (AI) tools to support the delivery of legal services, for example in document review, research, or drafting. Any output from these tools is always checked and approved by our lawyers, and we remain fully responsible for the accuracy and quality of all advice provided to you. AI tools are used in compliance with strict data protection and security standards, and we do not share client-identifiable or sensitive information with third-party systems unless appropriate safeguards are in place. Unless otherwise agreed, the firm retains ownership of any AI-assisted outputs. By engaging our services, you consent to the use of AI tools as described above. If you prefer that AI not be used in your matter, please notify us in writing.

13. **Third parties**

13.1 We will use all reasonable care in recommending or arranging the engagement of third party advisers if we are required to do so, but we do not accept any responsibility for the advice, opinions or fees of those or of any other third party experts, consultants or advisers. In any event we will only accept liability to you for that proportion of any loss or damage for which we would have been liable if you had not agreed to limit the liability of any such third party experts, consultants or advisers.

13.2 We will also not review, advise on or accept any responsibility for the contents of any third party reports that we may forward to you, where these relate to matters outside our normal responsibility, such as valuations, physical survey reports, fire safety reports, environmental reports and Disability Discrimination Act reports.

13.3 In relation to any searches made by us or commissioned by us or a third party agent with any governmental, statutory or local authority registries (including H.M. Land Registry, Companies House and any court registries) we will conduct such searches with due diligence and care or, if we engage third party agents to make such searches, will use reasonable care in the selection of such agents and in the interpretation of the results of such searches. We will not, however,

be liable for any errors or omissions committed by any such registries or for any errors or omissions by any such third party agents which are outside our knowledge or control.

13.4 In property matters we will also use all reasonable care in reporting to you on replies given by sellers or their representatives to preliminary enquiries raised or information contained in property information forms supplied by sellers or their representatives but we will not be responsible for any errors or inaccuracies in or omissions from such replies or property information forms.

13.5 Where we use the services of lawyers qualified in other jurisdictions to assist us in providing our services to you, you will assume liability for their fees and you will not hold us liable for any claims arising from their advice.

14. **Copyright**

Copyright in all documentation and materials we produce for you in the course of our work remains our property, but you are licensed non-exclusively in perpetuity to use those materials for the purpose for which they were provided to you by us. This licence is conditional on your having paid our fees in full for the work concerned. You may assign this licence to any successor to the relevant part of your business or activities. The licence may be terminated by us if any unauthorised use of our copyright is made.

Compliance and regulation

15. **Money laundering**

15.1 All solicitors must comply with UK anti-money laundering legislation. The Firm must establish the identity of all its clients by requesting identity documents. We reserve the right to request additional information from you or associated parties at any time while carrying out your instructions. If you are unable or unwilling to provide adequate evidence or information within a reasonable timeframe we will cease to act for you and will accept no responsibility for any delay or loss which may result.

15.2 Where we need to cease acting for you in circumstances where you are unable or unwilling to provide us with any further evidence we require, you will be charged for, and will remain liable to pay for, any work done up until the time we cease acting.

15.3 We reserve the right to charge a fee for electronic verification AML checks. Our fees for individual checks, monitoring and refresh costing not more than £20.00 plus VAT per person, per search and business searches, monitoring and refresh reports costing not more than £50.00 plus VAT per entity, per search.

15.4 If we receive funds while acting for you we are required to ascertain their source and will require an explanation and supporting documents from you or any third party by whom funds

are transferred to us. If you are unable or unwilling to provide adequate evidence or information within a reasonable timeframe we will cease to act for you and will accept no responsibility for any delay or loss which may result.

15.5 In certain circumstances, the Firm may be required to disclose otherwise confidential information about your affairs to other regulated organisations or to the National Crime Agency without informing you. Our duty to report may override the duty of confidentiality that we owe to you. Legal professional privilege may not apply in these circumstances. If we make a disclosure in relation to your matter, we may not be able to tell you that the disclosure has been made. We may have to stop working on your matter for a period of time, or entirely, and may not be able to tell you why. We accept no liability for any delay or loss which may result.

15.6 By instructing the Firm, you expressly consent to our complying with our statutory obligations in relation to the prevention and detection of money laundering.

16. **Client funds**

16.1 As part of the services we provide to you it may be necessary to hold money on our client account at C Hoare & Co from time to time. You should understand that, in the event of banking failure, C Hoare & Co will be liable to you for any money held on your behalf and that we accept no liability for any consequential loss you may incur.

16.2 All client monies are held in strict observance of the Solicitors Regulation Authority ("SRA") Accounts Rules and in line with the Firm's Interest Policy which is available on our website or on request at [Policies and notices hub - Forsters LLP | Leading London law firm](#). If you do not wish to receive interest on funds held by the Firm, please notify us in writing.

16.3 To enable us to account to you for funds held on your behalf, it is your responsibility to update us on any change of address or contact details. In circumstances where you do not have a bank account in your client name, you must to notify us at the outset of the matter and we may require you to open a bank account for receipt of funds from our client account in your client name, prior to completion of your matter.

17. **Professional Indemnity Insurance (PII)**

17.1 The Firm maintains PII in accordance with the rules of the SRA. Details of the insurers and the territorial coverage of the policy are available on request.

17.2 We are required under the terms of our PII Policy to notify our insurers immediately of any instance which appears to be or could potentially become a claim against us. If we do, then your rights to confidentiality are automatically waived and full details of the matter will be disclosed to our insurer.

18. **Financial Services Compensation Scheme (FSCS)**

- 18.1 Our bank C Hoare & Co is an authorised deposit taker and accepts deposits under this name. In the unlikely event of a banking collapse, certain eligible deposits are protected by the FSCS. Further details on eligibility are available at www.fscs.org.uk/ and their freephone contact number is 0800 678 1100 or 020 7741 4100 (for international callers who will incur call charges).
- 18.2 In the event of a bank failure you agree (unless you advise us otherwise in writing) to our disclosing financial information to the FSCS in order to make a claim for compensation on your behalf.

19. **Financial Conduct Authority (FCA) requirements**

- 19.1 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 can carry on insurance distribution 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.
- 19.2 If, in the course of our work for you, you need advice on investments, we may have to refer you to someone who is authorised by the FCA, since we are not. However, as we are regulated by the SRA, we may be able to provide certain limited investment and insurance services closely linked to the legal work we are doing for you. Our insurance distribution activities principally relate to contracts of insurance in respect of real property, for example, defective title insurance, restrictive covenant liability insurance and chancel repair liability insurance. We may provide a personal recommendation or advice on the merits of or exercising rights under a contract of insurance on a fair and personal analysis. In carrying out insurance distribution activities we are representing our client, not the insurance undertaking. We do not have direct or indirect holdings in any insurance undertaking and nor does any insurance undertaking, or its parent, have any direct or indirect holding in the firm. We do not receive remuneration from insurance undertakings in relation to the products we propose and are not under an obligation to deal with one. Our work in relation to any insurance product proposed is charged in accordance with the fee arrangements outlined to you in separate correspondence, or otherwise on the basis of our hourly fees. Any demands and needs statement that we give you about an insurance product is provided free of charge.

20. **HMRC reporting**

We may be required under the Common Reporting Standard (enacted in the UK through the International Tax Compliance Regulations 2015), the Money Laundering, Terrorist Financing

and Transfer of Funds (Information on the Payer) Regulations 2017 and other applicable statutes/regulations to report relevant information to HMRC. The information we report will include personal and financial data belonging to the beneficial owners of trusts which generate UK tax consequences, including settlors and beneficiaries. If you are a trustee of a relevant trust and it is appropriate for us to report information to HMRC, by instructing us you acknowledge that we will disclose your data and confirm that every beneficial owner understands that we will disclose their data. Unless expressly included in our retainer, it will be your responsibility to obtain independent legal or expert advice in relation to your reporting status and compliance. The Firm is an Active Non-Financial Entity for the purposes of the Common Reporting Standard.

21. Foreign Account Tax Compliance Act (FATCA) and the common reporting standard

You may have registration and reporting obligations under the US FACTA legislation (enacted in the UK through the International Tax Compliance (United States of America) Regulations 2014). Unless expressly included in our retainer, it will be your responsibility to obtain independent legal or expert advice in relation to your reporting status and compliance. The Firm is an Active Non-Financial Foreign Entity for the purposes of FATCA.

22. Diversity and inclusion

The Firm is committed to the promotion of diversity and inclusion in all aspects of our business. We aim to treat all prospective and existing partners, employees, clients and third parties equally and without regard to age, sex, sexual orientation, disability, gender reassignment, marriage or civil partnership, maternity or pregnancy, race, ethnicity, nationality, religion or beliefs. Please contact us if you would like to see our diversity and inclusion strategy.

Miscellaneous and general

23. Complaints and suggestions

23.1 If you have any grounds for dissatisfaction with our work, please raise the matter in the first instance with the partner responsible for the matter, who will investigate it and respond as soon as practicable. If that does not resolve the problem to your satisfaction, or you would prefer not to speak to the partner responsible for the matter, then you may wish to engage our formal complaints procedure details of which are available on our website <https://www.forsters.co.uk/policies-and-notices-hub>.

23.2 All solicitors must seek to resolve any problems arising with their services. If you find cause for concern we would very much like to know about it straight away. We value your business and are always aiming to improve our services.

24. **Limitation of liability**

24.1 The liability of the Firm (including its partners, members, employees, consultants, subcontractors, affiliated entities or agents) for any claim in respect of our services provided to you shall be capped at £10 million, unless we specify otherwise in our Engagement Document. We do not limit or exclude our liability for death or personal injury caused by our negligence, for fraud, or for wilful disregard of our professional obligations to you as our client.

24.2 Furthermore, we will not be liable (whether in tort, contract or otherwise) for:

- any indirect or consequential loss of profit, loss of business, loss of chance, loss of revenue or loss of an expected saving or benefit, whether suffered by you or by another person as a result of our acting for you or
- any direct or indirect or consequential loss as a result of a failure or delay in the performance of your instructions if it is due to any event beyond our reasonable control or
- indirect or consequential loss of any other kind.

24.3 You also agree that the liability of the Firm shall not be increased as a consequence of the contractual limitation of another professional adviser's liability. In circumstances where we are (or would otherwise be) jointly liable with another adviser, you accept that the proportion of the claim to be met by us shall be unaffected by any limitation of the other adviser's potential liability to which you may have agreed.

24.4 Clients may also be able to benefit from the SRA Compensation Fund which operates a fund for the protection of consumers of legal services caused by uninsured loss or dishonesty. <https://www.sra.org.uk/consumers/compensation-fund/>.

24.5 In relation to our liability for any claim in respect of our services, the provisions of this section and of our Engagement Document shall continue to apply notwithstanding the termination of our engagement for any reason.

24.6 No third party has the right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Engagement Document or these terms of business.

25. **Termination, Cancellation and Withdrawal**

25.1 You may end your instructions to us in writing at any time, but we can keep all your papers and documents while there is still money owed to us for fees and expenses.

25.2 We may decide to stop acting for you with good reason, which will include but is not limited to :

- where you have not given us sufficient instructions
- if you do not pay an invoice
- you do not comply with a request for payment on account of our costs
- there is a conflict of interests
- where we reasonably believe the trust and confidence of the solicitor-client relationship has broken down
- it comes to our attention that you/individuals controlling the entity are/become a 'designated person' (i.e. a sanctioned individual or entity) part-way through the matter or we have concerns about acting for you for reasons relating to the UK sanctions regime more generally. Please note - if we decide that it is appropriate to apply for a licence from the Office of Financial Implementation ('OFSI') to continue acting for you or to request guidance from them as to how to proceed, all paid work on your matter will be suspended until the licence is granted. If such circumstances arise, we will clearly communicate to you the reason why we are taking this course of action
- if our bank declines to deal with funds relating to your transaction (this may occur even if we have obtained a licence from OFSI to continue acting)
- if acting for you or continuing to act or you would involve a breach of the law or of our professional rules
- if, in litigation matters, we become aware that you have committed perjury or have misled or attempted to mislead the court in any material respect or that we have inadvertently misled the court and you do not consent to our informing the court of this fact.

See also section 15 for other circumstances in which we may cease acting for you. In contentious matters we will, if appropriate, also apply to come off the Court record. We shall give reasonable notice that we propose to stop acting for you.

25.3 If you or we decide that we should stop acting for you, you will pay our charges up to that point, including the fees incurred in relation to us ceasing to act and/or having to notify and liaise with other parties.

25.4 If the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 apply, you may have the right, in respect of relevant non-business instructions, to cancel your contract with us at any time during the cancellation period without giving any reason and without incurring any liability except as mentioned in this paragraph below. This right to cancel only arises where our acceptance of your instructions creates a "distance" or "off premises"

contract as defined by these Regulations. The cancellation period under these Regulations ends at the end of 14 days after the date on which we accepted your instructions. If the right to cancel the contract exists, you may use the form of cancellation attached to our engagement letter, or do so by making a clear statement setting out your decision to cancel, duly sent to the partner named in the engagement letter as having overall responsibility for your affairs. Under these Regulations, if you expressly requested us to begin the performance of services during the cancellation period, you shall pay us an amount which is in proportion to what has been performed until you have communicated to us your cancellation from this contract in comparison with the full coverage of the contract. If your contract with us is an "off-premises" contract (as defined in the Regulations) this request must be given in a durable medium but in other cases, we will act on your oral request (even though, as a matter of good order, we will normally confirm in writing any such oral request).

- 25.5 You can withdraw your instructions at any time before we have accepted them and entered into a contract with you. However, unless you inform us of this decision to withdraw your instructions at a meeting in our offices, you must inform the partner or fee earner to whom you gave your instructions by telephone, email or letter of your decision.

26. **Force majeure**

We will not be liable to you or any third party if we are unable to perform our services as a result of any cause beyond our reasonable control. If any such event should arise, we will notify you as soon as reasonably practicable.

27. **Variation and inconsistency**

- 27.1 Any variation of these terms of business or the terms of any Engagement Document must be in writing.
- 27.2 The terms of the Engagement Document override these terms of business to the extent of any inconsistency.

28. **Jurisdiction**

Any dispute or legal issue arising from our Engagement Document and terms of business will be determined by the law of England and Wales, and considered exclusively by the Courts of England and Wales. Any proceedings relating to our contract with you will be conducted only in the English language. Our address for service is as set out below and no notices or proceedings may be served by email or fax.



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