

Terms of business

1. Our terms

This document defines the extent of the work we have agreed to undertake for you, our assessment of its cost and benefit to you and any specific terms applicable to your matter.

By instructing us, you have authorised us to take the steps we consider appropriate to represent you, including incurring reasonable expenses on your behalf.

If you have already asked us to start work on your behalf, e.g. by giving you initial advice or by acting in an emergency, we will have been doing so on the understanding that, unless otherwise agreed, the terms as set out here apply from the start.

Your continued instructions will amount to acceptance of these Terms of Business regardless of whether you have signed and returned a copy of the accompanying letter.

2. How we carry out your instructions

Where appropriate, we will agree with you a plan for your work as far as possible and keep you informed of progress and when decisions by you are required. This, together with interim billing where appropriate, will give you a more accurate idea of what our work for you is costing and enable us to produce more realistic estimates for the rest of our work for you.

3. Identity check and anti-money laundering requirements

Like all regulated law firms, we are subject to a number of legal and regulatory obligations which include:

- A requirement to identify who we are acting for;
- A requirement to undertake appropriate Client Due Diligence (CDD) on clients (and, in some cases, others connected to them);
- A requirement to, where appropriate, understand your source of wealth (i.e. how you have accumulated or generated your overall assets) and your source of funds (i.e. the origin of the funds you will be using for this transaction).

We also have a duty to serve our clients' best interests and to protect our clients and our firm from inadvertently becoming involved in financial crime. We therefore ask our clients to help us with our CDD process in verifying the identity of individual clients and, where appropriate, the identity of other individuals who may be directly or indirectly involved in a transaction or matter e.g. beneficial owners and/or directors of organisations and/or third parties who may be providing funding.

Where appropriate, we will also ask clients (and third-party funders) to provide us with any necessary information required to understand your source of wealth and source of funds in accordance with our Anti-Money Laundering (AML) Policy.

To make verifying your identity as simple and secure as possible, we use a third-party service provider called Thirdfort Limited (www.thirdfort.com), who will carry this out electronically.

Depending on circumstances, Thirdfort will carry out one or a combination of the following:

1. Enhanced NFC ID – this is a comprehensive ID and UK address verification service;
2. Lite screening – this will be used to help verify your address and raise any other potential fraud warnings. This service is powered by Thirdfort's data provider, Experian Limited (www.experian.co.uk/about-us);
3. Identity document verification – this will be used to verify the authenticity of an identity document.

In verifying your identity and/or address through Thirdfort, your data will be processed in line with Thirdfort's Privacy Policy (www.thirdfort.com/privacy). If you have any questions regarding Enhanced NFC ID, lite screening or identity documentation, please contact Thirdfort at help@thirdfort.com.

If you have any questions or are unable to use Thirdfort, please do not hesitate to contact us so we can explore alternative options with you.

Any personal data collected by us to establish proof of identity as part of this process will be used solely for the purposes of preventing money laundering, terrorist financing, or proliferation financing, unless its use is permitted under other applicable legislation or the explicit consent of the data subject to whom it relates.

Copies of client due diligence information and supporting documents will be retained for at least five years following the end of the business relationship or the completion of the transaction. However, we have legal professional obligations to retain your file of papers for longer and by accepting these Terms of Business you agree to us holding your CDD information longer than five years.

PLEASE NOTE THAT DELAYS IN PROVIDING INFORMATION TO ENABLE US TO MEET OUR LEGAL AND REGULATORY OBLIGATIONS WILL RESULT IN DELAYS IN OUR ABILITY TO PROGRESS YOUR MATTER AND MAY RESULT IN OUR INABILITY TO ACT FOR YOU.

4. Helping us to help you

In order to enable us to provide the best service to you, you can help us to help you by:

- giving us clear instructions;
- accurately advising us of all facts relevant to your transaction/matter (we will rely upon information and facts you provide to us);
- keeping us informed of all developments relating to the matter;
- letting us know if there are any important time limits of which we should be aware;
- dealing promptly with our queries or requests for information;
- making yourself available to attend meetings, hearings or other appointments;
- informing us if you will be unavailable at any time.

5. Charges

Our charges are usually calculated by reference to hourly rates which take into account the degree of complexity, risk, value, urgency and the level of seniority of the lawyers working on your behalf.

Routine communications (including letters, emails and telephone calls) are recorded and charged in six-minute units of time, whether written, made or received. Longer activities are charged on a time basis as a multiple of such units.

However, we are flexible about our charging policy. We are prepared to consider alternatives to hourly rates, including blended rates, retainers, fixed fees and, where permitted, contingent fees. In certain circumstances we also offer Conditional Fee Agreements, also known as 'No win, no fee' arrangements. We are happy to discuss these alternatives with you at any time.

At the outset of any matter, we will give you an estimate of the likely costs and expenses involved in acting for you. Where appropriate we will confirm the stage at which payments are likely to be required from you. Any figure expressed as an estimate is given only as a guide and should not be regarded as a fixed fee unless agreed as such in writing. We will usually require payment on account of our fees before undertaking work on your behalf.

We will ensure that you are kept properly informed about ongoing fees incurred, future costs estimates and if any unforeseen or additional work becomes necessary. For a variety of reasons, some matters do not proceed. In these circumstances, we will charge for the work carried out and expenses incurred to the point of conclusion, unless otherwise agreed. We round up our fees to the nearest multiple of £10.

We are required to charge VAT at the current rate on our charges and on certain payments we make on your behalf. All figures advised or quoted are net of VAT.

6. Expenses and our associated fees

In appointing us to act for you, you are also authorising us to incur such reasonable expenses as we consider necessary to the proper conduct of your matter. We will of course consult you before incurring a significant outlay. We will usually require payment in advance of incurring expenses.

We pass on travel and subsistence expenses as incurred.

7. Billing frequency

Where appropriate, we will submit interim invoices as work progresses. Where we have agreed a fixed fee with you, but the matter has not concluded for reasons outside our control, we may charge you on a proportionate basis up to the full extent of the fixed fee.

In addition, we may, in March of each year, raise an invoice to date in respect of any unbilled work regardless of the stage that your matter has reached. Unless otherwise stated, monthly or other interim invoices are a final account of our fees for all the work done during the period to which they relate. Where interim invoices remain outstanding, we reserve the right to stop work until such time as they have been settled. There may be a delay in invoicing expenses incurred on your behalf pending our receipt of the relevant invoices from third parties and accordingly our invoices may not be a final invoice in relation to such expenses.

Unless otherwise agreed or where it is not possible, invoices will be sent by email.

8. Limits on fees

You may at any time set a limit on the fees you are prepared to incur. We will then not work beyond that limit without referring to you. We do, however, require you to confirm this to us in writing.

9. Payment and interest on late payment

Our invoices become payable upon delivery. We reserve the right to charge you statutory interest (currently not less than 8% per annum) on any outstanding balance from 14 days after delivery of our invoice. We will apply any payment to settlement of outstanding interest before settlement of unpaid fees.

We accept payment by credit card or debit card. We also accept payments in cash, up to a maximum of £500 per matter.

In the event that payment is not made, we reserve the right to stop work on the matter concerned, and any other matter in which we act for you, until such time as any outstanding invoices have been settled. Where we stop working for you on a matter in which we are on the Court record, we reserve the right to apply to be removed from the record and to claim the costs of doing so from you.

10. Interest on client money

We have a written policy on payment of sums in lieu of interest on client money we hold which seeks to provide a fair outcome. A copy is available on request. The following are the main points to bear in mind:

- Client money we hold on account will rarely attract as good a rate of interest for you as you could arrange for yourself;
- No interest will be paid if the amount of interest calculated equates to less than £50 payable on the balance held.

11. Financial Services Compensation Scheme ("FSCS")

In order to spread financial risk, we hold client funds with a number of banks or building societies at any one time. We select the banks or building societies we use in accordance with SRA rules and guidance. Client funds are held in separate client accounts, i.e. not for our own use. In the event of a bank failure, any client funds we hold on your behalf will be deemed to be spread across all the banks and building societies with whom we hold client accounts. The appropriate rules for any financial compensation can be found at the following website – www.fscs.org.uk.

12. Termination

We may cease to act for you on any matter by giving you reasonable written notice if (amongst other things):

- You fail to give us proper instructions;
- You fail to co-operate with us;
- You are unable to or fail to comply with our identity check and anti-money laundering requirements;
- Our continuing to act would be impractical, unethical or unlawful;
- We have a conflict of interest;
- We are unable to continue to act in your best interests;
- You fail to provide us with sufficient money on account;
- You fail to pay our invoices as and when due for payment;
- You mislead or seek to mislead us or any other party to the matter.

13. Your Rights to Cancel

If we met with you away from our offices, you have the right to cancel your engagement with the firm within 14 days without giving any reason. The cancellation period will expire 14 days after the date of our initial communication with you. To cancel, you must inform us by a clear statement (e.g. a letter or e-mail) using the contact details in our letter. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired. If you requested work to be carried out during the cancellation period, you will be liable to pay for any services delivered until the point at which you cancel at the agreed rate (or if we have agreed a fixed fee then we will charge at our standard hourly rates up to the maximum value of the agreed fixed fee).

14. External communications and confidentiality

We use a variety of communication methods for communication with you and others concerning your matter. At our discretion certain electronic communications will be sent with differing levels of encryption. If you would like more information about the encryption that we apply and when or would prefer that we communicate with you or others in any particular way, please let us know.

Sometimes we ask other companies or people to undertake typing, photocopying, preparation of formal bills and other work on our files to ensure this is done promptly. We require that confidentiality is maintained by these outsourced providers. If you do not want any aspect of your file to be outsourced, please tell us as soon as possible.

We are subject to quality management standards and other audits. External organisations conduct quality checks on our practice, which may involve examining your file. These external organisations are required to maintain confidentiality in relation to all files. If you do not want your file to be used for external auditing purposes, please tell us as soon as possible.

If our work for you is being paid for by your insurer it may be a requirement that certain information about your case is shared with your insurer. If you are not sure if this applies to you, please let us know.

We have a professional duty to keep the affairs of current and former clients confidential unless disclosure is required or permitted by law or the client consents. There may be other circumstances where we may have to consider disclosure of information such as risk of suicide or self-harm, safeguarding concerns and preventing harm to children or vulnerable adults, and preventing the commission of a criminal offence.

15. Privacy and Data Protection

For more information on the personal data that we collect from you and how we use and protect this please see the privacy policy on our website, a hard copy of which is available on request.

16. Intellectual property rights

Unless otherwise agreed in writing, we retain the copyright and other intellectual property rights in all written and other material supplied to you concerning matters in which we are instructed. If material prepared by us is passed or disclosed to third parties, then you accept liability for the payment of a proper professional charge for the use of documentation together with all expenses or losses incurred in our intellectual property rights.

17. Storage of files and documents

We keep certain documents relating to the work that we do for you after we have completed the work. Usually these documents will, subject to our data retention policy, be kept for a minimum period of 6 years following which they are destroyed.

We will keep all documents and any items which you deposit with us for safekeeping, available for inspection upon reasonable notice. They will be returned to you on request unless they are the subject of an undertaking or obligation to a third party, or they are being retained pending payment of any outstanding costs. Subject to any restriction imposed by law, we do not accept liability for the loss of or for damage to items held in our custody, or any further losses which might arise as a consequence of an item being lost or damaged.

We look after deeds, Wills and other important documents free of charge, but we have no duty of care to give advice in relation to those documents. Holding documents for you or having knowledge of your circumstances will not constitute a retainer to advise you on changes or prospective changes in the law or how the law applies or may apply in your circumstances when it changes.

18. Scope of liability

Our advice is particular to your individual circumstances. We do not accept liability to any person or organisation to whom our advice is not addressed, except where its very nature raises a legal duty of care in favour of a third party. The provisions of the Contracts (Rights of Third Parties) Act 1999 are to that extent excluded.

The scope of our work will not include advising on the business implications of any matter or on financial, accounting or actuarial issues, the adequacy of any insurance arrangements or the value or physical condition of any asset.

We insure against the risk of being unintentionally negligent. If you require information about this insurance and the level of cover, please contact our Compliance Officer for Legal Practice (see below). The liability of Ashtons Legal and any individual partner, consultant, employee and other agents of Ashtons Legal (and any service company owned or controlled by or on behalf of Ashtons Legal) 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 services provided in any one or series of related matters shall be limited to £3 million, (unless we expressly agree in writing a higher amount with you) except where the rule of law overrides this term.

Please note that where we recognise more than one person as our client in relation to a single matter then each agrees, (a) the limit of liability will be divided between them; (b) the clients are responsible for agreeing the division of the limit of liability between them; (c) the clients are under no obligation to inform Ashtons Legal of the division; (d) if, for whatever reason no such division is agreed between the clients then none of them shall dispute the validity or enforceability of the limit of liability on the grounds that no such division was agreed between them.

We will use reasonable skill and care in the conduct of our work for you. Where we make an assessment, 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. Accordingly, such an assessment should only be used as one element in the making of any practical or commercial decision. It is for you to decide whether to accept all or any risk.

Ashtons Legal as an entity will conduct the work for you and you agree that you will not bring any claim whether in contract, tort, under statute or otherwise against any servant or agent of Ashtons Legal including (without limitation) any individual partner, consultant, employee or other agent of Ashtons Legal. The partners, consultants, employees and other agents of Ashtons Legal shall be entitled to rely on the terms of these Terms of Business insofar as they admit any liability.

If you accept or have accepted any express exclusion or limitation of liability from any of your other professional advisors, our total liability to you arising out of our work will not exceed the net aggregate amount for which we would otherwise have been liable after deducting any amount which you or we would have been entitled to recover from such advisor as a matter of law, whether pursuant to statute or otherwise, but are prevented from doing so as a result of such exclusion or limitation of liability.

We shall not be liable for:

- Any loss, damage, cost or expense arising from any breach by you of your agreement with us or any act or omission of any other person; or
- Any advice or document subject to the laws of a jurisdiction outside of England and Wales; or
- Any advice or opinion given to you by any third party (whether or not nominated or recommended by us); or
- In the case of non-consumer clients, any indirect or consequential loss or damage or any loss of income production or accruals arising 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).

Nothing in these Terms of Business exempts us from liability arising from our fraud or reckless disregard of our professional obligations, 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.

19. What if you are unhappy with our service?

Should there be any aspect of our service, with which you are unhappy, please raise this with your lawyer in the first instance so that we can attempt to resolve your concerns with you informally. You can make a complaint orally or in writing. If orally it would be helpful if subsequently you can set the detail out in writing, but we do not insist on that. We prefer it if complaints are made to the lawyer acting for you as quickly as possible so that they can be resolved directly and without delay. However, should you feel unable to do so or this is impractical for any reason you should contact:

- Your lawyer's supervisor or Business Unit Director (whose details will have been set out in our letter of engagement); or
- Our Client Care Partner, whom you should contact in any event if neither your lawyer nor their supervisor or Business Unit Director has been able to resolve your complaint to your satisfaction.

If you are unhappy with our bill, your concerns will be treated in the same way as a complaint about service and will be referred to the Client Care Partner if we are unable to reach a satisfactory resolution. You may also have a right to object to the bill by applying to the Court for an assessment of it under Part III of the Solicitors Act 1974. If all or part of a bill remains unpaid, we may be entitled to charge interest.

Our Client Care Partner, Balkar Bains, can be contacted at our Bury St Edmunds Office.

The address and contact details are:

The Long Barn
Fornham Business Court
Fornham St Martin
Bury St Edmunds, IP31 1SL

Telephone: 01284 762331
Email: clientcarepartner@ashtonslegal.co.uk

If you are not satisfied with the resolution of a formal complaint raised with us, then you have the right to complain to the The Legal Ombudsman's contact details are as follows:

Legal Ombudsman
PO Box 6167
Slough SL1 0EH

Telephone: 0300 555 0333
Email: enquiries@legalombudsman.org.uk

You can also access their website www.legalombudsman.org.uk. The Legal Ombudsman expects complaints to be made to them within one year of the date of the act or omission about which you are concerned or within one year of you realising there was a concern. You must also refer your concerns to the Legal Ombudsman within six months of our final response to you.

If you are unsure whether your concerns should be raised with the Legal Ombudsman, the SRA or another regulator you should raise them with the Ombudsman in the first instance in any event. They will then signpost you to the appropriate organisation.

20. Governing Law

The Law of England and Wales will govern our professional and contractual relationship with you notwithstanding that you may be based, or our services are provided to you elsewhere. These Terms of Business are available in English and French.

21. Definitions

References in this agreement to "we", "us", "Ashtons Legal", "firm" and "our" mean or refer to the partnership trading as Ashtons Legal ("the Partnership") whose principal place of business is at The Long Barn, Fornham Business Court, Fornham St Martin, Bury St Edmunds, IP31 1SL and any successor practice together with any service company owned or controlled by or on behalf of the Partnership or any of its Partners, including but not limited to, Ashtons Legal Trust Corporation Limited (company number 11641838 Licensed Body Number 655769) and, as the context requires, all Partners of, consultants to and employees and agents of, the Partnership and of any service company owned or controlled by or on behalf of the Partnership or any of its Partners.

22. About us

Ashtons Legal LLP (also trading as Heslop & Platt) is a limited liability partnership registered in England & Wales with number OC445631 whose registered office is at The Long Barn, Fornham Business Court, Bury St Edmunds, Suffolk, IP31 1SL. We use the term "partner" to refer to a member or senior employee of Ashtons Legal LLP.

We are authorised and regulated by the Solicitors Regulation Authority, number 8003918. Our professional code of conduct can be accessed at <http://www.sra.org.uk/handbook/>. A list of the members and their professional qualifications is open to inspection at our registered office. Our registered VAT number is GB 1197229 03.

In accordance with the SRA Indemnity Insurance Rules ('the Rules'), we maintain professional indemnity insurance which meets the requirements of the SRA Minimum Terms and Conditions of Professional Indemnity Insurance. Contact details of the current insurer are available upon request.

Ashtons Legal LLP is an ancillary insurance intermediary. 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.

More information

For any questions on this statement or our terms of business please contact:

E: riskandcompliance@ashtonslegal.co.uk

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