

TERMS AND CONDITIONS

Introduction

- Unless we agree otherwise in writing, the terms that are set out in this document (along with our Client Care Letter if there is one for this matter) form the basis of the contract between you and us and are the terms under which we will be acting for you on this and any future work that we do for you.

Appointments and office hours

- Our normal office opening hours are 9am to 5pm. Our fee earners may be available outside of these hours by mobile phone or by prior arrangement. We reserve the right to charge a 10% increase on work carried out outside of normal office hours as above.

Client car parking

- Our offices at The Parkhill Business Centre, Walton Road, Wetherby, LS22 5DZ have ample free parking and facilities for disabled access.

Our service standards

- We will update you by telephone and or in writing with progress on your matter regularly.
- We will communicate with you in plain language.
- We will explain to you by telephone and or in writing the legal work required as your matter progresses.
- We will update you on the cost of your matter regularly and at least every three months.
- We will update you on the likely timescales for each stage of this matter and any important changes in those estimates. We will continue to review whether there are alternative methods by which your matter can be funded.

Our responsibilities to you

- We will review your matter regularly.
- We will advise you of any changes in the law that are appropriate to your matter.
- We will advise you of any circumstances and risks of which we are aware or consider to be reasonably foreseeable that could affect the outcome of your matter.
- We will update you on whether the likely outcomes still justify the likely costs and risks associated with your matter whenever there is a material change in circumstances.

Your responsibilities to us

- You will provide us with clear, timely and accurate instructions.
- You will provide all documentation required to complete matters in a timely manner.
- You will read and follow the guidance in any supplementary documents supplied to you such as our "Understanding Litigation", or "Understanding Disclosure" advice notes. If you require any matters to be clarified or explained please contact us.
- You will safeguard, retain and advise us of any documentation that will be required to be disclosed. This includes ALL DOCUMENTATION related to your case whether they support your case or otherwise, and regardless of whether they are electronic or otherwise.
- You must not destroy, delete, or allow to be deleted or destroyed, any material relevant to the case in respect of the above point. It is your responsibility to ensure that this is the case.
- You must comply with our request for information, costs on account in respect of court fees, and any other request for instructions which we require to fulfill obligations to the Court by the time we set out for you and in good time for any deadlines set by the Court. Failure to do so may lead to your claim or defence being struck out or to costs sanctions being imposed by the Court.

What is covered by this Retainer in any contentious matter

- As part of your instructions in a contentious matter, this retainer and our terms and conditions will apply to:
 - Your entire claim against another party or your defence as appropriate
 - Any counterclaim or joinder of proceedings
 - Any appeal by your opponent or any other party

- Any appeal made against an interim order
- Any proceedings you take to enforce a judgment or order or agreement
- Negotiations about and / or court assessment of the costs of this claim

Keeping us up to date

- We will need your regular instructions, so please remember to let us know promptly of any change of address or telephone number, or if you are going away. Although we will usually tell you what we need to know, we also rely on you to tell us about any relevant developments or anything else that we should know. If you do so as soon as possible it might help to prevent wasted time and costs.

Contact by e-mail

- If you give us your e-mail address we will take that as your authority that we can use it to send e-mail and other documents to you by email unless you ask us not to. Please remember that the internet is not completely secure and that some confidential and sensitive material is best sent by other means.

Equality and diversity

- We are committed to equality and diversity in all of our dealings with clients, employees, consultants and others.

Company Information

- HTF Legal Limited is a limited company registered in England and Wales with registered number 11998226 whose registered office is at Parkhill Business Centre, Walton Road, Wetherby LS22 5DZ.

Professional regulation and Indemnity Insurance

- HTF Legal Limited is authorised and regulated by the Solicitors Regulation Authority under SRA number 812011. The SRA rules can be found at www.sra.org.uk/handbook. HTF Legal Limited holds professional indemnity insurance limited to £3 million pounds. Details of our PII provider are accessible at the firm's place of business.

Lien

- HTF Legal Limited are entitled to retain all papers and documents as are supplied to us by you or are created by us during this retainer until any outstanding sums have been paid.

REGULATIONS AFFECTING YOUR CANCELLATION RIGHTS

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013:

- If we have not met you either in person (because, for example, instructions and signing of the contract documentation is taking place by telephone/mail, e mail or on-line – ie: by way of a “distance” contract) or we have taken instructions and a contract has been concluded away from our business premises (because, for example, we have met with you at home - ie: by way of an “off-premises” contract) and the contract was entered into on or after 14 June 2014, you have the right to cancel this contract within 14 calendar days of entering into the contract without giving any reason.
- The cancellation period will expire after 14 calendar days from the day of the conclusion of the contract.
- To exercise your right to cancel, you must inform us of your decision to cancel this contract by a clear statement (eg: a letter sent by post, fax or e mail). You may use the model cancellation form attached to the end of these Terms and Conditions, but it is not obligatory.
- Should you require the work to be commenced within the 14 calendar day cancellation period, you must provide your agreement to that in writing, by e mail, post to enable us to do so. By signing and returning our retainer letter you are providing your agreement in writing to enable us to commence work within the 14 calendar day cancellation period. Where you have provided your consent for work to commence 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. Unless you make an express request for us to commence work within the 14 day period (i.e. by signing and returning our retainer letter we will not be able to undertake any work during that period.

Financial services

- This firm is 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 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 an “EPF” Search at the Financial Conduct Authority website at <https://register.fca.org.uk>

Trust and Company Service Provider Register

- HTF Legal Limited is registered with HMRC as a Trust and Company Service Provider (TCSP) to provide advice on trusts and tax and their implications.
- TCSP activity is set out in The Money Laundering, Terrorist Financing and Transfer of Funds (information on the Payer) Regulations 2017 (the “MLR 2017”) at Regulation 12. HMRCs TCSP registration guidance provides further information about what constitutes a TCSP.

Termination of instructions and abortive work

- 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.
- We may decide to stop acting for you only with good reason. We must give you reasonable notice that we will stop acting for you.
- If you or we decide that we should stop acting for you, you will pay our charges up until that point. These are calculated on an hourly basis plus expenses or by a proportion of any agreed fee as set out in these terms and conditions.
- If we are acting on a CFA or a DBA, special provisions will apply which will be set out in the relevant agreement.

Retrospective nature of this Agreement

- Due to pressure of time when taking instructions from you or for any other reason, it may be that these Terms and our Client Care letter (together “the Retainer”) are not brought or do not come to your attention at the time when instruction are taken in which case you agree (and your continuing instructions will confirm) that the Retainer is retrospective and applies from the beginning of our involvement with you.

Fees and expenses

- We will do our best to give you an estimate (based on the information available to us at the time) of what the charges for the work are likely to amount to including fees, VAT and disbursements. If this is not possible we will advise you of the basis upon which we will charge up to the point at which we are able to give you an estimate of the fees involved. In these circumstances you may wish to suggest a costs ceiling or cap which we will not exceed without your further instructions. Please note that an estimate is not the same thing as a fixed fee and is liable to change.
- In some cases we might be able to agree a fixed fee in which case you will be charged that amount for the Fixed Fee Work as defined in your retainer/engagement letter. Any work which is different from or supplemental to the Fixed Fee Work will be charged separately and, where possible, we will notify you in advance of what will be involved in this and any different terms that might apply to such work and the fees we would intend to charge. If a matter is terminated early in a fixed fee matter, we will charge a reasonable proportion of the fixed fee relative to the amount of the work actually done as against that which was envisaged.
- **PLEASE ENSURE THAT YOU CHECK WHETHER YOU HAVE THE BENEFIT OF PRE-PAID INSURANCE, TRADE UNION FUNDING OR OTHER SUCH BENEFITS WHICH MAY ASSIST OR FULLY FUND ANY ACTION.** You should do this as soon as possible and before instructing us to contact or respond to your opponent or their solicitors in a contentious matter. Failure to do so, may invalidate or prejudice any pre-paid insurance, trade union funding or other such benefits which may assist or fully fund any action.
- When you instruct us, you should consider whether you will be able to pay our fees and any disbursements as the matter progresses. If you are unlikely to be able to fund an action to its conclusion, we need to discuss at an early stage (and before proceedings are issued if you are the claimant) how (or whether) we can work together to fund the action to its conclusion.

How we calculate our fees

- Our fees (including fixed pricing) are calculated mainly by reference to the time that is spent in dealing with your instructions. As fixed prices are set at the outset they are based on our experience of similar

types of work and on assumptions as to the amount that will be entailed in your particular action. Fixed pricing gives you certainty as to the amount that you will pay for the work that you instruct us to do at the outset. Where we are charging on an hourly rate, different hourly rates may be charged for different types of work, and according to the seniority of the person who handles it for you. Time spent on dealing with your instructions will include:

- Meetings with you and others;
 - Negotiating with others on your behalf in meetings, by letter, e-mail, fax and by telephone;
 - Considering, preparing and working on papers, documents, pleadings, statements etc
 - Reporting back to you as necessary or required;
 - Preparing for Court hearings, including travelling and waiting time;
 - Instructing third parties on your behalf;
 - Legal and factual research;
 - Correspondence and communications (sent and received including by letter, e-mail, fax and text);
 - Making and receiving telephone calls; and
 - Preparing detailed costs calculations and budgeting for the court and for you.
 - Dealing with and advising you on any matters such as ATE insurance, Conditional Fee Agreements or similar, and third party funding.
- Where we are acting for you on an hourly rate charge basis, any lawyer who spends time working on your matter will record their time. Time is recorded in 'units' of six minutes (and the time recorded is rounded up to the nearest whole unit) for all work undertaken on your behalf and this is then charged at the appropriate percentage of the relevant hourly rate.
 - Sometimes, where the nature of the work warrants a different basis for charging, we may calculate our fixed price or estimate and subsequent fees taking into account additional factors other than time spent. Such factors may include the complexity of the issues, the speed at which action must be taken, the expertise or specialist knowledge which the case requires or, if appropriate, the value of the property or subject matter involved. In such cases, the basis of our charges will be made clear to you at the outset, or when it becomes apparent that such factors will influence the estimate or basis of the charge. Minor expenses, e.g. postage, telephone calls and reasonable photocopying done internally, are included in our fees.

Changes to our rates

- Our hourly rates are reviewed annually, usually in January and you will be informed, in advance, if any increased rates will be applied to your work. Otherwise, our hourly rates are fixed at the outset of a matter.

Payments to third parties (Disbursements)

- We are often required to make payments to third parties (such as barristers and experts) and to pay court fees and other expenses. Such payments to third parties will be made on your behalf as work progresses. Payments will be made from your money held by us in the firm's client bank account. Please respond quickly to any request for payment in advance of expected disbursements, as any delay in providing cleared funds may delay your transaction. We may not be able to take the next step if the money is not available to us as cleared funds. In the case of court fees, the sanctions for non-payment can be extremely serious and may include your claim and or defence being struck out. You agree that we will not be liable for the consequences of your failing to put us in funds for court fees that have been requested but not supplied.

Your liability for the legal costs of this firm and of others

- IT IS IMPORTANT TO BE AWARE THAT THIS FIRM IS EMPLOYED BY YOU AND THAT YOU ARE PERSONALLY RESPONSIBLE FOR THE PAYMENT OF OUR FEES REGARDLESS OF ANY ORDER FOR COSTS MADE AGAINST YOUR OPPONENTS.
- IN ADDITION, IF YOUR CASE IS UNSUCCESSFUL, YOU WILL PROBABLY HAVE TO MAKE A CONTRIBUTION TO YOUR OPPONENT'S COSTS (WHICH COULD INCLUDE THE ENTIRETY OF THEIR COSTS) AS WELL AS BEING REQUIRED TO PAY ALL OF YOUR OWN COSTS.

Any costs recovery will rarely be a full recovery

- Where in a contentious matter you are seeking an order that the other side must pay your costs, it is unlikely that the court will order your opponent to pay the entirety of your costs. WHERE THERE IS A SHORTFALL BETWEEN THE COSTS THAT THE OTHER SIDE IS ORDERED TO PAY AND THE COSTS THAT YOU ARE LIABLE TO PAY US, YOU AGREE THAT YOU WILL BE LIABLE FOR AND WILL PAY THE SHORTFALL TO US.
- In addition, circumstances may arise where a costs order in your favour may not be paid in full or at all

by your opponent. In such a circumstance, you agree that you will pay our costs in any event.

Proportionality and costs recovery

- Where in a contentious matter you incur legal costs that the court considers to be “disproportionate” to the claim you are making, the court may limit the costs that you can recover from the other side on the basis of “Proportionality”. It can be very difficult to determine when the court will decide that costs are proportionate or otherwise and the courts’ position is changing over time. While we will use our reasonable endeavours to advise you and keep costs to a proportionate level, this may not be possible depending on the circumstances of the case. This may impact you in a situation where in our reasonable view costs have had to be incurred in order to properly make or defend a claim but the court will not order that your opponent pay those costs by way of an indemnity on the basis of proportionality. In such a situation you will still be liable to us for those costs.

Interim invoices

- To enable you to budget we will normally send out interim invoices from time to time (usually monthly) before the conclusion of your matter. We will then send out a final bill on the completion of the work. In the normal course of events any interim bill will be on account of the final costs in that matter and we will not therefore be limited as to the eventual amount of costs charged for the period stated on any such interim invoice.
- From time to time, however, we will also be entitled to raise what will be headed an ‘interim statute bill’. This will be different to the interim invoices described above in that the charges stated will be final for the period in question and will not be capable of being subject to any addition or amendment on our part at any later stage. We will also therefore be entitled to commence recovery procedures in the event that any such bill remains unpaid. If you are unhappy with any interim statute bill you are entitled to request an assessment from the courts under part III of the Solicitors Act 1974. In these circumstances we are entitled to charge interest for any sums that are or remain unpaid. There are strict time limits for this process and you may wish to seek independent legal advice.
- We may also render additional bills to cover disbursements which we have incurred in dealing with your instructions.

Final invoices

- Once the matter is concluded we will render a final invoice for all outstanding fees, disbursements and VAT, excluding any charges already included in interim invoices. Sometimes, the final invoice will include an allowance for concluding work that will be necessary to close your file after the legal transaction is completed, but this will be explained to you.

Money due to you

- Any money due to you will be paid by cheque or bank transfer: it will not be paid in cash or to a third party.

Value Added Tax

- This firm is registered for VAT under VAT number 354130725. We will therefore be required to add VAT to our charges at the rate in force at the time to fixed prices, estimates and invoices. VAT may also be added to some disbursements. You agree that you will pay any VAT due on our invoices.

Work

- In the event that either you or we decide to end our involvement on your case you will be liable to pay any charges and expenses that are already outstanding, and for the work done up to that point which has not been billed. Our fees will be calculated on an hourly rate basis plus expenses, or by proportion of an agreed fixed fee if that is the basis on which we are acting for you.
- If work which we have undertaken for you does not proceed to a conclusion, we will charge only for work done up to the point where the matter proves abortive and for any disbursements paid on your behalf.
- In the case of fixed fee work, charges will not exceed the fixed fee or, if we have agreed fixed fees in relation to stages of work, the charges will not exceed the fixed fees up to the end of the stage that we are involved in at that time.
- If we are acting for you on a Conditional Fee Agreement basis or other similar agreement, the agreement will set out in detail the basis upon which you or we may decide that we will no longer act for you and how that affects your liability to pay this firm's outstanding charges and expenses.

Payment of invoices

- All invoices must be settled within 14 days of the date of invoice. We reserve the right to charge interest on outstanding accounts (calculated daily from 14 days after the invoice date to the date of payment) at the rate payable on judgment debts (currently eight per cent) or, where a client is a business, the rate allowed under the Late Payment of Commercial Debts (Interest) Act 1998. Where we are holding money due to you, e.g. where we have recovered monies from a third party on your behalf, fees and disbursements due to us and VAT (where applicable) will be deducted and the balance paid to you.
- In the event of payment not being made within these terms, we reserve the right to suspend work on your file where the account is unpaid and on any other matters being dealt with for you and, ultimately, to decline to represent you further. In those circumstances, final invoices will be rendered for work on all matters calculated to that date. In all cases, while there is money owing to us for payment of our charges or expenses we will be entitled to keep all papers and documents until all invoices are paid.

Cleared funds

- Where money is to be paid to a third party you should allow ten working days for any cheques deposited with us by you (or anyone on your behalf) to clear to enable us to make such payments.

Our costs of recovering our fees or enforcing any term of this agreement

- If we issue legal proceedings to recover any of our costs and or expenses from you, you agree that you will be liable for and that we will be able to recover from you, our full costs of doing so (whether those costs are incurred by us, or by a third party instructed by us) on a full indemnity basis.
- You shall also be liable to us for all legal and other costs (on a full indemnity basis) incurred by us in enforcing any provision of this agreement or recovering any sum due thereunder.

Transmission of funds

- In many cases it will be quicker, more convenient or necessary to transmit and receive funds electronically by telegraphic transfer or CHAPS. When we transmit funds by telegraphic transfer or by CHAPS on your behalf we will pass any bank imposed charges for this service on to you. When we charge these on to you, we are obliged to charge VAT on the same.

Cybercrime Alert: Bank Details

- **PLEASE BE AWARE THAT THERE IS A SIGNIFICANT RISK POSED BY CYBER FRAUD, SPECIFICALLY AFFECTING EMAIL ACCOUNTS AND BANK ACCOUNT DETAILS. PLEASE NOTE THAT OUR BANK ACCOUNT DETAILS WILL NOT CHANGE DURING THE COURSE OF A TRANSACTION, AND WE WILL NOT CHANGE OUR BANK DETAILS VIA EMAIL. PLEASE BE CAREFUL TO CHECK ACCOUNT DETAILS WITH US IN PERSON IF IN ANY DOUBT. WE WILL NOT ACCEPT RESPONSIBILITY IF YOU TRANSFER MONEY INTO AN INCORRECT ACCOUNT.**

Bank interest

- Bank interest rates are extremely low at the present time. Our policy on the payment of interest in relation to money that we hold on your behalf is to only account to you for all sums earned if the total exceeds £100. Below this sum we will retain any such sums earned without accounting to you for them. We believe that this policy is fair and reasonable, and we keep it under continual review in the light of changing interest rates in particular.
- When we are in receipt of large amounts of money we may place such funds on specific deposit, in which case you will receive all the interest received. General payments of interest are made without deduction of tax but tax is deducted at source on specific deposits.
- Please note that the rates of interest that we might earn on your behalf are likely to be lower than you might otherwise obtain since we need to have instant access to all such funds.

If you are unhappy about our service or a bill

- We are committed to providing high quality legal advice and client care. If you are unhappy about any aspect of the service you have received or about the bill, please contact Helen Forster at our office on 01937 547061 or by email to helen.forster@htf-legal.co.uk. We have a procedure in place which details how we handle complaints which is available upon request and on our website. We have eight weeks to consider your complaint. If we have not resolved it within this time you may complain to the Legal Ombudsman. Contact details for the Legal Ombudsman and details of the time limits for making a complaint can be found at <http://www.legalombudsman.org.uk>. For further information, you should contact the Legal Ombudsman.
- If you are not satisfied with our handling of your complaint you can ask the Legal Ombudsman to consider the complaint. Normally, you will need to bring a complaint to the Legal Ombudsman within six months of receiving a final written response from us about your complaint or within six years of the act or omission

about which you are complaining occurring (or if outside of this period, within three years of when you should reasonably have been aware of it).

- If you are unhappy with any bill you may also be entitled to request an assessment from the courts under part III of the Solicitors Act 1974. In these circumstances we are entitled to charge interest for any sums that are or remain unpaid. There are strict time limits for this process and you may wish to seek independent legal advice.
- Where you are acting as a consumer (as opposed to a business client), the Consumer Rights Act 2015 will apply to the contract between us from 1 October 2015.

GENERAL DATA PROTECTION REGULATIONS (“GDPR”)

How we process your Personal Data

- The GDPR is designed to shift the balance of power in relation to the ownership and use of identifiable individual's personal data (Personal Data) back to the individual. It is not designed to prevent the use of Personal Data, but to ensure that it is only processed for lawful purposes.
- We are committed to ensuring that where we process Personal Data, it is processed lawfully in accordance with the GDPR. How we do this is set out in detail in our Privacy Notice which can be accessed on our website at www.legalstudio.co.uk/privacy
- We process Personal Data in a number of ways depending on the nature of your instruction and/or our relationship with you.
- We consider that these break down into three broad categories:
 1. Retainer Personal Data regarding you and other entities which may include individuals;
 2. “Processor” Personal Data, where you are acting as the Data Controller and passing us data including Personal Data for processing on your behalf; and
 3. “Marketing Personal Data” where we have obtained or retained Personal Data about you and we wish to stay in touch with you.
- In categories 1 and 2 above, we generally rely on the principle set out in Article 6(b) - contract, to establish a basis for lawful processing.
- In category 3 above, we generally rely on the principle set out in Article 6(f) - legitimate interests, to establish a basis for lawful processing unless you ask us not to contact you in this way.
- In relation to the processing of Personal Data to which Article 28 applies, we will only process data in accordance with Article 28 as set out in Appendix 1 towards the end of these Terms.

Client Due-Diligence and Money Laundering Regulations

- The law requires solicitors to get satisfactory evidence of the identity of their clients and sometimes people related to them. This is because solicitors who deal with money and property on behalf of their client can be used by criminals wanting to launder money. To comply with the law, we need to get evidence of your identity as soon as possible. Our practice is to view and copy the original or obtain a certified copy of (i) your photo driving licence or passport; and (ii) a recent utility bill or bank statement with your current address. Where we act for companies we require the above in respect of at least one director.
- In addition to or as an alternative to the above, we also utilise the Anti Money Laundering (AML) service of Smartsearch of Mayfield House, Lower Railway Road, Ilkley Leeds LS29 8FL to undertake AML checks on individuals and businesses. Using this service requires us to supply Smartsearch with your name, address and date of birth and upon receipt of this information Smartsearch will undertake a “soft search” of a credit reference agency database and thereafter report to us. In instructing us to act for you, you acknowledge and consent to our use of your data in this respect.
- We are professionally and legally obliged to keep your affairs confidential. However, solicitors may be required by statute to make a disclosure to the National Crime Agency (or equivalent) where they know or suspect that a transaction may involve money laundering or terrorist financing. If we make a disclosure in relation to your matter, we will not be able to tell you that a disclosure has been made and we may have to stop working on your matter for a period of time and will not be able to tell you why.
- Processing your Personal Data for the purposes of the above is lawful under the GDPR because it is necessary for compliance with our legal obligations [Article 6.1(c)]. In addition, it is in our legitimate interests [Article 6.1(f)].

Limitation of liability

- Our liability to you for a breach of your instructions shall be limited to £3 million, unless agreed with you in writing. We will not be liable for any consequential, special, indirect or exemplary damages, costs or losses, or any damages, costs or losses attributable to lost profits or opportunities. We can only limit

our liability to the extent the law allows. In particular, we cannot limit our liability for death or personal injury caused by our negligence.^[1]^[SEP]Please ask if you would like us to explain any of the terms above. Any cover in excess of £3m will require top-up insurance to be obtained by us. You agree to advise us if you require a higher level of cover and we will approach insurers for your specific requirements. We may in such circumstances need to pay an increased premium and we reserve the right to make a charge for the same but any such charge would be notified to you and would need to be agreed by you in advance.

Electronic billing

- We may issue bills electronically rather than by post, with your prior agreement. The provision of an email address by you is taken as prior agreement unless you either strike out this clause or specifically inform us in writing.

Limitations and conditions

- There are certain situations in which our and your ability to run the case is subject to limitations and conditions. Typically this would be where you have taken out After the Event Insurance or are using Third Party Funding. Where this is the case, the ATE insurer or Third Party funder will often require a higher level of input from Counsel in terms of advice and advocacy. We may not be able to proceed to the next stage in an action until such input is provided.

Cash

- Our practice's policy is not to accept cash from clients. If you try to avoid this policy by depositing cash directly with our bank, we may decide to charge you for any additional checks we decide are necessary to prove the source of the funds.^[1]^[SEP]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.

Document retention

- It is the firm's policy to retain files for six years after the conclusion of a matter after which time the files will usually be destroyed.
- In some cases files will be retained for longer periods. We will ensure that you are provided with details of our policy on closure of your matter.

Agreement and authorisation

- Unless otherwise agreed, these Terms and Conditions of Business shall apply to any future instructions given by you to this firm.
- Your continuing instructions in this matter will amount to an acceptance of these Terms and Conditions of Business, but it would be helpful if you would sign, date and return a copy to us in the envelope supplied. In certain circumstances, it may not be possible for us to start or continue work on your behalf until a copy of these Terms and Conditions has been returned to us.

APPENDIX 1: GDPR - Article 28 Provisions

Where a data processor (which may be You and/or Legal Studio) is processing data on behalf of a controller (which may be You and/or Legal Studio) for the purposes of Article 28 of the GDPR, the following provisions will be incorporated into the retainer and will be binding on the processor with regard to the controller

1. You and HTF Legal Limited will comply with all applicable requirements of the GDPR.
2. Data Controller and Data Processor have the meanings as defined in the GDPR.
3. The Data Controller will ensure that it has a lawful basis to enable lawful transfer of the Personal Data to the Data Processor for the duration and purposes of this agreement.
4. The Data Processor shall, in relation to any Personal Data processed in connection with the performance by The Data Processor of its obligations under this agreement:
 - (a) process that Personal Data only on the Data Controller's instructions (which shall be taken to be these standard terms and any other specific written instructions) unless required by the laws of any member of the European Union or by the laws of the European Union to process Personal Data (Applicable Laws) in which case the Data Processor shall promptly notify the Data Controller of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the said notification;

- (b) ensure that it has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- (c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
- (d) not transfer any Personal Data outside of the European Economic Area unless the following conditions are fulfilled:
- (i) appropriate safeguards in relation to the transfer have been provided;
 - (ii) the data subject has enforceable rights and effective legal remedies;
 - (iii) Any third party service provider complies with its obligations under the GDPR by providing an adequate level of protection to any Personal Data that is transferred; and
 - (iv) Any third party service provider complies with reasonable instructions notified to it in advance with respect to the processing of the Personal Data;
- (e) The Data Processor shall assist the Data Controller in responding to any request from a Data Subject and in ensuring compliance with our obligations under the GDPR with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (f) The Data Processor shall notify the Data Controller without undue delay on becoming aware of a Personal Data breach;
- (g) The Data Processor shall at the Data Controller's written direction delete or return Personal Data and copies thereof to the Data Controller on termination of the agreement unless required by Applicable Law or contractual necessity or this retainer or some other lawful basis to store the Personal Data; and
- (h) The Data Processor shall maintain complete and accurate records and information to demonstrate their compliance with this clause and allow for audits (upon reasonable notice) by the Data Controller or its auditor if required.
5. HTF Legal Limited acknowledges that you do not consent to our appointing any third-party processor of Personal Data under this agreement except where such third-party processor has (before any processing is undertaken) entered into a written agreement incorporating terms which are substantially similar to those set out in this clause.
 6. The third parties which Legal Studio may appoint or contract with and to whom Personal Data may be passed include (without limitation) the following:
 - Third party software suppliers offering cloud or internet-based services involving data, software, finances, accounting and storage including: Clio, One Drive, Office 365, Bitdefender, The Law Factory, Smartsearch, Mailchimp, Google analytics, Exclaimer Cloud, Twitter, Linked-in, Instagram, Facebook, and other approved HTF Legal Limited processors as may be approved by us or identified to you from time to time.
 - Other third parties involved in assisting us with or delivering our services including: Barristers, Experts, Enquiry Agents, and other retained solicitors
 7. HTF Legal Limited may, at any time on seven days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming party of an applicable certification scheme (which shall apply when replaced by attachment to this agreement or on the issue of a revised agreement).
 8. For further details about GDPR and how we process Personal Data, please contact our Data Protection Officer – Helen Forster at dpo@htf-legal.co.uk or on 01937 547061.

NOTICE OF RIGHT TO CANCEL

THE CONSUMER CONTRACTS (INFORMATION, CANCELLATION AND ADDITIONAL CHARGES) REGULATIONS 2013

- You have the right to cancel this contract within 14 days without giving reason. This is called “the

cancellation period”.

- To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement (eg: a letter sent by post, a fax or an e mail).
- You may use the below model Cancellation Form, but you do not have to.
- 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.

Effects of Cancellation:

- If you have asked us to begin performance of services during the cancellation period, and we have done work, and you then cancel the contract within the cancellation period, you will have to pay us for any work done , up to the time when you communicated your cancellation of the contract to us.

✂.....

CANCELLATION FORM

To: HTF LEGAL LIMITED, PARKHILL BUSINESS CENTRE, WALTON ROAD, WETHERBY LS22 5DZ

I / We [*] hereby give notice that I / We [*] cancel my / our [*] contract for the supply of legal services.

Name:

Address:

Signature:

Date:

[*] Delete as appropriate.

You can return this form either by post to **HTF LEGAL LIMITED, Parkhill Business Centre, Walton Road, Wetherby LS22 5DZ**, or by Email to helen.forster@htf-legal.co.uk