Wilsons
Solicitors

Client Terms of Business

October 2026

Salisbury

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Salisbury
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London

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London
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wilsonsllp.com

1. Engagement terms

1.1. We will send you written engagement terms specifying information relevant to your individual matter, the scope of work required and basis of our charges. Those engagement terms will specifically incorporate these Terms of Business.

1.2. You will be asked to sign and return a copy of the engagement terms to confirm your agreement to the terms of our retainer. In the event of you instructing us to take any action or give any advice having received our written engagement terms but not having signed and returned the copy, you will be deemed by instructing us to have accepted our engagement terms and will be bound by them.

2. Wilsons Solicitors LLP

2.1. In these terms of business 'we' or 'our' or 'us' or 'the firm' refers to Wilsons Solicitors ('the LLP') a limited liability partnership incorporated in England and Wales with registered number OC328787 having its registered office at Alexandra House, St Johns Street, Salisbury, SP1 2SB. The LLP is authorised and regulated by the Solicitors Regulation Authority ("SRA") under Registration number 00466564, and is subject to the SRA Code of Conduct. Our VAT number is 188595789.

2.2. A list of the members of the LLP is available at the above address, together with a list of those individuals who are not members of the LLP but who are designated as partners. We use the term 'partner' to refer to a member of the LLP or an employee or consultant with equivalent standing or qualifications.

3. Application of terms

3.1. Subject to any variations specifically agreed in writing, when accepting your instructions these terms shall apply to all advice given to, and work undertaken by, the partners and staff of the LLP for each of our clients ('you').

3.2. Any business conducted with us is solely with the LLP and the LLP has sole legal liability for the work done for you and for any act or omission in the course of that work. No member, partner, principal, employee, associate or consultant of the LLP will have any personal liability for work undertaken for you. If a member, partner, principal, employee, associate, or consultant signs in his or her own name any letter or other document in the course of carrying out that work it does not mean he or she is assuming any personal legal liability for that letter or document.

3.3. These terms contain a provision which limits our liability to £40million.

4. Our service to you

4.1. We will exercise due skill, care and diligence in carrying out legal work in accordance with your instructions. In performing our services, we shall use reasonable care to:

- Represent your interests, and keep your business confidential;
- Explain to you the legal work which may be required and the prospects of a successful outcome;

- Explain the likely degree of any financial risk in relation to legal costs which you will be taking;
- Inform you regularly of progress or, if there is none, let you know when you are likely to hear from us;
- Deal promptly with your queries.

4.2. We will provide details of the person responsible for the day to day conduct of your matter, and the person responsible for its overall supervision. Our normal opening hours are from 9.00am to 5.00pm but individual fee-earners may advise you directly of their availability and how to contact them outside of those hours.

4.3. Advice on commercial/financial wisdom, and tax advice

Our role is to provide legal advice. We will not provide advice on the commercial or financial wisdom of any matter, or advice on tax matters, unless we have specifically agreed in writing to do so.

4.4. Property issues

Where we are acting for you in relation to a property transaction, it will not be our responsibility to carry out a physical inspection of the property. It is your responsibility to inform us of any discrepancies between the documents and plans relating to the transaction and the situation on the ground. We shall not advise you on the valuation of the property or the suitability of the mortgage or any other financial arrangement. We shall not advise generally on environmental liabilities and we shall assume, unless you tell us to the contrary, that you are making your own arrangements for any appropriate environmental surveyor investigation.

5. Your responsibilities as a client

You are responsible for:

- Providing us with clear, timely and accurate instructions;
- Providing all documentation required in a timely manner;
- Safeguarding any documents which are likely to be required for disclosure;
- Paying our fees and expenses in accordance with these Terms and the engagement letter;
- Providing us with all necessary information to enable us to comply with the Money Laundering Regulations.

6. Conduct towards our staff

6.1. We are committed to providing a safe, respectful and professional working environment for everyone at Wilsons, including employees, consultants and equity partners (collectively referred to as ‘staff’ in this section).

6.2. We operate a zero-tolerance approach to harassment, sexual harassment, bullying, intimidation, discriminatory conduct, abusive behaviour or any other unacceptable treatment of our staff by clients, visitors, suppliers, contractors,

professional contacts or other third parties. We expect everyone who deals with us to treat our staff with courtesy, dignity and respect at all times, whether interactions take place in person, by telephone, by email, online, through social media, at events or in any other work-related setting.

6.3. If we consider that a client or third party has behaved in a way that is inappropriate or inconsistent with these expectations, we may take such action as we consider reasonable and appropriate in the circumstances. This may include asking the individual to stop the behaviour, restricting the way in which they communicate with or access our staff, requiring contact to be handled by another person or by a different method, declining to attend meetings or events, ending an engagement or relationship, or taking any other steps necessary to protect our staff and comply with our legal and regulatory obligations.

7. Limitation of liability

7.1. No claims to be made against individual partners and employees of the firm

Subject to clause 7.9, no partner or member of staff of the LLP will have any personal liability for work undertaken for you. You agree not to bring any claim personally against any individual partner or member of staff in respect of any loss which you suffer or incur, directly or indirectly, in connection with our services. This will not limit the LLP's own liability for its acts or omissions. This provision is intended to benefit such partners and members of staff, who may enforce this clause pursuant to the Contracts (Rights of Third Parties) Act 1999.

7.2. Liability to persons who are not the client of the LLP

Subject to clause 7.9 we shall have no liability to any parties except you and any third parties to whom our advice is expressly addressed.

7.3. Insurance

The LLP has put in place Professional Indemnity Insurance, details of which are available on our website under the heading "Regulation".

7.4. Liability limited to £40million

7.4.1. Subject to clause 7.9, our liability for losses arising out of, or in connection with, our retainer (including legal costs you incur in pursuing recovery of the losses, and including interest) shall be limited to the sum of £40million in respect of any claim against us.

7.4.2. In defining what a claim is for the purposes of this clause, all claims against us arising from one act or omission, one series of related acts or omissions, the same act or omission in a series of related matters or transactions, similar acts or omissions in a series of related matters or transactions, and all claims against us arising from one matter or transaction, shall be regarded as one claim.

7.5. Proportionate liability

Subject to clause 7.9, if we are jointly, or jointly and severally, liable to you with any other party we shall only be liable to pay you the proportion of your losses which is found to be fair and reasonably due to our fault. We shall not be liable to pay you the proportion which is fairly and reasonably due to the fault of another party.

7.6. Effect of limitation or exclusion of liability you agree with another person

We could be affected by any limitation or exclusion of liability which you agree with another of your advisers or any other third party in connection with a matter on which we are acting for you. This is because such a limitation or exclusion of liability might also operate to limit the amount which we could recover from that other person, (for example by way of contribution) or restrict the amount of damages that you might recover from them directly. Subject to clause 7.9, you agree that we shall not be liable to you for any increased amount thereby payable by us, or for an amount which we would have been entitled to recover from another of your advisers or other third party by way of indemnity, contribution or otherwise, but are unable to recover because of that limitation or exclusion of liability which you have agreed with that adviser or third party.

7.7. Making a claim against another person who is or may be liable

Subject to clause 7.9, if there is another adviser or person who is liable (or potentially liable) to you in respect of the same loss as you claim from us then you will at our request join that person in any proceedings brought against us as soon as reasonably practicable following our request. This is subject to any legal prohibition against your joining them in that way.

7.8. Complying with our obligations under statutory obligations and the money laundering legislation

Subject to clause 7.9 we shall not be liable for any loss arising from or connected with our compliance with any statutory obligation which we may have, or reasonable belief we may have, to report matters to the relevant authorities under the provisions of the money laundering legislation.

7.9. Qualification to limitation of liability

Nothing in these Terms excludes or restricts liability for:

7.9.1. Death or personal injury caused by breach of duty;

7.9.2. Losses caused by the fraud, dishonesty, wilful default or reckless disregard of professional obligations committed by any partner or member of staff within the course of practice or from liabilities which cannot be limited or excluded by law or by rules of professional conduct in force from time to time;

7.9.3. Losses caused when acting for you in a 'contentious business agreement' within the meaning of section 87 of the Solicitors Act 1974.

7.10. Reasonableness of limit

We believe the limitations on our liability we have set out are reasonable having regard to the availability and cost of professional indemnity insurance and possible changes in its availability and cost in the future but should you consider them inappropriate we invite you to discuss the limits with us and we will then investigate the options for you, including the option of providing further cover at additional cost.

8. Fee structure

8.1. We will discuss with you at the commencement of your matter how your instructions will be funded and where appropriate how you intend to pay our fees. The basis upon which it has been agreed that we will charge you will be confirmed in writing.

8.2. Any work conducted outside of the agreed fee structure will be charged on a quantum meruit basis.

8.3. There are four bases of charge which may be referred to in our engagement terms. They are "Fixed Fee", "Time Basis", "Standard Basis" and "Agreed Fee".

8.4. Fixed fee

This will either be a stated fixed amount or will be calculated by reference to a percentage of an ascertainable sum (for instance the sale price of a property). This fee is payable at the conclusion of the matter or an agreed stage being reached. All conveyancing fixed fees are payable at completion of the transaction and prior to registration formalities unless otherwise agreed.

8.5. Time basis

Our charge will be calculated by reference to all time spent by individual fee-earners on the matter. This will include meeting you and where appropriate others, considering, preparing and working on papers, correspondence, making and receiving telephone calls, research, internal consultations and travelling. Such time is recorded and charged in six minute units at the hourly rates applicable to the relevant individual conducting the work. Where less than six minutes is taken on a matter, a full unit of six minutes will be charged. You will be notified by letter of the rates chargeable by fee-earners dealing with your matter. These rates are exclusive of VAT. Charging rates will be reviewed from time to time and you will be notified of any changes as soon as reasonably possible.

8.6. Standard Basis

This will be a fee which is fair and reasonable in all the circumstances of the matter as recognised by the relevant regulatory legislation or guidance. The main element in any such calculation is likely to be the amount of time spent by our partners and professional staff in dealing with the matter. Other factors relevant to the calculation of a Standard Basis fee include but are not limited to the complexity of the matter, the value of the assets involved, the degree of responsibility undertaken by us, the place where the work is performed, the investment in IT programmes utilised, the level of office support services utilised, and the urgency of the matter.

8.7. Agreed fee

An agreed fee is a fee that cannot be varied upwards and is payable whether or not the work is completed.

8.8. Estimates

Unless you are being charged on a fixed fee or agreed fee basis, any indication of fees is an estimate only (whether stated to be an estimate or quotation). Any fixed fee or estimate will only apply to the work covered by your initial instructions and we reserve the right to vary the estimate or our fee if the scope or nature of those instructions changes. Whilst we will endeavour to ensure that estimates are as

accurate as possible the actual fees that are incurred will be subject to factors outside our control and you should therefore treat any estimate as a guide only. We cannot guarantee that the final charge will not exceed the estimate. We will be entitled to charge for all time spent even if it transpires that our estimates understate the level of fees properly incurred in the matter. We will let you know if our initial estimate is likely to be exceeded and provide an updated estimate at the same time.

8.9. Upper limits

You are entitled to set an upper limit on the firm's costs, which may be reached without further authority. Fees in excess of that limit may only be incurred with your specific further authority.

8.10. Costs updates

On all matters that are being charged upon a standard basis or time basis, we will, at intervals of no longer than every 6 months, update you as to the current costs position.

8.11. Contingency fees

Unless expressly agreed otherwise, no work is undertaken on a contingent basis and with the exception of fixed fees our fees are payable in full whether or not the proposed matter is completed.

8.12. Publicly funded work

We do not undertake work which is publicly funded. Should it appear to us that any work that you may instruct us to undertake is eligible for public funding, we will advise you of this and the implications thereof.

8.13. Legal expenses insurance

8.13.1. Insurance policies, credit cards and other financial and employment related products often provide as part of the product legal expenses insurance cover. The terms of the cover will vary but may include cover for part or all of your own legal fees. They will often cover you against you opponent's legal fees in the event that you agree or are ordered to pay them.

8.13.2. The terms of the policies normally include strict reporting requirements particularly with regard to early notification of the matter on which you require assistance. You may be denied cover if you do not make a claim at the outset of the matter. It may therefore important if you intend to rely on legal expenses insurance that you identify its existence and make a decision as to whether or not you intend to rely upon it as soon as possible.

8.13.3. It is your responsibility to clarify whether or not you have the benefit of legal expenses insurance and if so then to advise us of this fact. You should check your household and other insurance policies, credit cards, other financial products and employment related schemes to see if they provide cover for our fees and notify us if applicable. In all such instances where you advise us that you have cover from a third party, we shall consider the terms of the cover and advise you

whether we are prepared to continue our retainer on the basis of third party cover.

8.13.4. Should it be appropriate for you to take out such cover, you will be specifically advised of this need.

8.14. Expenses and disbursements

8.14.1. We shall be entitled to charge a fee for:

- Any telegraphic transfers at £30 per transaction;
- Photocopying (routine as well as exceptional);
- Scanning and faxing;
- Any 'Faster Payment' transaction at £10;
- Electronic document signing.

8.14.2. We will also charge separately for sums incurred or to be incurred by us on your behalf ('disbursements') such as company and property search fees, land registry and court fees, the fees of counsel and experts, travel expenses, courier fees and computer search fees.

8.14.3. Unless agreed otherwise we will expect all disbursements to be paid in advance. At the outset of a matter we will advise you of the disbursements that are likely to be incurred and their likely timescale. Should you fail to pay disbursements when requested, we shall be entitled to determine the retainer with immediate effect.

8.14.4. You will be responsible for the payment of all stamp duty and other taxes arising in respect of your transactions.

8.15. VAT

All fees and expenses are exclusive of VAT which will be charged where applicable at the appropriate rate.

9. Payments on account of fees, delivery of invoices, payment of fees, and interest on unpaid fees

9.1. Payment on account of fees

9.1.1. In some circumstances, particularly litigation matters, we may request a payment on account of our fees, expenses and disbursements. If a payment is requested, we reserve the right not to act or continue acting for you until payment has been made.

9.1.2. In litigation matters we may give you notice, usually not less than 28 days before any hearing, requiring the estimated total costs of that hearing to be paid to us 14 days before the hearing. If we receive less than 28 days' notification of the hearing, we may give you notice within 7 days of receiving the notification, requiring you to put us in funds for the estimated total costs of that hearing within 3 days or before the hearing if sooner. If the required payment is not paid we

may immediately cease acting for you on that matter and any other matters on which we are then acting.

9.1.3. In property or other asset purchases we usually ask you to provide us with cleared funds sufficient to pay all fees and other sums due to us prior to completion.

9.1.4. All payments on account will be held in our Client Account, pending delivery of an invoice.

9.2. Delivery of invoices

9.2.1. Invoices relating to fixed and agreed fees will be delivered when they are due for payment.

9.2.2. In all other types of work we are entitled to deliver invoices from time to time for all work carried out to the date specified in the bill. Such bills are 'statutory bills', upon which we are entitled to sue in default of payment. The interval between bills will in most circumstances be between one and three months. An invoice will also be sent at the conclusion of all matters.

9.2.3. Our invoices are payable on delivery. If email is the normal method of communication between us, sending an invoice by email will constitute valid delivery of that invoice.

9.2.4. In the event of any invoice not being paid on delivery we shall be entitled not to undertake any further work on your behalf until the invoice is paid in full. If the invoice remains outstanding for 28 days we shall be entitled to terminate the retainer and/or charge interest as specified below.

9.3. Payment of fees

9.3.1. Payment of our charges may be made by cheque, BACS money transfer, banker's draft, credit or debit card (not American Express). We cannot accept any payment in cash above £25 in respect of our fees or for any other purpose

9.3.2. You agree where money is held in our client account on your behalf or on behalf of a trust, that when we send a bill to you or the authorised trustee(s) for work that has been done we are entitled as soon as the bill is delivered to transfer sufficient monies to settle the bill from our Client Account to the firm's office account. You further agree that we may make such transfers even where the bill is disputed on the basis that we will immediately re-credit the client account with any monies found by our complaints department or other proper authority to be in excess of the sums that are properly payable under the bill.

9.3.3. In the event of monies being paid to the credit of your client account when there are outstanding fees or other sums due to us, you agree and authorise us to forthwith transfer funds equivalent to the amount of the debt due to us from your client account to the credit of our office account and thereby discharge your debt. If the funds held are less than the full amount of the debt, then you agree to us

transferring to our office account the entirety of the funds on your client account in part settlement of the debt.

9.4. Interest payable on overdue fees

We will charge interest on any amount remaining overdue by 28 days or more. Failure to pay invoices in accordance with our terms of business is analogous to an unauthorised overdraft. Accordingly the rate of interest we will charge on overdue amounts is 15% per annum with interest compounded on each quarter date. We may at our absolute discretion discount the interest rate in individual cases. Such discount will only apply if you receive written notification thereof.

9.5. Objecting to our bill

If you object to any bill you are entitled to apply to the court for an assessment of the bill under Part III of the Solicitors Act 1974

10. Lien

10.1. Without prejudice to any other rights or remedies we may have we shall have a general and particular lien (a right to retain documents or other items) over any of your property coming into our possession or under our control as security for all amounts and liabilities of whatever sort due or becoming due to us from you. The lien may be enforced by sale by auction or private treaty of all or any part of your property in our possession.

10.2. If for any reason we permit you or any other person to have possession or use of any property subject to the above lien, it shall be held at all time subject to that lien and shall be returned to us immediately upon request.

11. Interest on money we hold on your behalf

11.1. We will hold any money we receive on your behalf in our client account. We will account to you for interest in accordance with Rule 7 of the SRA Standards and Accounts Rules2019. A copy of our policy relating to the payment of interest can be found on our website (www.wilsonsllp.com) at the bottom of the home page under the 'Regulation' tab, or we can provide a copy on request.

11.2. In certain circumstances we are required by law to provide information to HM Revenue & Customs in connection with interest paid to you on money we hold on your behalf.

12. Banking

We have no expertise in relation to fitness for purpose or solvency of any bank. We assume that any bank licensed to operate by the appropriate statutory authority in the jurisdiction in which it operates will be able to honour its obligations. Accordingly we will have no liability to you in the event of the bank at which the LLP's client account is held or any bank to whom we pay money to on your behalf becoming insolvent or being unable to meet its obligations. In such an event you may be eligible for limited compensation from the Financial Services Compensation Scheme ("FSCS"). In the event of our client account holder's collapse we will seek your consent to disclose your details to the FSCS for the purposes of making a claim on your behalf.

13. E-mail communication

13.1. We are constantly reviewing and upgrading our e-mail technology to ensure that we can communicate with you as effectively as possible by e-mail with the minimum risk of virus infection. However, e-mail carries some inherent risks, namely potential lack of security and lack of authenticity. Further, where sender and recipient use different internet service providers, there can be no guarantee of prompt transmission and incompatibility may also create delivery problems. Notwithstanding these potential problems, the vast majority of e-mail communication is secure and prompt. We are nevertheless required to advise you of these potential risks.

13.2. If you ask us to communicate by e-mail or send us an e-mail, you will be deemed to have accepted the inherent risks in e-mail communication and we shall have no liability for any losses arising from such risks.

14. Avoiding scams

14.1. We are generally required to monitor the risks to money and assets entrusted to us by our clients and to take steps to address issues identified. Whilst we always attempt to do so, it is important that you also make yourself aware of the risks posed by scammers, the dangers of social engineering and of IT manipulation used to steal data. In particular please ensure that you take steps to protect your data, and e-mail and bank account details.

14.2. Law firms holding client money are a target for scammers. Of particular concern are the attempts made by fraudsters to divert funds either from the law firm or the client by intercepting e-mail traffic and impersonating either the client or the law firm. Whilst the chances of this happening are slight the consequences are often significant.

14.3. For that reason it is important that you note that we will only ever provide this firm's client account details in writing and usually only then by letter sent by post. It is also extremely unlikely that we will change our client account details and will never do so at short notice. If you are provided with our client account details by telephone or e-mail or if you receive notification that our account details have changed you must always call the person with conduct of your matter to confirm the account details before transferring money to us.

14.4. We will also normally request that you provide details of your own account by post and will normally ask for a bank account statement to prove that you hold that account. If you change the account into which any of your funds are to be paid part way through your matter we will normally ask you to attend the office with a bank account statement for the new account before agreeing to transfer funds to that account.

15. Terrorism Act 2000, Proceeds of Crime Act 2002, and Money Laundering Regulations 2017

15.1. Our obligations:-

15.1.1. By virtue of the legislation and regulations we are required to:

- verify your identity on the basis of documents, data or information from a reliable and independent source;

- identify any person who is classified by the regulations as a 'beneficial owner' and take reasonable measures to verify any beneficial owners identity, to include taking reasonable measures to understand the ownership and control structure of any individual, trust, company, foundation, charity or similar arrangement;

- obtain information on the proposed and intended nature of the retainer and business relationship and so far as it is reasonable satisfy ourselves that the funds which relate to the matter we are instructed upon are legitimate;

- continue to monitor the transaction and keep identity information up to date;

- report to the relevant authority if we have any knowledge or suspicion that an offence under the above legislation or regulations may be or has been committed.

15.1.2. Failure by us to comply with these obligations may result in a criminal prosecution against us. To enable us to comply with our duties we may ask for evidence of identity and we may ask you detailed questions concerning the source of any relevant funds.

15.2. Electronic due diligence

We may make use of internet-based searches of extant databases to help ascertain your identity and any money laundering risks. Personal information and identification documentation that you provide may be disclosed to a credit reference agency, which may keep a record of that information. Unless you contact us after being advised how to access these terms to inform us that you object to the use of such searches it will be deemed that you consent to their use.

15.3. Reporting obligations

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 where they know or suspect that a transaction may involve money laundering or terrorist financing. If we have any concerns about the legitimacy of the funds or the legitimacy of the matter, we are obliged to either terminate the retainer or make a notification to the authorities. Such a disclosure is required under the legislation and is an exception to our normal duty of confidentiality. Accordingly we shall not be liable for any loss that you may suffer as a result of our complying with any statutory or regulatory provisions, even if it ultimately transpires that no offences were being committed.

15.4. Pooled client account

15.4.1. The anti-money laundering guidance which UK banks and other financial services firms must adhere to is issued by the Joint Money Laundering Steering Group (JMLSG). The JMLSG considers all clients with funds deposited in a law firm's pooled client account to be beneficial owners of that account.

15.4.2. The JMLSG does not require banks to routinely identify the beneficial owners of law firms' pooled client accounts, as they do with most other accounts they issue. Pooled client accounts are granted this

exemption on the proviso that this information is available on request. The LLP uses a pooled client account facility. To that extent we are required to advise you that we may need to pass on this information to our bank if it is requested by them. If you have any objection to us providing such information where requested then please let us know. If you do not specifically object we will assume that you have no objection.

15.5. Payments into and out of client account

15.5.1. Please also note that in accordance with the Solicitors Accounts Rules we must not accept funds into our client account unless we are acting for you on an underlying transaction and there is a reason to do so.

15.5.2. Where we are due to receive funds from you we will not provide details of our client account to enable you to do so until such time as we have concluded our Money Laundering enquiries. Those enquiries may involve asking you to let us know the source of those funds and provide details of the account from which they are being transferred. If there is some urgency to your matter it is therefore essential that you assist us to complete those enquiries as quickly as possible.

15.5.3. With regard to making payment generally it is the LLP's policy not to accept cash in excess of £25 for any purpose.

15.5.4. If you try to avoid this policy by depositing cash directly with our bank or transferring funds from a source other than that expected we may decide to charge you for any additional checks we decide are necessary to prove the source of funds. This may in turn delay your matter and could prevent exchange or completion of your matter.

15.5.5. We also ask you to note that any funds due to be paid to you will be paid by cheque or bank transfer at our discretion. We will not under any circumstances make payment in cash or to unconnected third parties.

16. Financial mediation and investment advice

16.1. We are members of the Law Society of England and Wales. The Law Society is a designated professional body for the purposes of the Financial Services Markets Act 2000.

16.2. Whilst we are not authorised by the Financial Conduct Authority we are by virtue of our membership of a designated professional body included on the register maintained by the Financial Conduct Authority. The Register can be accessed at www.fca.org.uk/register. This enables us to carry on insurance mediation activity, which broadly means advising on, arranging and the administration of insurance contracts. If, while we are acting for you, you need advice on investments, we may provide certain limited investment advice services where they are closely linked to the legal work we are doing for you.

16.3. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the Solicitors Regulation Authority. Further, the Legal Ombudsman handles complaints independently by virtue of the Legal Services Act 2007. If you are unhappy with any insurance advice you receive from us, you should raise your concerns with either of those bodies.

16.4. If while we are acting for you, you need advice on investments which falls outside of the scope of the advice detailed above, we may refer you to someone who is authorised to provide the necessary advice.

17. Use of our advice

You agree not to make our work available to third parties without our written permission.

18. Confidentiality

18.1. We will at all times keep your business confidential, subject to:

- Any disclosure obligations which may be imposed on us by law, such as the money laundering legislation;
- Regulatory requirements such as audit provisions under the Solicitors Accounts Rules;
- Quality audits undertaken by independent inspectors;
- Documents and information relevant to any claim or potential claim being supplied to our professional indemnity insurers in the event of our having to inform our insurers of any notifiable circumstances under the terms of our policy; and.
- the review of your files in a due diligence exercise relating to the sale or transfer of all or part of our business, the acquisition of another business by us or the acquisition of new business.

18.2. By accepting these terms you consent to disclosure of your files of papers in the above circumstances on the basis that the third parties involved will be required to maintain confidentiality in relation to your files.

18.3. In common with many law firms, we sometimes engage other companies or people to provide certain support functions and to provide secretarial, paralegal, clerical or administrative services on our files. We may also refer our files to counsel, an expert or a costs draftsman for specialist advice. We will always seek a confidentiality agreement with these outsourced providers. If you do not want your file to be outsourced, please tell us as soon as possible.

18.4. In property transactions, you authorise us to disclose to the other parties to the transaction and, if applicable, other parties in the chain of transactions, all information which we have in relation to your involvement in the transaction, including any related sale or mortgage, financial arrangements and desired dates for exchange and completion. You may withdraw this authority at any time, but if you do so we may be obliged to inform other parties that the authority has been withdrawn.

18.5. Where we are also acting for your lender in a transaction we have a duty to fully reveal to your lender all material facts which will include:

- Any differences between your mortgage application and information we receive during the transaction and
- Any cash back payments or discount schemes that a seller is giving you.

18.6. You agree to waive confidentiality in respect of your name, address and details of unpaid invoices in so far as such a waiver of confidentiality is necessary to enable the firm to charge its book debts or enter into any factoring agreements or instruct other solicitors to collect any debt.

19. Artificial Intelligence

19.1. We may use artificial intelligence ("AI") tools to support the delivery of our legal services. We use such tools responsibly and in accordance with our legal, regulatory and professional obligations, including duties of confidentiality and data protection. Appropriate safeguards and oversight are applied to ensure that your information is protected and that our services remain accurate and compliant.

19.2. In the event that you use your own AI tools to compile any recording, transcripts, or summaries, please note:

19.2.1. these will not be deemed binding against us unless we have had the opportunity to review them and confirm in writing the accuracy of such materials; and

19.2.2. the use of insecure AI tools in legal matters may result in the potential loss of confidentiality and waiver of privilege.

20. Termination

20.1. You may terminate your instructions by writing to us at any time.

20.2. The firm is entitled to determine its retainer for good reason, and without prejudice to the generality of the foregoing we shall be entitled to terminate our retainer if you instruct us to take any course of action which we advise is inappropriate, you decline to accept our advice, we consider that the potential outcome does not justify the expense being incurred or that it is not in your best interests for us to continue to act, you are in breach of your responsibilities under clause 5 above, you make unwarranted complaints about the firm or the level of service, or it is evident to us that the necessary mutual trust and confidence no longer subsists.

20.3. Further, we may terminate the retainer in the event of any of our accounts being outstanding for more than 28 days or as provided for in clause 9 above.

20.4. We will give you such notice as is reasonable in the circumstances to determine the retainer, but such notice shall be no longer than 28 days. We shall have no liability to undertake any work or actions on your behalf once the period of notice has terminated. We will release papers relating to your matter once all fees for which you have become liable have been paid by means of cleared funds.

21. Storage of papers and retention of data

21.1. We will be entitled to keep your papers whilst there is still money owed to us for fees and expenses. Once our bills have been paid and with the exception of those papers that you request to be returned to you, we will retain papers arising from our work for you in storage for a minimum of 6 years from the date on which our file is archived. At the end of that 6 year period those papers may be destroyed by us without reference to you. You should therefore

make special arrangements with us for any documents that you would like us to retain for a longer period of time and in particular to ensure the permanent retention of papers such as deeds and wills.

21.2. We will retain all electronic data for at least 7 years after which we will take all reasonable steps to destroy such data unless we are satisfied that there is good reason for retaining it. This provision may change without reference to you if there are changes to the relevant legislative or regulatory requirement.

21.3. You may instruct us to retain data for periods longer than those specified above at any time.

21.4. We may make a charge for the recovery, production, copying, delivery or reading of any wills deeds or other papers and for dealing with any correspondence in respect of papers held in storage.

21.5. The copyright in all documents prepared by us and our publications and practice notes is and shall remain our property.

22. Data protection

Please see our Privacy Statement for Clients and Privacy Statement for Website Users posted on our website.

23. Service quality/complaints

23.1. Internal complaints

23.1.1. We are committed to providing a professional, efficient, and courteous service to all our clients. If you feel that we have failed to achieve an acceptable standard of service, or if you have concerns regarding an invoice, you should let us know.

23.1.2. Making a complaint will not affect how we handle your matter.

23.1.3. If you have a complaint about the service we have provided, you should in the first instance contact the person dealing with the matter so that they can try to resolve any issues for you. This is usually the person named in the engagement letter we sent to you at the start of your matter.

23.1.4. If that person fails to resolve matters in a satisfactory manner, or you feel uncomfortable about making your complaint to the person dealing with the matter, then you should raise a formal complaint directly to our Client Service & Complaints Parter at ComplaintsandClaims@wilsonsllp.com, who will thereafter respond to your concerns.

23.1.5. A copy of our formal complaints procedure is available on our website (https://www.wilsonsllp.com/complaints-procedure) or upon request.

23.2. The Legal Ombudsman

23.2.1. You may be entitled to refer your concerns to the Legal Ombudsman if you are not satisfied with the outcome of our complaints

procedure. The Legal Ombudsman is an independent complaints body established under the Legal Services Act 2007 which deals with legal services complaints.

23.2.2. The Legal Ombudsman may be contacted at PO Box 6167, Slough SL1 0EH, on website www.legalombudsman.org.uk, by e-mail at enquiries@legalombudsman.org.uk and on telephone number 0300 555 0333.

23.2.3. Before accepting a complaint for investigation, the Legal Ombudsman will check that you have first tried to resolve your complaint with us.

23.2.4. The Legal Ombudsman's time limits for accepting a complaint are within one year of the date of the act/omission or within one year from when the complainant should have known about the complaint. Where you have been provided with full information about your right to make a complaint to the Legal Ombudsman then you must make your complaint to the Ombudsman within six months from the end of our complaints process.

23.3. Additional comments about complaints relating to our bills

23.3.1. Finally if you are dissatisfied with any bill I submit, in addition to the complaints procedure mentioned above, you can apply to the court for an assessment of the bill under Part III of the Solicitors Act 1974.

23.4. Reporting concerns to the Solicitors Regulation Authority ("SRA")

23.4.1. Wilsons Solicitors LLP is authorised and regulated by the SRA under Registration number 00466564, and is subject to the SRA Code of Conduct.

23.4.2. The SRA can help you if you are concerned about our behaviour. This could be for things like dishonesty, taking or losing your money or treating you unfairly because of your age, a disability or other characteristic.

23.4.3. If you have any concerns you may raise them with the SRA at http://www.sra.org.uk/consumers/problems/report-solicitor/

24. The Consumer Contracts Regulations 2013

Under the above regulations, for some matters, you may have the right to withdraw your instructions if our contract to provide you with legal services was concluded prior to meeting you, or made "off premises". This right to cancel without charge will subsist for 14 days after the contract was concluded. Notice of cancellation should be sent by email or fax to the person named in our engagement letter as being the person responsible for the matter.

25. Credit references

Before entering into a formal engagement with you we may obtain a report on your credit status from a regulated credit agency. In those circumstances we will obtain your consent prior to requesting the report. Once we have entered into an engagement with you, we may seek such a report if we deem it necessary for our

business interests. By agreeing to our terms of engagement you consent to us obtaining a report on your credit status should we need to do so.

26. Requests from third parties

If we receive requests for information from third parties duly authorised by you (such as accountants requesting information to complete an audit) we will charge on a time basis (subject to minimum charge below) for researching the information and supplying such information as we are able to provide and there will be a minimum charge of £100 exclusive of VAT.

27. Novation

We may transfer all rights and obligations under any contract with you to any successor to the firm in the context of its business in the event that such a successor, whether it be a partnership, limited liability partnership, or body corporate takes on the business of Wilsons Solicitors LLP. By continuing to instruct us having been notified of these Terms of Business you agree to the future novation of any contract you have with us in favour of the successor entity.

28. Third party rights

28.1. Except for clause 8.1 (no claims to be made against individual partner and employees of the firm) which is intended to benefit partners and members of staff, no person other than a contracting party may enforce any provisions of our engagement by virtue of the Contracts (Rights of Third Parties) Act 1999.

28.2. The firm and you or other contracting party may agree to rescind or vary the engagement terms without reference to any third party.

29. Severance of terms

If all or any part of any individual provision of the retainer between us and you is or becomes illegal, invalid or unenforceable in any respect then the remainder of the terms of the retainer will remain valid and enforceable.

30. Entire agreement

These terms and our engagement letter(s) form the entire agreement between us and you as to the terms of our appointment by you, to the exclusion of all other correspondence and discussion.

31. Governing law

This agreement is governed by English Law and by accepting these terms you submit to the exclusive jurisdiction of the English Courts.

32. Queries

If you have any queries with regard to these Terms and Conditions please ensure that you raise them with the person responsible for the conduct of your matter or the LLP's Risk & Best Practice Department.