



## McKeag & Co Solicitors Terms and Conditions of Business

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### 1 Introduction

These Terms and Conditions of Business and the accompanying letter of engagement set out our service standards and the terms of business **by** which we agree to act for you. If you have any questions about any of the information contained herein, please contact the person dealing with your case. By continuing to instruct this firm we shall be entitled to assume you have agreed to the terms and conditions set out here. For the purpose of these terms, "we" "our" "us" or "the firm" refers to McKeag & Co Solicitors. Unless otherwise agreed, and subject to the application of then current hourly rates, these terms and conditions of business shall apply to any future instructions given by you to the firm.

Your contract is with McKeag & Co Solicitors LLP. There is no contract between you and any Partner, employee or consultant of the firm. Any advice given to you (or other work done for you) by a Partner, employee or consultant of the firm is given (or done) by that person on behalf of the firm and not in his or her individual capacity and no such person assumes any personal responsibility to you for the advice or other work.

### 2 About McKeag & Co

McKeag & Co is a trading name of McKeag & Co Solicitors LLP, a Limited Liability Partnership registered in England and Wales (registered number OC398140). Our registered office is at 1-3 Lansdowne Terrace, Gosforth, Newcastle upon Tyne NE3 1HN.

We use the term 'Partner' to refer to a Member **or employee** of McKeag & Co Solicitors LLP who is a lawyer with equivalent standing and qualifications. A list of Members is available for inspection at our registered office. We are authorised and regulated by the Solicitors Regulation Authority (SRA) as McKeag & Co number 636733. The SRA Standards and Regulations set out the regulatory framework imposed on service providers such as **us**. Further information about the relevant Codes of Conduct are included on the SRA website [www.sra.org.uk](http://www.sra.org.uk).

The firm has Professional Indemnity Insurance in relation to claims arising from private legal practice carried on in England and Wales. Details of this can be provided by contacting our offices. Our VAT number is 280 1684 06

### 3 Service standards

We aim to offer all our clients quality legal advice with a personal service at a fair cost. As a start, we hope it is helpful to you to set out in this statement the basis on which we will provide our professional services. The firm sets the following standards:

- We will update you with progress on your matter. **The frequency of these updates will either be agreed with you before we begin working for you or as required by the nature of the work we are doing for you.**
- We will communicate with you in plain language
- We will explain to you the legal work required as your matter progresses
- We will update you on the cost of your matter, as appropriate
- 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
- 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

In return, we request that you accept the following responsibilities:

- To provide clear, accurate instructions to us at all times
- To respond to communications from us promptly and to attend arranged appointments
- To notify contact details, change of address, telephone numbers etc. promptly
- To discharge payments requested from you promptly

### 4 Hours of business

The normal hours of opening at our offices are between 9.00 am and 5.00 pm Monday - Friday. Appointments can be arranged at other times when this is essential.

### 5 People responsible for your work

The person responsible for dealing with your work and the person responsible for the overall supervision of the matter will be set out in the letter accompanying these Terms. We will try to avoid changing the people who handle your work but if this cannot be avoided, we will tell you promptly of any change and why it may be necessary.

### 6 Charges and expenses

If you are in receipt of Legal Aid, then please refer to Section 21 below.

The fee structure applied to our work will be dependent on the nature of the case.

If your case is funded by way of a Damages-Based Agreement, Conditional Fee Agreement or Contingency Fee Agreement, all of which are also known as a 'No Win No Fee Agreement' then

you will also be bound by the terms set out in that Agreement. Where the Agreement is in conflict with these Terms and Conditions of Business, the Agreement will take precedence.

If we are working for you on a fixed fee, the arrangements will be set out in the Engagement Letter. Provided we are not requested to do any more work than when that fixed fee was agreed or the work does not otherwise go outside the nature of the work we agreed with you we will not make any additional charge. If this does apply and we need to make an additional charge then we will either increase our fixed fee estimate or charge at an hourly rate for the additional work involved. In the latter case we would try and give you our best estimate of the likely additional cost or, where this is not possible, we would obtain your authority to carry out work to an agreed fee limit.

If your case is to be funded on an hourly rate basis, our charges will be calculated mainly by reference to the time actually spent by the solicitors and other staff in respect of any work which they do on your behalf. This may include meetings with you and perhaps others; reading, preparing and working on papers; making and receiving telephone calls, e-mails, faxes and text messages; preparation of any detailed costs estimates, schedules and bills; attending at court; and time necessarily spent travelling away from the office. From time to time we may arrange for some of this work to be carried out by persons not directly employed by us; such work will be charged to you at the hourly rate which would be charged if we had done the work ourselves.

Routine letters, e-mails and texts that we send and routine telephone calls that we make and receive are charged at one-tenth of the hourly rate. Routine letters, e-mails and texts received are charged at one-twentieth of the hourly rate. Other letters, e-mails and calls are charged on a time spent basis. The current hourly rates applicable to your case will be set out in the engagement letter (or fee agreement). We will add VAT to these at the rate that applies when the work is done. At present, VAT is 20%.

These hourly rates have to be reviewed periodically to reflect increases in overhead costs and inflation. Normally the rates are reviewed with effect from 1st October each year. If a review is carried out before this matter has been concluded, we will inform you of any variation in the rate before it takes effect.

In addition to the time spent, we may take into account a number of factors including any need to carry out work outside our normal office hours, the complexity of the issues, the speed at which action has to be taken, any particular specialist expertise which the case may demand. An increase in the rates may be applied to reflect such factors.

Solicitors have to pay out various other expenses on behalf of clients ranging from court fees, experts' fees, Counsel's fees and so on. We have no obligation to make such payments unless you have provided us with the funds for that purpose. VAT is payable on certain expenses. We refer to such payments generally as 'disbursements'.

## 7 Payment arrangements

It is normal practice to ask clients to pay interim bills and sums of money from time to time on account of the charges and expenses which are expected in the following weeks or months. We find that this helps clients in budgeting for costs as well as keeping them informed of the legal expenses which are being incurred. If such requests are not met with prompt payment, delay in the progress of a case may result. In the unlikely event of any bill or request for payment not being met, this firm must reserve the right to stop acting for you further.

Payment is due to us within 28 days of our sending you a bill. We are at our discretion permitted to deliver a bill by email rather than post. Instructing us constitutes your consent to receiving a bill by email. If payment is not made within the time we have requested, we reserve the right to cease to act on your behalf, suspend work on that matter and any other matter and

retain all documents, working papers and other documents in our possession relating to any matter until all outstanding bills are paid in full including interest and any costs incurred in pursuing the recovery. Interest on outstanding bills may be charged after a period of 28 days on a daily basis at 4% above the Bank of England base rate from when the bill was sent to you.

The common law entitles us to retain any money, papers or other property belonging to you which properly come into our possession pending payment of our costs, whether or not the property is acquired in connection with the matter for which the costs were incurred. This is known as a "general lien". We are not entitled to sell property held under a lien but we are entitled to hold property, other than money, even if the value of it greatly exceeds the amount due to us in respect of costs.

We do not accept payments in cash in excess of £1,000. 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. Payment of our bills may be made **GBP** by cheque, Credit Card or debit card issued by a UK High Street bank, BACS or CHAPS. Monies due to you from us will be paid by cheque or bank transfer **in GBP**, but not in cash, and will not be made payable to a third party. **Where you are to then convert that payment into a foreign currency we accept no responsibility whatsoever for any fluctuations in exchange rates.**

## 8 Other parties' costs

In some cases and transactions a client may be entitled to payment of costs by some other person. It is important that you understand that in such circumstances, the other person may not be required to pay all the charges and expenses which you incur with us. You have to pay our charges and expenses in the first place and any amounts which can be recovered will be a contribution towards them. If the other party is in receipt of legal aid no costs are likely to be recovered.

If you are successful and a court orders another party to pay some or all of your charges and expenses, interest can usually be claimed on them from the other party from the date of the court order. We will account to you for such interest to the extent that you have paid our charges or expenses on account, but we are entitled to the rest of that interest. You will also be responsible for paying our charges and expenses of seeking to recover any costs that the court orders the other party to pay to you.

A client who is unsuccessful in a court case may be ordered to pay the other party's legal charges and expenses. That money would be payable in addition to our charges and expenses. Arrangements can be made to take out insurance to cover liability for such legal expenses. Please discuss this with us if you are interested in this possibility. If your case is a personal injury or medical negligence claim for compensation and you are unsuccessful then you will not normally have to pay the other parties legal charges and expenses as you will have the benefit of qualified one-way cost shifting. Please refer to the no win no fee agreement for more details about this.

## 9 Client accounts, interest and residual balances

Any money received on your behalf will be held in our Client Account. The firm pays interest on client account balances in accordance with the Solicitors Regulation Authority (SRA) Accounts Rules. We maintain an instant access account to facilitate transactions but a consequence is that the amount of interest earned will usually be less than would be earned if the money were held in a deposit account. Interest will be calculated and paid to you at the rate from time to time payable on Lloyd Bank plc general client accounts. The period for which

interest will be paid will normally run from the date(s) on which funds are received by us until the date(s) of issue of any cheque(s) from our Client Account. It is the firm's policy to retain the first £50 of each amount of interest as and when calculated to cover the administrative expenses of arranging these calculations and payments.

Depending on the nature of the work we are doing for you we might have a requirement to transfer money to you because for example this is the proceeds of a sale of a property or a compensation payment due to you. When we are to transfer money to you; if you have requested a BACS payment (3-5 working days), where the payment is for more than £250,000, we reserve the right to transfer this by CHAPS (same day payment) and in those circumstances charge the cost of this to you. Any payments made using International/European services, will be made in GBP for your bank to convert and there will be charges by both banks depending on the amount being sent. Where you request a same day payment we will use our best endeavours to do this for you but we are not obliged to do so and if we do this the cost will be charged to you.

The Financial Services Compensation Scheme (FSCS) is the compensation scheme for customers of UK authorised financial services firms. The Scheme can compensate customers if a firm has stopped trading or does not have enough assets to pay claims made against it. The current maximum protection is £85,000. The FSCS advises that any monies transferred from a bank account to a client account are treated for the purposes of the FSCS limit (£85,000) as being in your bank account where the funds originated from. If the bank fails, and you have transferred to your client account £85,000 and you hold monies in your accounts with the same bank then you will only be able to recover £85,000 in total as the FSCS limit is for an amount per individual not per account.

You should note, however, that the FSCS will provide a £1 million protection limit for temporary high balances held with a bank, building society or credit union if it fails. Further details relating to what constitutes a temporary high balance and the rules relating to the protection can be found at [www.fscs.org.uk](http://www.fscs.org.uk). In the event of a bank failure you agree to us disclosing details to the FSCS. At the end of a transaction there may be a small residual balance due to you. We will make reasonable efforts to contact you to return the money to you where the balance is over £10.00. If you do not respond to our correspondence within 21 days, and where permitted by our regulatory authority, we reserve the right to pay such sums to a charity of our choice. Any balance under £10.00 will automatically be paid to charity.

## 10 Cybercrime warning

Please be vigilant to the risk of email hacking and cybercrime particularly in relation to electronic bank transfers. You should be alive to the possibility that a fraudster might deliberately misrepresent himself or herself as a member of, or as someone acting on behalf, of or working with, McKeag & Co, for criminal purposes.

Please note, our bank details will not change during the course of acting for you. We do not send our bank details by email. If you receive an email or any other communication asking you to pay money into an account other than our client bank account, the details of which will have already been notified to you, please contact the person dealing with your matter and in no circumstances action the request. Before transferring any money to us you should call us on our main office phone number and speak to the Department responsible for your matter to check that the bank details you have received are correct. McKeag & Co cannot be responsible for any loss you suffer if you fail to take this very simple precaution.

We do not accept bank details transmitted to us via email. If we receive any email communications from you informing us of a change to your account details or instructions for payment, we

will not make any payment until such time as we have been able to confirm those instructions directly with you. If you do change your bank details whilst we are acting for you please notify us in person or by telephone as soon as possible to ensure that this does not result in any delay as we will need to verify the change directly with you to ensure that they are not from a fraudulent source.

## 11 Storage of papers and documents

After completing the work, we will be entitled to keep all your papers and documents while there is still money owed to us for fees and expenses.

If you require any of your case papers, please notify us within 21 days of the conclusion of your case and these will be forwarded to you in hard copy form. Following the expiry of this 21-day period, all material held by will be scanned into our computer archive and stored electronically. All paper records will be securely destroyed at this point with the exception of documents such as wills, deeds, and other securities, which we have agreed to hold in safe custody. We will retain the electronic records in storage for not less than 6 years. After that, storage is on the clear understanding that we have the right to destroy your file after such period as we consider reasonable without further reference to you, or to make a charge for storage if we ask you to collect your papers and you fail to do so. No charge will be made to you for such storage unless prior notice in writing is given to you of a charge to be made from a future date which may be specified in that notice.

However, please note that if you or any third party require the retrieval of some or all of your case papers after this time, we will charge a fee for such retrieval calculated **on a timed basis using our lowest hourly rate but which will be a minimum of £30.00 plus VAT. We reserve the right to withhold release of the case papers until payment has been made by you.** Material which is requested by you or any third party after 21 days of the completion of your case, which is to be determined by the date of your final outcome letter, will be available and sent on a disc rather than in paper form.

By requesting us to act for you, you are confirming your agreement to this, and for the avoidance of doubt we will therefore not be obliged to provide you with a printed copy of your case papers at any time after the expiry of the said 21-day period. If we agree to provide a hard copy of your file then we will be required to make a charge based on the **time spent for producing** stored papers or documents to you or another at your request. We may also charge for reading, correspondence, or other work necessary to comply with your instructions.

Your case material can be quickly and easily located in the future if necessary, by you quoting to us the reference at the top of the engagement letter. Please also note our Data Protection Policy at Section 16 below and our Privacy Policy available on our website [www.mckeagandco.com](http://www.mckeagandco.com).

## 12 Insurance contracts

We are not authorised by the Financial Conduct Authority (FCA). However, we are included on the register maintained by the FCA 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 (SRA). The register can be accessed via the FCA website at [www.fca.org.uk/firms/financial-services-register](http://www.fca.org.uk/firms/financial-services-register).

We need to make you aware that when we recommend a policy of insurance we do so because we believe the policy is suitable for your needs and it is in your best interests to take this out. We will not usually search the whole market and we cannot say that it is necessarily the only suitable policy so there are probably other policies which might also be suitable and which

might even cost less. We will not however recommend a policy to you if we have concerns about the policy or where we consider it would not be in your best interests to take it out.

We do not accept any form of commission for arranging policies of insurance on your behalf.

### 13 Termination

You may terminate your instructions to us in writing at any time but we will still be entitled to keep all your papers and documents while there is money owing to us for our charges and expenses. If at any stage you do not wish us to continue doing work and/or incurring charges and expenses on your behalf, you must tell us this clearly in writing.

We may only decide to stop acting for you if we have good reason, for example, if you do not pay an interim bill, fail to provide us with instructions, if a conflict of interest arises or we are acting under a **No win No fee agreement of any description** and we believe there are insufficient prospects of success. We will tell you the reason and give you notice in writing.

If, for any reason, this matter does not proceed to completion, we will be entitled to charge you for any work done and expenses incurred. If your case is funded under an hourly rates arrangement then these costs will be calculated based on the time spent plus expenses incurred up to the date of termination. On fixed fee arrangements, we will charge you what we consider a reasonable fee for the work we have done to the date of termination. In general, but not always we will do this by breaking the transaction down into stages and apportion the fee for each stage. If we have used a method other than this to calculate the fee we will explain this to you. You will also be responsible for reimbursing any expenses incurred by us that were not included within the fixed price agreed. The exception to this is if we are acting for you under a no win no fee agreement and we withdraw from acting because we no longer think that your claim has in sufficient prospect of success in which case you will not have to pay anything.

Under the Consumer Contracts Regulations 2013, you have the right to cancel this contract within 14 days without giving any reason. This only applies where contracts are agreed away from our premises or where we are not both physically present. To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or e-mail). To meet the cancellation deadline, it is necessary for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired. If you cancel this contract we reimburse you for all payments received from you. Please note that the Regulations do not apply to legally-aided work.

### 14 Tax advice

Any work that we do for you may involve tax implications or necessitate the consideration of tax planning strategies. We may not be qualified to advise you on the tax implications of a transaction that you instruct us to carry out, or the likelihood of them arising. If you have any concerns in this respect, please raise them with us immediately. If we can undertake the research necessary to resolve the issue, we will do so and advise you accordingly. If we cannot, we may be able to identify a source of assistance for you.

### 15 Acting for your lender

Please note that in some Conveyancing transactions, we will also be acting for your mortgage lender. As they will also be a client of this firm, we have a duty to make full disclosure to the lender of all relevant facts relating to you, your purchase and mortgage. This will include disclosure of any discrepancies between the mortgage and application and information provided to us during the transaction and any cashback payments or discount schemes which a seller is providing you.

If a conflict arises between our duties to you and our duties to the lender client, we must cease to act for you.

### 16 Data Protection/UK GDPR

We use the information you provide primarily for the provision of legal services to you and for related purposes including updating and enhancing client records, analysis to help us manage our practice, statutory returns and legal/regulatory compliance. Our use of that information is subject to data protection law and our duty of confidentiality.

Please note that our work for you may require us to pass on such information to third parties such as expert witnesses and other professional advisers, including sometimes advisers appointed by another party to your matter. We may also give such information to others who perform services for us, such as typing or photocopying. Our practice may be audited or checked by our accountants or our regulator, or by other organisations. We do not normally copy such information to anyone outside the European Economic Area, however, we may do so when the particular circumstances of your matter so require. All such third parties are required to maintain confidentiality in relation to your files. **Where any of the foregoing apply we will not usually first seek your further consent before passing on your data given that this is necessary to progress our work for you or to comply with regulatory burdens on us, your consent having already been provided through your instructions to us.**

You have a right of access under data protection law to the personal data that we hold about you. We seek to keep that personal data correct and up to date. You should let us know if you believe the information we hold about you needs to be corrected or updated. The person at the firm with overall responsibility for data protection compliance is the Data Protection Partner, Philip Walton, email [enquiries@mckeagandco.com](mailto:enquiries@mckeagandco.com). The firm is registered with the Information Commissioner. Further information regarding data protection and privacy is available from the Information Commissioner's Office [www.ico.org.uk](http://www.ico.org.uk).

We may receive personal data from you for the purposes of our money laundering checks, such as a copy of your passport. These will be processed only for the purposes of preventing money laundering and terrorist financing, or as otherwise permitted by law or with your express consent. You consent to us retaining such data for longer than the five-year statutory period, unless you tell us otherwise.

Under the UK GDPR regulations you, as a data subject, have a number of rights. These include the right to be informed, the right of access, the right to rectification, the right to erasure, the right to restrict processing, the right to data portability and the right to object. Further information about these rights is set out on the ICO website referred to above and also in the Privacy Policy available on our website [www.mckeagandco.com](http://www.mckeagandco.com).

If you send us personal data about anyone other than yourself you will ensure you have any appropriate consents and notices in place to enable you to transfer that personal data to us and so that we may use it for the purposes for which you provide it to us.

### 17 Equality and diversity

We are committed to promoting equality and diversity in all our dealings with clients, third parties and employees. Please contact us if you would like a copy of our Equality and Diversity Policy.

### 18 Communications

We shall communicate with you in the most effective way, as agreed between us. Our preferred method of communication is by email you should be aware that the use of e-mail is not secure for confidential matters. We take every precaution to



ensure that e-mail is virus free but we cannot guarantee this. If you require correspondence to be addressed to a particular person or marked private and confidential then you must tell us.

## 19 Identity, disclosure and confidentiality

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. If you cannot provide us with the specific identification requested, please contact us as soon as possible to discuss other ways to verify your identity.

We are entitled to refuse to act for you if you fail to supply appropriate proof of identity for yourself or for any principal whom you may represent. We may arrange to carry out an electronic verification of your identity if we consider that a saving of time and cost will be achieved by doing so. The cost of any such search will be charged to you. If the amount is in excess of £10 including VAT, we will seek your prior agreement.

Solicitors are under a professional and legal obligation to keep the affairs of the client confidential. This obligation, however, is subject to a statutory exception: legislation on money laundering and terrorist financing has placed solicitors under a legal duty in certain circumstances to disclose information to the National Crime Agency (NCA). Where a solicitor knows or suspects that a transaction on behalf of a client involves money laundering, the solicitor may be required to make a disclosure. If, while we are acting for you, it becomes necessary to make such a disclosure, we may not be able to inform you that it has been made, or of the reasons for it, because the law prohibits 'tipping-off'. Where the law permits us, we will tell you about any potential money laundering problem and explain what action we may need to take.

External firms or organisations may conduct audit or quality checks on our practice. These external firms or organisations are required to maintain confidentiality in relation to your files. We may need to disclose your information to third parties (such as barristers, accountants or government agencies) to enable us to handle your affairs. We may also need to permit third parties (such as our auditors and the Solicitors Regulation Authority) to have access to your information for administrative or regulatory purposes. We may also outsource work. This might be for example **include** costings, research, and preparation to assist with your matter. Information from your file may therefore be made available in such circumstances. We will always aim to obtain a confidentiality agreement with the third party. We will not otherwise disclose your information to any third party unless permitted or required to do so by law. If you do not want your file to be outsourced please tell us as soon as possible.

## 20 'Force Majeure'

Neither you nor we shall be liable for any failure to perform, or delay in performing, any obligations (other than payment and indemnity obligations) if and to the extent that the failure or delay is caused by Force Majeure (see **endnote 1**) and the time for performance of the obligation, the performance of which is affected by Force Majeure, shall be extended accordingly.

## 21 Liability

### 21.1 Duty of Care

We will use reasonable skill and care in the provision of the service. **Other than any obligations placed upon us by law or through our professional regulations we accept no responsibility for advising on the commercial viability, merits or otherwise of the work you have instructed us to do.** Where **notwithstanding the foregoing** we make an assessment for you, 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 this firm 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. You accept that the magnitude or acceptability of a risk is a matter for you.

**Moreover we only accept responsibility for advice on areas of law where we have agreed to act for you and which are set out in our letter or retainer with you.**

The aggregate liability of the firm (or of any service company owned or controlled by or on behalf of any of the Partners) and of all Partners, consultants to, employees, agents of the firm and any service company owned or controlled by or on behalf of the firm or the Partners in any circumstances whatsoever, whether in contract, tort, under statute or otherwise, and howsoever caused (including, but not limited to, this firm's negligence or non-performance), for loss or damage arising from or in connection with the services provided shall, in relation to each matter, be limited to the sum, unless otherwise agreed, of £3 million pounds (£3,000 000.00)

### 21.2 Third Parties

The services are provided to, and for the benefit of, you as our client and you alone. No other person may use or rely upon the services nor derive any rights or benefits from them. The provisions of the Contracts (Rights of Third Parties) Act 1999 are to that extent excluded.

The firm will provide the services and you agree that you will not bring any claim whether in contract, tort, under statute or otherwise against any Partner, or any consultant to, or employee or agent of the firm or any service company owned or controlled by or on behalf of any of the Partners and those Partners, consultants, employees and agents shall be entitled to rely on these Terms insofar as they limit their liability.

### 21.3 Drafts

Where we provide draft or provisional advice or other materials these are not to be relied upon as constituting our final view.

### 21.4 Current Law

The services are provided in accordance with professional practice requirements and the proper interpretation of the law, as each exists on the date on which the relevant service is provided. If there is any change in such requirements or the law, or their interpretation, after the relevant matter has been concluded (or before that time but that could not reasonably be known by us) this firm has no responsibility to notify you of, or of the consequences of, the change.

### 21.5 Communication

We shall communicate with you at the postal addresses, email addresses and the telephone numbers that you provide unless you specify other addresses and numbers. You will notify this firm if you regard any communications from this firm as particularly confidential and the means by which you require this firm to make such communications. This firm has no liability to you arising out of your failure to notify us.

Subject to any notification you may make to this firm under the previous paragraph we shall not be required to encrypt, password-protect or digitally sign any email, or attachment, sent by us. We shall not be responsible for any loss or damage arising from the unauthorised interception, re-direction, copying or reading of emails, including any attachments. We shall not be responsible for the effect on any hardware or software (or any loss or damage arising from any such effect) of any emails or attachments that may be transmitted by this firm (save to the extent caused by our negligence or wilful default).

### 21.6 Deadlines

This firm will aim to meet any deadline agreed with you for the performance of any services, but, unless we agree otherwise

in writing in relation to any time, date or period for delivery or performance by us, time shall not be of the essence.

## 22 Proportionate liability

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

## 23 Exclusions

We shall not be liable for any:

- loss, damage, cost or expense arising from any breach by you of your agreement with this firm or any act or omission of any other person;
- advice or document subject to the laws of a jurisdiction outside England and Wales; or
- advice or opinion given to you by any third party (whether or not nominated or recommended by us).

## 24 Loss of profit

We will not be liable for any indirect loss or damage or any loss of profit, income, production or accruals arising from any circumstances whatsoever, whether in contract, tort, under statute or otherwise, and howsoever caused (including, but not limited to, our negligence or non-performance).

## 25 Exceptions

Nothing in this agreement exempts this firm from liability arising from our fraudulent 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.

## 26 Legal Aid

If your matter is financed via legal aid, the terms and conditions may differ according to the type of matter and legal aid cover which applies. This will be explained to you in the engagement letter. You agree that you will keep us and the Legal Aid Agency informed of any change in your financial circumstances once in receipt of legal aid. Please note that although your own costs will be covered by legal aid, if you lose your case you could be ordered to pay the other side's legal costs. Any potential liability for costs under legal aid will be explained in the accompanying engagement letter.

## 27 Stamp Duty Land Tax (SDLT)

On some property and business transactions, we will need to submit an online Stamp Duty Land Tax return on your behalf. Your continued instructions to us is your consent to this.

The SDLT return is a complex document and we must have all the information necessary to complete the return and have it signed or approved by you in advance of exchange of contracts. It is your responsibility to provide the correct information to be inserted into the return. If the information is incomplete or incorrect, you could be subject to penalties, delays in the processing of the return and difficulties with the registration of the transfer at the Land Registry. In serious cases, you could be subject to prosecution.

When calculating SDLT we use the SDLT calculator on the Government's website. This computes the SDLT for most transactions. Please see [www.gov.uk/stamp-duty-land-tax](http://www.gov.uk/stamp-duty-land-tax). We will do our best to ensure that you do not overpay or

underpay SDLT. We can do this for most of our clients if you have provided us with the correct information to input into the calculator. The rules in relation to SDLT are complex. Because we are not tax advisers, we will not be able to offer advice on transactions that are outside the scope of the calculator. This means, for example, property owned as part of a trust or reliefs that may be applicable, other than First Time Buyer relief.

## 28 Client care

At McKeag & Co we try to provide the best possible service to our clients. In order to do this we need to know from you if you feel dissatisfied. Should you have any occasion to feel unhappy about our service or about the bill, please let us know straight away and we will discuss this with you. Should you wish to make a complaint, Mr Philip Walton is the person who deals with these matters.

You can obtain a copy of our complaints procedure by contacting our office. Alternatively it can be obtained online at [www.mckeagandco.com](http://www.mckeagandco.com).

If we are unable to resolve your complaint, then you can have the complaint independently looked at by the Legal Ombudsman who is responsible for investigating complaints about service issues with law firms.

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. Contact details for the Legal Ombudsman are as follows:

Address: PO Box 6806, Wolverhampton WV1 9WJ  
Telephone: 0300 555 0333  
Website: [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk)

The Solicitors Regulation Authority (SRA) can help you if you are concerned about a solicitor's 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. Further information is available at: [www.sra.org.uk/consumers/problems/report-solicitor](http://www.sra.org.uk/consumers/problems/report-solicitor).

## 29 Joint instructions

If we are instructed by more than one person or more than one representative of a company or other body, which is our client, we are entitled to act on the instructions of any one of such persons and to correspond with any of such persons unless otherwise agreed.

In this situation there will be no rights of confidentiality between such persons or representatives so that all information and documents can be shared with any one of you. If there is a difference of opinion on your instructions you may need to be separately represented and if a conflict of interest arises between you or your representatives, we may have to cease acting for both or all such persons or companies.

Where our engagement letter is addressed to more than one person, or where we have agreed with the addressee of our engagement letter to act for another person as well, each of you shall be jointly and severally liable for our fees and disbursements and other costs, so that each of you is jointly responsible for ensuring that our bill is paid, and we can pursue all or any one of you for the whole amount that is due to us. This shall be the case regardless of any agreement you may have entered into with anyone else regarding the payment of our fees, disbursements, and other costs.

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1 "Force Majeure" means any circumstance beyond the reasonable control of the party affected by it and includes telecommunications failure, power supply failure,

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*terrorism, fuel strikes, severe weather, computer breakdown, failure of suppliers to meet delivery requirements, industrial disputes and absence of personnel due to illness or injury;*