

Terms Of Business

Veritas Solicitors LLP Standard Terms and Conditions of Business

The purpose of this document is to confirm the standard arrangements between Veritas Solicitors LLP and clients we represent. Clients will receive Standard Terms and Conditions of Business when they instruct Veritas Solicitors LLP and in the event of any conflict between the Standard Terms and Conditions of Business and this version of the Terms of Business, the provisions of Standard Terms and Conditions of Business sent to individual clients shall prevail. Your continuing instructions in this matter will amount to your acceptance of the Terms and Conditions.

This document sets out the terms of the relationship between You, the Client, and Us, Your Solicitor, and contains certain information that We are required to provide to You at the start of Your claim. We have tried to make the information as clear as possible and it is vital that You read the document carefully and fully understand and agree its contents. We do appreciate that You may like Us to clarify certain points and if there is anything You would like Us to explain, please do not hesitate to contact Us. These terms contain provisions which limit Our liability to £3 million. We refer You to the limitation of liability set out below.

Business hours

We are normally open between 8.30 am and 5.30 pm from Monday to Friday other than on Bank Holidays but may be able to arrange appointments outside of these hours.

No claim to be made against individual directors, partners and employees of the firm

Subject to the qualification set out below, no director, partner or member of staff of Veritas Solicitors LLP will have any personal liability for work undertaken for You. You agree not to bring any claim personally against any individual director, 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 Veritas Solicitors LLP own liability for its acts or omissions. This provision is intended to benefit such directors and members of staff, who may enforce this clause pursuant to the Contracts (Rights of Third Parties) Act 1999.

Liability to persons who are not the Client of Veritas Solicitors LLP

Subject to the qualification set out below, We shall have no liability to any parties except You and any third parties to whom Our advice is expressly addressed.

Our liability limited to £3 million

Subject to the qualification set out below, 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 £3 million in respect of any claim against Us. In defining what a claim is for the purposes of this clause, all claim 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 claim against Us arising from one matter or transaction, shall be regarded as one claim.

Proportionate liability

Subject to the qualification set out below, 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 fairly 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.

Effect of limitation or exclusion of liability You agree with another person

We could be affected by any limitation or exclusion or 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. Subject to the qualification set out below, You agree that We shall not be liable to You for any increased amount thereby payable by Us, or for any 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.

Qualification to limitation of liability

Nothing in these Terms of Business excludes or restricts: Liability below the minimum level of cover required by the SRA Indemnity Insurance Rules from time to time. The amount of such minimum level of cover as at January 2019 was £3 million for an LLP or limited company; Liability for death or personal injury caused by breach of duty; Liability for losses caused by the fraud, dishonesty, wilful default or reckless disregard of professional obligations committed by any director, 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;

Liability for losses caused when acting for You in a 'contentious business Agreement' within the meaning of section 87 of the Solicitors Act 1974.

We believe the limitations on Our liability We have set out are reasonable having regard to the likely level of the loss We would cause to You in the event that We incur a liability to You, and 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 with You, including the option of providing further cover at additional cost.

Severance

Each of the limitations set out above constitutes a separate and independent limitation so that if one or more are held to be invalid for any reason or to any extent whatever or does not accord with any professional obligation, then the remaining limitations or the limitations as varied shall be valid to the extent they are not held to be invalid or incompatible with any professional obligation.

Who Regulates Us?

We are regulated by the Solicitors Regulation Authority (SRA). The professional rules relating to solicitors' firms, including the Standards and Regulations can be accessed on the website of the SRA at <https://sra.org.uk/>

Under an exemption from direct authorisation from the Financial Conduct Authority (FCA, whilst We are permitted to advise on and arrange non-investment insurance policies, specifically After the Event (ATE) Insurance, it is Your responsibility to make Your own insurance and funding arrangements.

Professional indemnity insurance

Our firm holds professional indemnity insurance and, should You so request, We will provide You with the name and contact details of Our professional indemnity insurer, and details of the territorial coverage of the insurance.

To comply with Our regulatory obligations and the terms of our professional indemnity insurance, We may disclose relevant documents and information to

insurers, brokers and insurance advisers on a confidential basis. This could include details of any circumstances arising from Our work for You that might give rise to a claim against Us. You agree to such disclosure by Us even if the documents and information in question are confidential and/or subject to legal professional privilege.

What does Our Service Cost?

Our service cost and Our terms and conditions are outlined in the Conditional Fee Agreement (CFA) or Damages Based Agreement (DBA) terms and conditions that will be sent to individual clients.

Our Responsibilities to You:

We must:

- Always act in Your best interests, subject to Our duty to the Court
- Explain to You the risks and benefits of taking legal action
- Give You Our best advice about whether to accept any offer of settlement
- Give You the best information possible about the likely cost of Your Case
- Provide You with a good standard of service

Your Responsibilities to Us:

You must:

- Give Us accurate instructions that allow Us to do Our work properly
- Not ask Us to work in an improper or unreasonable way
- Not mislead Us
- Co-operate with Us
- provide all documentation and information that We reasonably request in a timely manner, and safeguard any documents that may be required for Your matter, including documents that You may have to disclose to another party
- Attend as necessary on any appointment or Court hearing

Failure to keep to Your responsibilities may cause You to breach both the terms of Your relationship with Us and the Agreement under which Your Case is funded and may render You liable for costs or other charges and potentially those of the other party. Subject to any cancellation rights, if You wish to abandon Your Case at any stage before it settles without Our prior Agreement, or if You provide Us with instructions or information which is misleading, We will be entitled to seek payment of Our costs and disbursements from You.

Challenging our Charges

In any circumstances where We do seek payment of Our charges from You, You are entitled to make a claim to Us about the firm's bill, in accordance with Our claims procedure. There may also be a right to object the bill by making a claim to the Legal Ombudsman, and/or by applying to the Court for an

assessment of it under Part III of the Solicitors Act 1974. Please note that the Legal Ombudsman may not consider a claim about the bill if You have applied to the Court for assessment of the bill.

Time Limits

claims often involve time limits, particularly once legal proceedings are commenced, and there is a limitation period in place which provides a deadline by which Your Case must be pursued. Your co-operation at all times will help to ensure Your Case is progressed without delay. Failure to respond to Our requests for co-operation and information may result in Us ceasing to act on Your behalf.

Subject to Your cancellation rights, if You instruct other solicitors in relation to the matter in which We are acting for You, at any time after We have commenced work on Your Case and before, then We have the right to keep all of Your papers unless You pay all Our charges and expenses due at that time or another solicitor working for You undertakes to pay Us what We are owed.

Documents and Other Property

It is important that You keep all documents, which relate in any way to Your Case. For the present purposes, 'documents' includes anything recorded, whether in permanent or semi-permanent form, such as letters, contracts, receipts, diaries, computer records, photographs, videos, and anything else of that kind. Whilst We do not need to see all of those documents at this stage, they may have to be produced in support of Your Case or in court proceedings, and a duty is owed to the court to ensure that all documents related to the Case are retained in case they should be required. Also, if You have any other property which may be required to prove Your Case, You should retain that property until the Case is concluded, or We have advised that You can dispose of it.

Financial Services

Sometimes litigation work involves investments. We are not authorised for providing investment advice and so may refer You to someone who is authorised to provide any necessary advice. However, We can provide certain limited services in relation to investments provided they are closely linked with the legal services We are providing to You as We are regulated by the Solicitors Regulation Authority.

Client Satisfaction claims

At Veritas Solicitors LLP, We aim to deliver a first class service every time. We realise however that things can sometimes go wrong, and We welcome claims

as an opportunity to improve Our service. If something is wrong, We will do Our best to put it right. If You do need to make a formal claim about Our service, We invite You to contact Us as outlined below and We will acknowledge Your claim and confirm how it will be dealt with.

Telephone: 0161 200 9960

Email: info@veritassolicitors.co.uk

By Post: Veritas Solicitors LLP, 7th Floor, Cardinal House, 20 St Mary's Parsonage, Manchester, M3 2LY

If You are not satisfied with Our handling of Your claim, You can ask the Legal Ombudsman to consider Your claim. There are limits for submitting a claim to the Legal Ombudsman. Where You have not followed Our claims procedure, You must submit Your claim to the Legal Ombudsman within six years from the date of the act/omission, or three years from the date which You should have known You have a claim to pursue.

The Legal Ombudsman will not however accept claims where the act/omission or date of awareness was before 6th October 2010.

Where You have followed Our claims procedure, the time limit for pursuing a claim to the Legal Ombudsman is no later than six months from the date on which You received a definitive response to Your claim from Us, or from the last day of the eight week period, whichever is the earlier. There are exceptions to the eight week and six months rules. For information relating to those exceptions, please refer to the scheme rules on the Legal Ombudsman website.

Legal Ombudsman contact details:

Post: The Legal Ombudsman P.O. Box 6806 Wolverhampton WV1 9WJ

Telephone: 0300 555 0333

Website: www.legalombudsman.org.uk

Fraud

Although the great majority of claims are entirely genuine, it has to be acknowledged that dishonest claims do exist. Any claimant who is found to have brought a fraudulent claim risks having this reported to the police and being subject to criminal prosecution. In the event that the evidence establishes that a claim is being brought dishonestly, We will be entitled both to terminate our retainer and to seek recovery of any Costs and Legal Expenses which We have incurred.

Money Laundering Regulations 2017 Proceeds of Crime Act 2002

As a law firm, We are subject to Money Laundering Regulations, The Proceeds of Crime Act and the Terrorism Act and as such We are under certain duties to report suspicious circumstances to the authorities. The law requires solicitors to obtain satisfactory evidence of the identity of their Clients and We may do this in a number of ways including using computer software or arranging for Your identity to be checked in person. We may validate name, address and other personal information supplied by You against appropriate third-party databases. By accepting these terms and conditions You consent to such checks being made. In performing these checks personal information provided by You may be disclosed to a registered Credit Reference Agency which may keep a record of that information. This may affect Your credit rating. All information provided by You will be treated securely and strictly in accordance with the Data Protection Act 1998.

The provision of a Funding Agreement requires Us to extend the search of the registered Credit Reference Agency to meet Our responsibilities under the FCA Consumer Credit Sourcebook, which governs consumer lending and implements the Consumer Credit Act 1974. This enables Us to fulfil Our obligations to the funders of the Funding Agreement.

Please note that it is not Our policy to make any compensation payments to anyone other than yourself as Our Client, regardless of whether You provide written authority.

Data Protection /Privacy Notice

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 and regulatory compliance.

Our use of that information is subject to Your instructions, the Data Protection Act 2018 and Our duty of confidentiality. Please note that Our work for You may require Us to give information to third parties such as expert witnesses and other professional advisers. You have a right of access under data protection legislation to the personal data that We hold about You. Please contact Us if You would like a copy of Our full Privacy Policy.

Using your personal information for legal services

Personal information which You supply to Us will be used to fulfil Our contractual obligation to You in providing You with legal services.

It is necessary for Us to pass Your personal data to other organisations to provide You with legal services. Examples of such organisations are for

document signing, barristers, financial experts, courts, government agencies and defendants such as insurance companies, local authorities, financial institutions or solicitors. We have to do so to comply with statutory legislation and court procedures.

Our legal basis for processing Your personal data to provide You with legal services is Contract, Legal Obligation and Legitimate Interest.

We retain personal data for 6 years from the date We close Your claim, except where it has been lodged with Us for safekeeping.

We do not provide Your personal information to any other person, organisation or agency for any other purpose, other than as described above. We do not use personal data to automate individual decision-making or profiling.

Using your personal information for marketing

Personal information which You supply to Us may be used to provide You with information on legal services which We offer. Our legal basis for processing Your personal data is Legitimate Interest. Where You separately opt-in to receiving information about Our services, Our legal basis for processing Your personal data is Consent. You may withdraw Your consent at any time and without any detriment to Us providing You with legal services. We do not provide Your personal information to any other person, organisation or agency for any other purpose.

Individual Rights

You may request a copy of the personal data We hold on You. We would normally provide this information to You, usually at no charge and within 30 days, or refuse and explain why.

You may request that personal data is rectified where it is inaccurate or incomplete. You may also request that personal data processing is restricted. We would normally rectify this information, usually at no charge and within 30 days, or refuse and explain why.

You may request that personal data is erased, although this right is not absolute and applies in certain circumstances. We would normally consider

this request, usually at no charge and within 30 days, or refuse and explain why. We may also extend the period to respond by a further two months if the request is complex.

You may object to the use of personal data, although this right is not absolute and applies in certain circumstances.

You may request that personal data is provided electronically or transferred, although this right is not absolute and applies in certain circumstances. We would normally consider this request, usually at no charge and within 30 days, or refuse and explain why.

Where a request is made, We would normally deal with it at no charge, except where a request was unfounded or excessive, where We would request a reasonable fee.

claiming about data processing

If you have concerns about how We have processed Your personal data, You should initially contact James Bagnall by email at james.bagnall@veritassolicitors.org.uk or at Our registered address.

If You remain unsatisfied, You have a right to claim to the Information Commissioner's Office – concerns can be reported online at <https://ico.org.uk>, by telephone to 0303 123 1113 or 01625 545 745, or in writing to Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF.

Outsourcing

Sometimes we ask other companies or people to deal with various administrative tasks on our files to ensure this is done promptly and in the most cost-effective manner. We will always put in place an appropriate outsourcing agreement with these outsourced providers. For information on outsourcing in relation to Your personal data, please refer to our Privacy Policy.

Confidentiality

If Your case requires litigation or disbursement funding and/or is indemnified by a legal expenses insurance policy, the funder and insurer of Your case may seek access to data for audit and monitoring purposes. We may be required to provide information and allow audit in accordance with the terms of agreements with these providers. If You refuse consent the providers may be unwilling to provide assistance for Your Case.

All reviews are conducted in the strictest of confidence but please do advise Us if You would prefer Your file not to be audited.

Equality and Diversity

Veritas Solicitors LLP is committed to promoting equality and diversity in all of its dealings with Clients, third parties and employees. Please contact Us if You would like a copy of Our Equality and Diversity policy.

VAT

Under current HM Revenue Customs Regulations, if You are a company, business or individual who is registered for VAT, You are responsible for any VAT on Your legal costs. This is not recoverable from the person at fault and We will submit to You a VAT account. Please note that VAT will also not be recovered from the person at fault in relation to repair costs, hire charges, etc. incurred by You. If however You are not registered for VAT then it will be reclaimed from the person at fault or their insurers on Your behalf.

Interest

If interest can be claimed on any amounts your opponent is required to pay, You will be entitled to any interest relating to any loss you have incurred, subject to the Our policy regarding interest. We are entitled to keep any interest your opponent pays on Costs.

Outsourcing and Instructing Experts

During the course of acting for you in connection with your case We may outsource aspects of the investigation process or need to obtain expert evidence to support Your case such as from an Accountant, Financial Advisor or other expert. You are free to refuse to use these services, but this may result in a delay in obtaining evidence required to progress Your case.

We outsource to industry experts because We believe that to be in Your best interests, and because they provide an efficient and expert service. Since You do not pay Legal Expenses in addition to the DBA Fee if the Success Criteria are achieved, then this outsourcing does not lead to any additional cost to You in any event.

Unless We hear from You to the contrary, We will assume that You are happy for Us to use the services of external companies and will outsource work and/or issue instructions accordingly.

Fees and Commissions

Some cases are introduced to this firm by a third-party company (an 'Introducer'). Under Solicitors Regulation Authority Rules, before We can begin to act for You, We must give you information about the financial arrangement which We have with Your Introducer. We pay fees to some Introducers for introducing the Case if it meets Our criteria, and We accept

instructions. Fees may be payable upon successful conclusion of the Case. If any fees are payable, We will make You aware of them.

As a firm of solicitors, We have a professional duty to act in Your best interests at all times and give You independent advice. There is nothing in Our relationship with any referrer of business that would compromise or impair this duty or Our independence.

Your Papers

We operate a paperless environment and all correspondence and documents are scanned into an electronic file upon receipt. Personal documents that You send to Us will be returned to You by return post and all other paper correspondence will be destroyed once scanned. Once Your claim is settled Your electronic file will be archived and the record retained for a period of 6 years before being securely destroyed. If after Your file is archived You require copies of any papers We hold, a small charge may apply for retrieving the papers.

Your Right to Cancel

Under the Distance Selling Regulations, You have a right to cancel Your instructions to Us within fourteen days of you entering into your agreement with us.

You may end your instructions at any time by giving us notice in writing. We can keep all your papers and documents while our charges or disbursements are outstanding.

We can only decide to stop acting for you with good reason and we must give you reasonable notice.

If you or we decide that we should stop acting for you, you are liable to pay our charges up until that point.

These are calculated on the basis set out in our letter confirming your instructions