

Terms of Business

Our Terms of Business are set out below. Please read them carefully, and feel free to ask us if there is anything in them which you do not understand. Your continuing instructions will amount to your acceptance of these terms and conditions of business. Unless otherwise agreed, these Terms apply to any future instructions you give us. We reserve the right to update these terms from time to time and we will notify you if we do so.

Your contract is with Intuitive Legal Limited ("IL") and not with any employee or consultant of IL. Any advice given to you (or other work done for you) by an employee or consultant of IL is given by that person on behalf of IL and not in his or her individual capacity and no such person assumes any personal responsibility to you for the advice or other work.

You agree that you will not bring any claim in connection with advice or services provided to you, whether on the basis of contract, in tort (including, without limitation, negligence), breach of statutory duty or otherwise against an employee, consultant of IL but this will not limit or exclude the liability of IL (subject to the terms set out in the clause "Limitation of Liability") for the acts or omissions of its employees and consultants.

We will send you an engagement letter for an individual matter, a notice of retainer or similar document confirming our instructions, as applicable ("Engagement Letter") specifying the scope of our work, our charges and any other relevant information and those engagement terms will specifically incorporate these Terms. You will be asked to sign and return a copy of our engagement letter to confirm your agreement to the terms of our retainer. In the event of you instructing us having received our engagement letter but having not signed and returned a copy to us, you will be deemed by instructing us to have accepted our engagement letter and these Terms and will be bound by them.

A director will be appointed for every IL client. The director will be responsible for ensuring that every aspect of the service provided to you by us is of the highest standard.

The day-to-day conduct of your matter will be delegated to a fee earner within IL believed to be the most appropriate, subject to wherever necessary the supervision of the director who has overall responsibility for your matter. The name and status of any person with day-to-day conduct of your matter and the name and status of the director are set out in the engagement letter.

If there are changes in relation to the person handing your matter on a day-to-day basis, you will be advised promptly.

Scope of Work

The scope of our work is set out in the relevant Engagement Letter sent to you by us or as we may otherwise have agreed with you in writing ("Engagement Document"). Please refer to the "Work Specification" schedule within the Engagement Letter.

Personnel

The individuals carrying out work on your behalf may include:

- Consultants
- Solicitors (who may also be referred to as a director, senior solicitor, senior associate or associate, consultant)
- Legal executives
- Trainee solicitors
- Paralegals

You will be advised within the Engagement Letter of the person who has overall responsibility of your matter. If during the course of your retainer with us, we have to change the person who is dealing with your matter, we will advise you promptly.

Your Responsibilities

As a client of IL, you must:

- co-operate with us in order for us to deal with your matter.
- provide us with clear, timely and accurate instructions.
- not provide any false or misleading information and not exaggerate any aspect of your matter.
- provide any documentation required in a timely manner.
- safeguard any documents that are relevant to your matter.
- Adhere to these Terms of Business and the terms of our Engagement Letter
- not ask us to act in any way that compromises our professional duty, regulatory requirements, reputation, or integrity.

Our responsibilities under the Solicitors' Code of Conduct 2019

We have a duty to ensure that we:

- maintain trust and act fairly
- comply with dispute resolution and proceedings before courts, tribunals, and inquiries
- provide a service to clients that is competent and delivered in a timely manner
- deal with client money and assets appropriately

We must act in your best interests at all times.

The full code is available at www.sra.org.uk

We will also:

- update you with progress on your matter regularly and the frequency of our communication with you will depend on the immediate demands of the service required, and the complexity of the matter that we are handling for you; we will communicate with you in plain language and explain to you the legal work required as your matter progresses. If we are dealing with your matter on a fixed monthly retainer, we will update you at least every 6 weeks.
- update you regularly on the costs of your matter, and at least every three months, unless you are paying us a fixed monthly retainer or have paid us a fixed fee for our services.
- advise you of any changes in the law which will, or are likely to, affect your matter.
- advise you of any circumstances and risks of which we are aware or consider to be reasonably foreseeable that could affect the outcome of your matter.

Costs and Funding

All of the work undertaken by IL is privately funded. We act for our clients by means of one of the following basis of fees:

- Hourly rate
- Fixed fee
- Fixed monthly retainer

Charges for work carried out for you by us will always be fair and reasonable.

Unless agreed otherwise our charges are in accordance with guidelines laid down for Solicitors determined by reference to a number of factors, the most significant being time spent on the matter. This includes but is not limited to time spent travelling, unless otherwise agreed with you, and time spent on routine correspondence as well as making and receiving telephone calls.

Time is recorded in units of 6 minutes or according to the time spent.

Letters, emails, and telephone calls, of six minutes or less, are charged "(one tenth of the hourly rate)", excluding VAT, currently 20%.

All work undertaken will be charged at the rates set out below:

Grade	Fee Earner	Rate
A	Solicitors and legal executives with over 8 years' experience.	£295 per hour.

B	Solicitors and legal executives with over 4 years' experience.	£218 per hour.
C	Other solicitors or legal executives and fee earners of equivalent experience.	£178 per hour.
D	Trainee solicitors, paralegals, and other fee earners.	£126 per hour.

There may be additional expenses, known as disbursements, such as travel costs, court fees and expert fees which you must pay. We will recover all reasonable travel costs associated with your instructions, regardless of the fee basis.

Should we incur such disbursements on your behalf without having your funds on account we will incorporate these disbursement costs in our next bill or as soon as they become due and send a separate Disbursement Only invoice to you. In every case you are liable to reimburse us on demand for disbursement costs.

We may also recover from you other miscellaneous charges not incorporated within our hourly rates such as photocopying and production of documents.

We may also charge for a Professional Indemnity Insurance top-up should you require cover over and above the otherwise applicable limit of indemnity of our insurance.

Unless otherwise agreed our charges and disbursements will commence from the moment that we are instructed. At your request we will provide regular updates on the amount of our charges and disbursements at appropriate stages.

All hourly charging rates are applied to the time spent on your matter, for example, communicating with, or attending meetings with you or others on your behalf, in preparation of any communications and documentation and in consideration or review of your file. In some instances, more than one fee earner will work on your matter and the charges for each fee earner will vary depending upon their experience and qualification.

Any fees agreed with you will be subject to periodic reviews and any changes notified to you in advance. Any quotations are given on the assumption the matter is not overly complicated, urgent or time consuming.

If we are acting for you on a fixed fee or a monthly retainer, we reserve the right to increase the fixed fee or monthly retainer due as a result of the increase of the scope of work undertaken on your behalf. If we are acting on a monthly retainer we will give you written notice of one month for such an increase.

We reserve the right to charge for costs incurred in complying with any statutory, professional or regulatory provisions in relation to work we do for you, or incurred in connection with acting for you, including but not limited to, the Anti Money Laundering Provisions.

In the event that we stop acting for you on whatever basis unless otherwise agreed, you will be liable for all charges and disbursements up to the point that we stop acting for you, despite the fact that we may not have completed what we were instructed to do. You will also be responsible for such other charges or disbursements that are incidental to us ceasing to act for you. You will also be liable for us extracting files or data and delivering the same to you, other than for the delivery of personal data to the data subjects in accordance with our statutory obligations.

You have the right to object to your bill by making written representations to us within 7 days of delivery of the bill by email. In the first instance you should contact the fee earner responsible for your matter. If you are unable to resolve the matter you should refer to our Complaints Procedure, this will provide you with full details of how to escalate the issue.

You have the right to have our charges assessed by the Court, as set out in sections 70-72 of The Solicitors' Act 1974. You may wish to seek independent legal advice before making such an application.

Payment by Another Person

You advised us that there was no other person who will pay your legal costs. If you nominate a third party to pay your legal costs IL will have to agree to this prior to taking on the instructions. We will reserve our right to undertake full due diligence on the nominate d person(s). We may request payment on account prior to acting for you.

Charges, Invoicing and Payment

Our charges for professional services consist of our legal and other fees known as disbursements, and (where applicable) Value Added Tax ("VAT").

Unless the work we are undertaking is agreed on a fixed fee basis, our charges are based on hourly rates. Our chargeable work will include drafting documents, advising, reporting, dealing with correspondence, telephone calls, preparing for and attending meetings and preparing notes of those meetings, reading papers, researching the law, and travelling. This is not an exhaustive list.

The applicable hourly rates will depend on the seniority and specialised knowledge of the individuals concerned and will be included in the engagement document or provided on request. Our hourly rates will normally increase annually in January.

Where we are not able to agree a fixed fee, we will aim to provide you with the best possible estimate of likely costs.

VAT will be applied to all invoices where applicable.

We will usually send you our bills via email unless otherwise agreed.

Where we are instructed by more than one person in respect of the same matter, liability for our charges, disbursements and VAT is shared between those persons on a joint and several basis so that we may recover from any one or more of those persons individually or together the full amount of our charges, disbursements due notwithstanding any agreement these parties may reach between them.

We will raise bills monthly for our services on or around the 21st day of the month in respect of which we are billing.

To enable you to budget we may send our invoices before the conclusion of your matter. All such invoices will be sent on or around the 21st of the month.

An invoice will either be the only and final invoice for the charges and expenses incurred for the period and/or matter to which the invoice relates or will represent a request for a payment on account of our total fees for the matter in question, or it may be an invoice representing ongoing services in the case of a monthly retainer

We will deliver our invoices to you electronically unless requested otherwise. If for any reason your matter is aborted or does not proceed to completion or you inform us that you no longer wish us to complete the work, we will bill you for everything we have done up to that point (which may be a final or interim bill). Thereafter, if you instruct us to carry out further work on the same matter, we will bill you on a monthly basis by reference to the time which we spend on the matter.

Payment is due within 21 days of the invoice date. We reserve the right to levy a surcharge of 5% of the gross amount outstanding on any bills that remain unpaid after 28 days. If the bill remains unpaid after this point then interest equivalent to the prevailing Bank of England base rate plus 3% will become payable on the entire amount outstanding. If you have a query about an invoice, you should immediately contact us but in any case within 7 days.

If we are acting for you on a fixed monthly retainer, you are required to set up a Standing Order with your bank to be paid to us on or around the 5th day of each month. We require confirmation from you that the Standing Order has been activated within 7 days of the date of the Engagement Letter. If this is not received, we reserve the right to suspend or terminate our services.

All other payments must be made by bank transfer (BACs or Faster Payment) including your bill number(s) as the payment reference. Our office account details are – Account Name Intuitive Legal, Sort Code 309897 Account Number: 38002363. In the event you require our client account details please contact Ayesha Khaliq.

Where a matter or transaction is carried out through a company, limited partnership, limited liability partnership or other corporate vehicle established or to be established, for that purpose the members will remain jointly and severally responsible for payment of our fees and outlays in connection with that matter or the transaction. Where we are asked to invoice that entity and agree to do so if the invoice has not been settled in full, we may cancel the amount outstanding and invoice the amount plus incurred interest to any members.

If you wish a third party to be responsible for paying our invoices on your behalf, please inform us immediately of that party's name and contact details and provide any other information or identification documents required by us. Please note you will remain primarily responsible for paying our invoices and they will still be addressed to you, but we will mark them as payable by your nominated third party. If the third party fails to pay any invoices in accordance with these terms of business, we will be entitled to seek payment of the invoice(s) directly from you.

If you are unhappy with any invoice you receive from us, in the first instance we would ask that you contact the director of the Firm. If you remain dissatisfied, you may have the right to complain to the Legal Ombudsman Service.

As well as our legal and other charges, our invoices will also seek reimbursement of payments made to third parties on your behalf or for your benefit. The expenses incurred will depend upon the type of work we are carrying out for you but may include Counsel's fees, experts' fees, Court/other tribunal fees, Land Registry fees, local authority and Companies House and other company registry search fees, legal database search fees, translation and transcription fees, contracted out reprographics services fees, courier charges, and the fees of e-document management providers. We will try to obtain your prior approval before incurring liability for substantial expenses, but this may not always be practicable. We may also seek money on account, where we seek payment on account, we require payment promptly.

Payments on Account and Retainer Payments

From time to time, we may request payments on account of our legal and other fees and/or disbursements before starting work and, if appropriate, at intervals during the course of the matter. This money will be paid into our

client account and will not be withdrawn until we deliver an invoice to you. A request for a payment on account of our fees does not constitute an estimate, quotation, or other indication of likely fees. Note that if we request payments on account and these are not made by the dates required, we may not be able to continue to act on your behalf.

It is normal practice to ask clients to make payment on account of anticipated costs and disbursements. It is helpful if you can meet requests promptly as further work may be delayed which may prejudice your position. We are not obliged to instruct third parties until a payment on account of their estimated disbursements is received by us. We have the right to request payment on account for work before it is commenced and to suspend or terminate all or any part of your instructions to us and any work done for you, without further obligation to you, in the event that any such request for a payment on account or any bills remain unpaid. We are at liberty to exercise this right either to the matter on which the particular request or bill remains unpaid or any or all other matters, whether or not amounts remain unpaid in respect of such other matters.

This money will be held in our client account pending delivery of our bill. Upon delivery of the bill, we shall transfer sufficient money from any money held to meet the sum owing and if further money is required, we shall inform you as soon as possible. I am sure you will understand that in the event of payment not being made we must reserve the right to decline to act further and that the full amount of the work done up to that date will be charged to you.

If we receive any money on your behalf into our client account and there are costs and/or disbursements outstanding, we are entitled to take such money to pay those costs and/or disbursements and you confirm your authority for us to do so.

You have the right to object to any bill – unless we are acting for you on a fixed fee or on a fixed monthly retainer - by making written representations to us in writing within one month of the delivery of that bill.

Where we have agreed with you a fixed fee for any work that fee is payable in advance of us doing the work; otherwise, we normally deliver a bill each month.

We will keep you informed about costs every 3 months as your matter progresses unless we are acting for you on a fixed monthly retainer or if there is a fixed fee agreed for the scope of work that is being carried out by the firm.

We will explain to you, and confirm in writing, any changed circumstances which will, or which are likely to, affect the amount of costs, the degree of risk involved, or the cost-benefit to you of continuing with the matter.

We will inform you in writing as soon as it appears that any costs estimate or any agreed upper limit on costs may or will be exceeded. If the matter is urgent, we will speak to you about the increase in costs but may have to confirm the arrangements in writing later.

In addition to any right, we may have at law, we are also permitted to retain your files or any of your papers or property or sums held by us on your behalf until all monies due from, or payable by you to us (whether billed or unbilled) have been paid provided that this does not prejudice your rights. This is known as a lien. We will advise you if we decide to exercise a lien.

Cash payments, Use of Client Account and Source of Monies

Please note that:

- (i) If we hold client monies on your behalf, the monies will be held in our client account, which is currently with Lloyds Bank.
- (ii) We cannot accept cash amounts of more than £250.00 in payment for any invoice, or any sum, due from you to us, or payable in relation to any matter.
- (iii) We cannot allow our client account facilities to be used other than for handing payments in relation to a matter which we are dealing with on your behalf, and only in accordance with any current SRA Accounts Rules, details of which are available on request.
- (iv) We are required to satisfy ourselves of the source of any money which you pay us. We require a minimum of 14 days in which to do so unless, in our sole discretion, we agree to accept shorter notice. We therefore require you at the outset of any transaction to identify the precise source of any funds which you will be paying to us to complete the transaction. We need to know the details of the account from which it is to be paid and may also require proof of the original source of the money. If we do not receive 14 days' notice of the source of the funds, or if the money comes from a source other than that which you have previously identified, or in any event if we are unable to satisfy ourselves as to the original source of the money, we may decline to proceed within the expected timescales or at all and we shall not be liable for any losses caused by this.

Payment of Interest

If we hold money in our Client Account on your behalf, then we will account to you for a sum in lieu of interest calculated as below. We will not account to you for any interest in the following situations:

- (a) if the amount calculated is £20.00 or less.
- (b) on money held for the payment of a professional disbursement if the person to whom the money is owed has requested a delay in settlement.

- (c) on an advance from us into our general client account to fund a payment on your behalf in excess of funds already held for you in that account.
- (d) if there is an agreement to contract out the provisions of this policy.
- (i) if we hold sums of money intermittently on your behalf, in our Client Account, during the course of acting, and the sum in lieu of interest calculated for any single period is £20.00 or less, we will account to you if the total interest exceeds £20.00.

If money is held for a continuous period, we will account to you for a sum in lieu of interest for the period when the money was held in our Client Account regardless of whether it is less than £20.00.

We will calculate and pay interest once your matter has been concluded.

In calculating interest, we will apply a rate that we believe reflects the market rate of interest paid on an instant access current account offered by a UK bank over the period when interest is due. We will review the interest rates quarterly and also whenever the Bank of England changes its Bank Rate.

In determining the period over which interest is to be calculated, we will look at the following: the period between the date when the relevant funds received by us clear our account and, if we send the funds electronically, the date when the funds are sent or, if we send the funds by cheque, five days after a cheque is raised.

We reserve the right to offset any such interest against monies due to us.

Commission

In the event commission is received by us in relation to your matter from a financial institution, brokers or others, we will notify you of details of the commission and of the amount of commission, or how it is calculated.

Termination

Hourly Rate and Fixed (one-off) Fees:

You may terminate your instructions to us however this will not become effective until we have received the request in writing. Upon termination, we will bill you for all work completed to date on a time costs basis together with all applicable disbursements and VAT.

Fixed Monthly Retainers:

If you wish to exercise your right to terminate or reduce our services, you may do so by giving us no less than 3 months written notice. Such notice should be sent to ayesha@intuitivelegal.co.uk.

In the event that a termination notice is provided part way through a given month, we will calculate our bill for your final month (third month of the notice period) on a daily pro-rated basis.

Termination by IL:

In the unlikely event that we are forced to immediately terminate our services due to legal, regulatory or reputational reasons, or due to non-payment of invoices, we reserve the right to charge you an amount equal up to 3 months of our fees upon termination. In the event of termination, you will still remain liable for any charges, expenses or disbursements incurred, together with any costs of recovery.

We are subject to the rules of professional responsibility, which list the types of conduct or circumstances that require or allow us to suspend or stop representing a client. As well as being entitled to stop acting for you for the reasons given. We may suspend or stop acting for you for reasons consistent with the applicable rules or professional responsibility and applicable laws and regulations by which we are bound. We may therefore decide to suspend or to stop acting for you on any matter if we have good reason, for example, and without limitation:

- (i) where you do not pay our bill, or you do not pay money we have requested on account.
- (ii) if you fail to give us proper instructions.
- (iii) if we consider that it would be inappropriate to continue to act for you.
- (iv) if we believe that what you require us to do is unreasonable; or
- (v) if acting for you or continuing to act for you, would result or be likely to result in us being in breach of any of our professional, regulatory or legal obligations or responsibilities.

We will give you reasonable notice if we intend to suspend or stop acting for you, unless we are precluded from doing so by law. The precise length or notice will depend on the circumstances.

We also have the right to stop acting for you (whether on a permanent or temporary basis) if you do not provide satisfactory evidence of your identity, or if we are otherwise required, or deem it appropriate, in our absolute discretion, to stop acting for you (whether permanently or temporarily) by virtue of compliance with our obligations.

If we decide that we shall no longer act for you, you agree to pay in full our outstanding fees, costs, disbursements and other charges, including those not yet billed and those in connection with an orderly transition of your matter.

In the unlikely event we can no longer act for you we will advise you accordingly providing full reasons for our decision. We can only reach this decision for good reason and must give you reasonable notice that we can no longer act for you this will be no less than a month's notice. We can keep all your papers and documents while there is still money owed to us for our charges and expenses.

Furthermore, we reserve the right to charge you for any fees associated in recovering our fees from you.

Privacy Policy

We are committed to protecting and respecting your privacy.

This policy, together with our terms and conditions and any other documents referred to in it, sets out the basis on which any personal data we collect from you, or that you provide to us, will be processed by us. Please ensure you read our Privacy Policy which can be found on our website.

The data controller for IL and our nominated representative for the purpose of the Data Protection Act 2018 is Ayesha Khaliq.

What Information Do We Collect About You?

In general terms, we seek to collect information about you so that we can:

- administer our relationship with you, provide services and respond to enquiries.
- enable business development including sending legal updates, publications and details of events.
- deliver requested information to you about our services and those of our subsidiaries.
- ensure the billing of any services and obtain payment.
- process and respond to any complaints.
- enable us to meet our legal and other regulatory obligations.
- audit usage of our websites.
- obtain usage information about your visits to our website which enables our website to remember information about you and your preferences and use of our site. This may include information about your visit, including the full Uniform Resource Locators (URL), clicks through to and from our site (including date and time), page response times, download errors, length of visits to certain pages, page interaction information (such as scrolling, clicks, and mouse-overs), methods used to browse away from the page.

The information that we need for these purposes is known as your "personal data". This includes your name, home address, email address, telephone and other contact numbers and financial information. We collect this in a number of different ways. For example, you may provide this data to us directly online or over the telephone, or when corresponding with us by letter or email.

We do not process sensitive classes of data that includes:

- physical or mental health details, and
- racial or ethnic origin.

We will seek your permission if we need to process or record any of your sensitive personal data on our systems.

Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted to our site; any transmission is at your own risk. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorized access.

Further details on how we deal with your personal information is contained in our Privacy Policy which is available on our website and on request.

Disclosure of Your Information

We may disclose your personal information to third parties:

- In the event that we sell or buy any business or assets, in which case we may disclose your personal data to the prospective seller or buyer of such business or assets.
- If some or substantially all of our assets are acquired by a third party, in which case personal data held by it about its customers will be one of the transferred assets.
- If we are under a duty to disclose or share your personal data in order to comply with any legal obligation, or in order to enforce or apply our terms and conditions and other agreements; or to protect the rights, property, or safety of our company, our clients, or others. This includes exchanging information with other companies and organizations for the purposes of fraud protection and credit risk reduction.

Your Rights:

You have the right to ask us not to process your personal data for marketing purposes. We will usually inform you (before collecting your data) if we intend to use your data for such purposes or if we intend to disclose your information to any third party for such purposes. You can exercise your right to prevent such processing by checking certain boxes on the forms we use to collect your data. You can also exercise the right at any time by contacting us at info@intuitivelegal.co.uk.

Our site may, from time to time, contain links to and from the websites of our partner networks, advertisers and affiliates. If you follow a link to any of these websites, please note that these websites have their own privacy policies and that we do not accept any responsibility or liability for these policies. Please check these policies before you submit any personal data to these websites.

Right to Be Forgotten:

From 25 May 2018, you can ask that we erase all personal information that we hold about you. Where it is appropriate that we comply, your request will be fully actioned within 30 days. For further information, please contact 01618149590 or alternatively, please contact Ayesha Khaliq, ayasha@intuitivelegal.co.uk.

How Long Will We Retain Information For?

We will typically retain information for a period of seven years. This is due to regulatory reasons and to ensure our business records are adequate to maintain the requisite levels of insurance to protect our clients and non-clients.

Access to Information

The Data Protection Act 2018 gives you the right to access information held about you. Your right of access can be exercised in accordance with the Act.

You are not required to pay a fee unless the request is "manifestly unfounded or excessive" and in those circumstances, we may charge a reasonable fee.

Any changes we may make to our privacy policy in the future will be posted to our website and, where appropriate, notified to you by e-mail.

Questions, comments and requests regarding this privacy policy are welcomed and should be addressed to Ayesha Khaliq, using ayasha@intuitivelegal.co.uk.

Complaints Procedure

IL has very high standards which we are determined to maintain. If you are unhappy with any aspect of our service, please contact Ayesha Khaliq, our complaints handling solicitor and CEO. Any complaint will be fully investigated free of charge. At the conclusion of any internal complaints handling procedure, you also have the right to complain to the Legal Ombudsman, full details of this, their address and our complaints procedure is set out below:

1. Any complaint received from a client is treated very seriously. All details are recorded or studied if in a letter. The person responsible for your file will then notify the solicitor in charge of complaints. A complaint will be acknowledged within two working days of us receiving it. You will then be sent a copy of this procedure.
2. The person involved in dealing with your matter will study the complaint in detail, referring back to your file etc. They will then telephone you to try to resolve the complaint over the phone and propose some course of action to remedy the situation and also to try and avoid it happening again. If you are satisfied a report is then passed to the complaints solicitor to consider further preventative action.
3. If you are not satisfied with the course of action proposed by the person dealing with your matter, then the complaint will be passed to the complaints solicitor for further investigation.
4. The complaints solicitor will, based on the information that she/he has gained from the file, and discussions with the person dealing with your matter, contact you either by telephone or letter or email. They will try to resolve the problem and if

appropriate come to an agreement with you on the course of action to be taken.

5. Follow up action: corrective and preventative action may need to be taken to resolve the current complaint and to prevent it happening again. Written confirmation will be given to you of the final response.
6. All complaints, together with associated documentation, will be filed in a complaints file and kept by the complaints solicitor.
7. If you remain dissatisfied after exhausting the internal procedure, you will be referred to the Legal Ombudsman.

If we are unable to settle your complaint using our internal complaints process, you have a right to complain to the Legal Ombudsman, an independent complaints body, established under the Legal Services Act 2007, that deals with legal services complaints.

You have six months from the date of our letter advising you that we have been unable to settle your complaint using our internal complaints process in which to complain to the Legal Ombudsman, whose address is: -

Legal Ombudsman
PO Box 6806
Wolverhampton
WV1 9WJ

Telephone: 0300 555 0333

Email address:

enquiries@legalombudsman.org.uk

Website: www.legalombudsman.org.uk

Alternative complaints bodies (such as Ombudsman Services –

<http://www.ombudsman-services.org/>) exist which are competent to deal with complaints about legal services should both you and our firm wish to use such a scheme.

Money Laundering

Under the Money Laundering Regulations, we must obtain evidence of the identity of all clients both individuals and companies. In some lengthy matters we need to update this evidence as the case goes along.

We will conduct such checks as are reasonably necessary to comply with all applicable laws and regulations, including identity verification, anti-money laundering and sanctions check.

In particular, to enable us to comply with our obligations under the Money Laundering Provisions, whether or not you are a new client, before we can accept instructions from you, or at any time after we have been instructed, we may require you to supply us with satisfactory evidence of your identity or if a company, other documents, for example, details of the registered office of the company; confirmation of the registered number of the company; and evidence of the identity of the principal person who exercises management and control over the company. This will also

require us to ask you questions about yourself, about the source of any income, past or present, or how you acquire property of funds or how a particular business, trust, or company, or funded, or even about the ultimate beneficial ownership of a company, trust or other legal entity.

For the same reason, in addition to our express rights above, where, with reference to our obligations under the Money Laundering Provisions, we have any doubts about the funding of a transaction by any third party or the legitimacy of any matter or transaction, then we reserve the right to delay progress or completion until we have satisfied ourselves of the identity of that third party or the legitimacy of the matter or transaction, and, without prejudice to any other limitation of liability contained in these Terms, we will not be liable for any loss caused by such delay, unless such delay is caused by our negligence

Under the Money Laundering Provisions we are also, in some cases, required to report to the relevant authorities, suspicions which we may have that a matter in which we are or are asked to become involved in is related, or being used, to facilitate Money Laundering, as it is defined in the Proceeds of Crime Act 2002, or other relevant legislation, or if we suspect that you, or any party involved in the transaction or matter, is engaged in Money Laundering. By instructing us you thereby expressly authorise us to comply with the Money Laundering Provisions, including, but not limited to, notifying any relevant authorities of the matter in which we are or are asked to become involved, if we suspect that Money Laundering is, has, or may be taking place, or otherwise come under an obligation to so notify any relevant authorities.

We may from time to time use electronic databases to enable us to verify information you have given to us to enable us to fulfil our obligations under the Money Laundering Provisions.

Under the Proceeds of Crime Act 2002 we must report any suspicions that we have regarding money laundering to the authorities. These regulations used to be restricted to the proceeds of drug trafficking and terrorist activity, but now relate to the proceeds of any crime whatsoever. There are severe penalties if we do not comply and it is highly unlikely that the need to make a report would ever apply to you, but you should be aware of our obligations.

If we make a report the Act stops us from carrying out any further work for you unless we obtain authority to do so. The Act also stops us from telling you that a report has been made or explaining to you why we have stopped work for you. These duties override our duty to you and as such you accept that we will not be liable for any loss you may suffer because of our actions in complying with these duties.

Limitation of Liability

Our liability to you for a breach of your instructions (or professional negligence) shall be limited to £3,000,000. We will not be liable for any consequential, special, indirect, or exemplary damages, costs or losses or any damages, costs or losses attributable to lost profits or opportunities.

We can only limit our liability to the extent the law allows. In particular, we cannot limit our liability for death or personal injury caused by our negligence. Please ask if you would like us to explain any of the terms above.

In certain circumstances and in certain cases we may wish to limit further our legal liability to you but if we need to do so we will discuss and write to you separately about this.

Intuitive Legal;

- (i) Exclude any liability of whatever nature arising as a direct or indirect consequences of our compliance in good faith with any of our statutory, professional or regulatory obligations including, without limitation, under the Money Laundering Provisions; and
- (ii) Exclude all liability, whether in contract, tort (including negligence), breach of statutory duty, contract, misrepresentation or otherwise for all special, indirect or consequential loss howsoever arising; and
- (iii) limit our liability, in total to the maximum aggregate sum of £3,000,000 (including interest and costs) for any claim or claims arising out of:
 - (a) the same matter or transaction.
 - (b) the same act or omission.
 - (c) a series of related acts or omissions.
 - (d) the same act or omission in a series of related matters or transactions; and/or
 - (e) similar acts or omissions in a series of related matters or transactions.

If we are jointly or jointly and severally liable to you with any other party, whether or not you in fact claim against another party, subject at all times to this clause above:

- (i) we shall only be liable to pay you the proportion which is found to be fairly and reasonably due to our fault; and
- (ii) we shall not be liable to pay you the proportion which is due to the fault of another party or for which another party would otherwise be liable.

Subject at all times, any sum due from us to you shall be reduced by the proportion for which another party would have been found liable if either:

- (i) you had also brought proceedings or made a claim against them, or
- (ii) we had brought proceedings or made a claim against them under the Civil Liability (Contribution) Act 1978 or any similar enactment under any other relevant jurisdiction.

Without prejudice to any exclusion or limitation of liability contained in these Terms, and subject to this clause, any statutory limitation period set out in the Limitation Act 1980 and any legal or professional restriction on excluding or limiting liability, any claim made against us must be notified to us in writing within 2 years of when you become aware, or ought reasonably to have become aware, of the circumstances giving rise to such a claim failing which all liability will be excluded.

Without prejudice to any other exclusion or limitation on liability and subject to this clause, we exclude all liability for any loss or damage, whether direct or indirect, caused by any communication, whether by post, fax or email, being misdirected or intercepted by third parties where such misdirection or interception is not a result of our negligence.

Any exclusion of, or limitation on, our liability contained in these Terms shall apply to work done under these Terms and any future work unless we agree different terms with you.

Data Protection Act Notice

We place great emphasis on maintaining the highest standards of confidentiality. Our staff are under an obligation not to disclose any confidential information to third parties, unless the Proceeds of Crime Act 2002 applies or a Court Order. You agree that we may disclose any such confidential information to our professional indemnity insurers, our auditors or any of our partners who we outsource certain legal, financial and administrative tasks to including IT support. We may also have to disclose information to regulatory authorities or under rules of law or professional conduct, where possible we would advise you of the request to disclose information.

Management and Protection of Information

Cybercrime and email related fraud are on the increase. To protect you, your money and our business, the following security measures apply to the transfer of funds to or from the firm.

We will only provide you with our bank account details in a password protected document which will only be sent by email.

If anyone should contact you suggesting that our bank account details have been changed, please notify our finance team immediately on accounts@intuitivelegal.co.uk.

In the event our bank account details change, we will let you know immediately and will send the details in a password protected document via email.

Please do not respond or click on any link purporting to come from IL changing our account details. Please advise us immediately.

If you require our account details to be verified prior to making a payment, please contact our finance team.

We may from time to time verify your details. This may cause some delay processing payments, but it is required to prevent fraud. If you are required to send sensitive information or large files to the firm, please ensure you do so by protected method.

We do not accept liability for any loss occasioned by email or lack of security when transferring data to the firm.

Notice of the Right to Cancel

Under The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 you have the right to cancel this contract within 14 days of the date of our Engagement Letter without giving any reason.

The cancellation period will expire after 14 days from the date of our Engagement Letter.

To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement in writing to ayesha@intuitivelegal.co.uk.

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

Effects of Cancellation

If you requested to begin the performance of services during the cancellation period, you shall pay us an amount which is in proportion to what has been performed until you have communicated us your cancellation from this contract, in comparison with the full coverage of the contract. Where that is not appropriate we will bill you for our time costs incurred plus any disbursements.

Storage of Documents

We will keep a file relating to your instructions in an electronic format. After completing your work, we are entitled to keep the file while there is money owing to us for our fees or expenses. We will normally keep the file (except for any of your papers which you ask to be returned to you) for at least seven years. We keep the file on the understanding that we have your authority to destroy it after seven years after the date of the final invoice we send you on the matter in question.

If we retrieve files or documents from storage in order to act for you in a new or continuing matter, we will not normally charge for the retrieval. We may, however, make a charge (based on time spent) for producing stored files or documents to you or another at your request, or at the request of other authorised third parties or law enforcement agencies. This will include any disbursements, incidental reading, correspondence, or other work. Save

to the extent that the contents belong to us, we will return files to you or to any other solicitors named by you, provided you have paid any relevant invoices in full.

Please contact our office if you require more details regarding our retention periods or require a copy of our retention policy.

In The Event of a Banking Failure

In the event of a banking failure, it is unlikely that the firm would be held liable for any losses of client account money.

We currently hold our client account funds with Lloyds Bank. The £85,000 Financial Services Compensation Scheme (FSCS) limit will apply to each individual client so if you hold other personal monies yourself in the same bank as our client account, the limit remains £85,000 in total, so it may be advisable to check with your own bank as some banks now trade under different trading names.

However, the FSCS 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

In the event of a bank failure, you agree to us disclosing details to the FSCS.

Insurance Mediation

We are not authorised by the Financial Conduct Authority. However, we are included on the register maintained by the Financial Conduct Authority so that we may carry on insurance mediation activity, which is broadly the advising on, selling and administration in insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the Solicitor Regulation Authority. The register can be accessed via the Financial Conduct Authority website at www.fca.org.uk. The Law Society of England and Wales is a designated professional body for the purposes of the Financial Services and Markets Act 2000. The Solicitors Regulation Authority is the independent regulatory arm of the Law Society.

The Legal Ombudsman is an independent complaints-handling body. If you are unhappy with any advice you receive from us, you should raise a complaint in accordance with the firm's complaints procedure.

If you require advice on other Regulated Activities, we have to refer you to someone who is regulated by the FCA. However, for some Regulated Activities, we may be prohibited by FSMA from making such referrals and, if this is the case, we will advise you accordingly.

In England & Wales Incidental Regulated Activities are regulated by the SRA.

Outsourcing

If we use any outsourced companies to undertake work on our behalf such as photocopying/ auditing, we will seek a confidentiality agreement with these outsourced providers and will inform you if they have access to your file of papers and will seek your express consent to allow them to view your file.

If you do not want your file to be outsourced, please let me know as soon as possible.

Copyright

All documentation and materials we produce for you in the course of our work remains our property, but you are licensed non-exclusively in perpetuity to use those materials for the purpose for which they were provided to you by us. This licence is conditional on you having paid our fees in full for the work concerned. You may not assign this licence to any successor to the relevant part of your business or activities. The licence may be terminated by us if any unauthorised use of our copyright is made

Intellectual Property

We will retain copyright, intellectual property and other proprietary rights in all documents and materials prepared by us during the course of providing you with our services. However, you are entitled to make use of those documents for the purposes for which we provide them to you.

Non-Solicitation

You undertake that for the period during which IL acts or provides advice in relation to any matter and for a period of 12 months after the completion of the last matter upon which we have been instructed by you, you will not:

- (a) solicit or entice away (or assist anyone else in doing so) any member of our professional staff with whom you or any of your employees have had dealings in connection with any matter during the 12 months immediately prior to your approach; or
- (b) employ any such person or engage them in any way to provide services to you whether independently or as a partner, employee or consultant of any other firm or company.

Equality and Diversity

We are committed to promoting equality and diversity in all our dealings with clients, third parties and employees.

Regulatory Status

All services provided by us are as a firm of solicitors, authorised and regulated by the Solicitors Regulation Authority. We act at all times in accordance with the highest professional, ethical and business standards, and we expect you to act in the same manner in all your dealings with us. You agree not to expect any conduct from us that might bring our name, or reputation into disrepute or compromise our integrity.

We do not tolerate bribery or corruption and expect that you and your employees will also refrain from such practice.

Client Monies

Any monies received by us or on our behalf from you or on your behalf in connection with any matter shall be at your risk until applied by us in accordance with your instructions and/or the terms of our retainer, any undertaking given by us in connection with the particular matter, or in satisfaction of any costs, fees, disbursements or VAT due from you to us. If you give us instructions in writing as to how such money is to be held pending such application we will comply, where possible, with such instructions subject to the SRA Accounts Rules 2018. In the absence of such specific instructions you hereby authorise and instruct us to place and hold such monies in a non-designated general client account at any bank as defined, in England and Wales, by Section 87 of the Solicitors Act 1974 as amended, re-enacted or substituted from time to time. We shall not be responsible for any loss or damage arising from failure, refusal or inability of any bank or other financial institution to repay all or any part of such monies at any time or from their insolvency or failure, or the failure in or of the banking or inter-bank systems. In such circumstances it may not be possible to complete any matter in accordance with the terms of our retainer. Nothing in this clause shall limit our liability for loss or damage arising out of our reckless disregard of professional obligations, fraud or other liabilities which cannot lawfully be restricted or excluded nor for loss occasioned by our negligence subject always to the limitation on such liability.

Other Matters

A person who is not a party to the terms of our engagement shall have no right to enforce or rely on any of its terms, including under the Contracts (Rights of Third Parties) Act 1999. We shall have no liability to any parties except you in respect of our work.

Unless otherwise specifically agreed by us in writing on each occasion, we will only advise on English jurisdiction, law and procedure (this covers England and Wales).

Any matter upon which we act for you may give rise to tax and/or accountancy implications. Unless specifically agreed in writing, we do not provide any tax or accountancy advice nor undertake to advise

you on any such implications. We would therefore expect your accountants/tax advisers to deal with all issues relating to tax and accounting arising in respect of or in connection with the particular matter and your tax and accounting matters generally. The responsibility for instructing your accountants or tax advisers will, unless otherwise agreed in writing, be yours.

Any advice provided by us will be based and dependent upon the instructions, information and documentation supplied by you and those people whom you have specified will instruct us on your behalf. We will not be responsible for any consequences which may arise from a delay or failure by you, or them, to give us the instructions, information and documentation which we require.

Whilst we may be obliged to advise you to consider whether the expected results of our involvement will justify the costs that will be incurred and, in appropriate cases, on the risks of not achieving those results, we cannot advise on the merits of any transaction that you may be entering into.

Any failure by us to pursue our legal rights or any relaxation of any of them shall not be taken as a waiver or compromise of any such rights

Except where the context otherwise requires, each of these Terms shall be regarded as independent of every other term so that if any such term or the application of any such term to any person or to any circumstance is found to be invalid or unenforceable, then such finding will not affect any other term or the application of such term to any other person or circumstance.

These Terms shall be governed by and interpreted in accordance with English law and any claim arising out of any matter we handle for you shall be subject to the exclusive jurisdiction of the English Courts (save in relation to the enforcement of any judgment obtained by us against you). Each party irrevocably waives any right it may have to object to an action being brought in those Courts, to claim that the action has been brought in an inconvenient forum or to claim that those Courts do not have jurisdiction.

In any circumstances where these Terms place us in conflict with our professional and regulatory obligations, including those under the SRA Code of Conduct for Firms 2019 (or any replacement or successor code regulating the practices of solicitors), we shall at all times comply with such obligations and in this regard our professional and regulatory obligations shall take precedence over the provisions of these Terms.

Occasionally we may, in our discretion, make changes to these Terms. Unless we notify you otherwise, any changes made will not affect any matter on which we are then currently instructed by you.

The following documents constitute the entire agreement between us (i) any engagement letter and accompanying Schedules; (ii) these Terms of Business; and (iii) any amendments or supplements to any of the foregoing agreed by us from time to time, in the event of any conflict between the terms the Engagement Letter shall prevail.

If you have any queries about these Terms of Business, please feel free to contact me.

Ayesha Khaliq
CEO
Intuitive Legal Limited

January 2023

