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TERMS OF BUSINESS

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1. DEFINITIONS

1.1 ***Contract***: means the agreement between *you* and the firm as set out in the terms of business, client care letter and any other documents referred to within either the terms of business or the client care letter.

1.2 ***These terms***: means these Terms of Business.

1.3 ***The firm***: means CASWELL JONES and not any individual or group of individuals within the firm.

1.4 ***We, us*** *and* ***our*** (and other relevant first-person terms): means the firm as a legal entity and not to any individual or group of individuals within the firm.

1.5 ***You***: means each and every party to this contract (other than us).

1.6 In relation to the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013:

a) ***Consumer****:* means an individual acting for purposes which are wholly or mainly outside of that individual's trade, business, craft or profession.

b) ***Trader***: means a person acting for purposes relating to that person's trade, business, craft or profession, whether acting personally or through another person acting in the trader's name or on the trader's behalf. The firm is a trader for the purposes of these regulations.

c) ***Distance contract***: means a contract concluded between a trader and a consumer under an organised distance sales or service-provision scheme without the simultaneous physical presence of the trader and the consumer, with the exclusive use of one or more means of distance communication up to and including the time at which the contract is concluded.

d) ***Off-premises contract***: means a contract between a trader and a consumer which is any of these:

i) A contract concluded in the simultaneous physical presence of the trader and the consumer, in a place which is not the business premises of the trader;

ii) A contract for which an offer was made by the consumer in the simultaneous physical presence of the trader and the consumer, in a place which is not the business premises of the trader;

iii) A contract concluded on the business premises of the trader or through any means of distance communication immediately after the consumer was personally and individually addressed in a place which is not the business premises of the trader in the simultaneous physical presence of the trader and the consumer;

iv) A contract concluded during an excursion organised by the trader with the aim or effect of promoting or selling goods or services to the consumer.

e) ***Conclusion of the contract***: means the date *you* sign the Letter of Acceptance to confirm acceptance of our Terms of Business or the date from which you continue to provide us with instructions following receipt of our terms.

f) ***Cancellation period****: means 14 days from the day of the conclusion of the contract.*

2. TERMS OF BUSINESS

2.1 *These terms* may not be altered unless agreed in writing by a Senior Partner of the firm.

2.2 *You* should read *these terms* carefully, along with your Client Care letter and any other documents referred to within that Client Care letter, as these documents set out the basis on which *we* will provide services to *you* and form the *contract* between *us*.

2.3 By accepting *these terms*, *you* are entering into a *contract* with *the firm*.

3. RESPONSIBILITIES

3.1 *Our* responsibilities include advising *you* on the law, following your instructions, reviewing your matter regularly, and discussing with *you* whether the potential outcomes justify the expense and risks involved with *your* matter.

3.2 Once a matter has ended, unless *we* expressly agree in writing otherwise:

a) we are not responsible for updating our advice or documentation to reflect any later changes in the law or practice; and

b) we will not remind you about future deadlines or obligations relevant to that matter.

3.3 *You* need to provide *us* with clear and timely instructions, the information and documents required for *us* to do *our* work, and funds required.

4. INSTRUCTIONS

4.1 If *we* are advising more than one person (whether individuals, companies or other entities), *we* will, unless otherwise agreed in writing, act for those persons jointly and severally.

4.2 If *you* are instructing *us* jointly, it is your responsibility to tell *us* straightaway if *you* require more than one person to give *us* instructions in relation to your matter. Otherwise, *we* will accept instructions from any one person.

4.3 If *you* are a company or other commercial entity, it is your responsibility to tell *us* at the outset if *you* require more than one director (or equivalent) to give *us* instructions.

5. INFORMATION ABOUT THIS *FIRM*

5.1 *The firm's* contact details are:

a) **Name: CASWELL JONES**

b) **Constitution: Partnership**
A list of Partners is available on our Client Care letter

c) **Details for Caerphilly office** –
Address – Abacus House 44 Windsor Street Caerphilly CF83 1FW

Tel No - Caerphilly – 02920 864888
Email - reception@caswelljones.com
SRA ID number - 71008

d) **Details for Ystrad Mynach office**
Address – Suite 23, Tredomen Business and Technology Centre
Tredomen Park, Hengoed CF82 7FN

Tel No**:** Ystrad Mynach – 01443 816622
Email – ystrad@caswelljones.com
SRA ID number - 197634

e) **Website:** www.caswelljones.com
f) **Hours of business:** 9.00am – 5.00pm (closed for lunch 1pm – 2pm)
g) **VAT number:** 433 3931 61
h) Appointments can be face-to-face/by telephone/by zoom/by Teams – by arrangement]

5.2 *We* are authorised and regulated by the Solicitors Regulation Authority (SRA). This means that *we* are required to comply with a number of professional rules set out in the SRA Standards and Regulations which *you* can view at https://www.sra.org.uk/solicitors/standards-regulations/.

5.3 The SRA Indemnity Insurance Rules, in force from time to time, require *us* to take out and maintain Professional Indemnity Insurance with participating insurers. Information about the compulsory layer of Professional Indemnity Insurance *we* carry, including the contact details of *our* insurers and the territorial coverage of our insurance, are available in hard copy at *our* Caerphilly office or made available upon request.

6. *OUR* CHARGES

6.1 The basis for *our* charges will be set out in your Client Care letter.

6.2 **Fixed fee services:**

a) If *we* charge on a fixed fee basis, this is based on the assumption that the work will be completed without any complications arising. If any unforeseen additional work is required, or if *you* change *your* instructions to *us*, *we* will either provide a revised fixed fee or agree that any additional work will be charged at the hourly rate of the person(s) dealing with your matter. In either case, *we* will not carry out any further work until any changes to *our* original estimate have been agreed in writing.

6.3 **Hourly rate services:**

a) If *we* charge on an hourly rate basis, hourly rates vary according to the experience of the person handling your matter. The hourly rates that apply to your matter are set out in our Legal Fees Schedule sent to you with your Client Care letter.

b) *We* review *our* hourly rates from time to time, *we* will notify *you* in writing of any increase. If you do not accept the new rates after review, we reserve the right not to continue acting for you.

c) *You* will be charged for time spent on your matter which will include: any meetings with *you* (and any third parties); considering, preparing and working on papers;

correspondence; email correspondence is charged for at the same rate as letters sent and received; making and receiving telephone calls; research; internal consultations; and travelling. Time is recorded and charged in six-minute units at the applicable hourly rate. Therefore, this is the minimum amount of time *we* will charge for any piece of work undertaken on your matter.

d) *We* add VAT to *our* fees applicable at the time that the work is completed.

e) *We* reserve the right to charge separately for photocopying, printing, telephone calls, faxes, electronic funds transfers, catering and other support services, and travel, courier and other incidental expenses. Where applicable, *we* will charge VAT on *our* charges and expenses.

f) Where *we* give *you* an estimate of costs, it is a guide to assist *you* in budgeting for your legal costs and is not fixed. *We* will do *our* best to keep *you* updated with the best costs information that *we* are able to provide at any one time. If *you* would like to agree a ceiling figure, above which *we* will not incur any further costs without your consent, please let *us* know as soon as possible.

7. DISBURSEMENTS

7.1 All disbursements (expenses) which *we* incur in working on your matter will be payable by *you* in addition to *our* charges. Examples of these expenses include but are not limited to Land Registry and Companies House fees; search fees; Stamp Duty Land Tax (and similar taxes); fees charged by experts, agents, couriers and barristers; court fees; travel expenses and subsistence; international telephone calls; use of on-line databases; and telegraphic transfer fees. VAT is payable on certain expenses, which *you* will need to pay in addition.

8. PAYING *OUR* BILLS

8.1 The frequency of billing will depend on the nature of a matter. The frequency of billing for your matter is set out in your Client Care letter.

8.2 In some cases, particularly when litigation is involved or when *we* may need to incur substantial expense on *your* behalf *we* may require *you* to provide a payment on account (payment in advance of *us* carrying the work out). Where *we* ask *you* for payment on account, *we* are not obliged to carry out any work on your matter until that payment has been made. A payment on account is not an estimate or fixing of charges, and our total charges may exceed the payment on account.

8.3 *You* must tell *us* straightaway if *you* have any form of legal expenses insurance that *you* think might pay for *our* bills.

8.4 If a third party agrees to pay *our* bills, *you* will remain responsible to *us* for payment until those bills have been paid in full.

8.5 Unless agreed otherwise, all our bills are payable within ONE MONTH of delivery. If *we* do not receive payment during this time, then *we* reserve the right to charge *you* interest on the outstanding amount from the due date until the date the bill is paid at a

rate of interest prescribed for judgments from time to time. Interest will accrue from one month after the date of delivery of the bill to the date of payment and will be payable on demand. *We* may also retain any papers and documents belonging to *you* while payment for *our* bills is outstanding.

8.6 All bills, whenever they are submitted, will be for the period to which they relate but this does not prevent *us* from invoicing *you* for expenses for that period on a subsequent bill.

8.7 Bills in respect of Conveyancing matters are required to be paid prior to exchange of Contracts at which time it will also be necessary to pay the balance of the purchase monies due and all disbursements including Stamp Duty Land Tax. Where there is a balance available to pay your costs and disbursements on completion of the transaction, we will deduct costs and disbursements from the balance due to you. You are authorising us to make the necessary deductions to include discharging our fees and your Estate Agents' fees on completion.

8.8 We accept payment by cheque, cash, credit/debit card, bank transfer.
Cash - *We* normally only accept cash up to a limit of £500 in any 28-day period. If *you* circumvent this policy by depositing cash direct with *our* bank, *we* reserve the right to charge for any additional checks *we* deem necessary regarding the source of the funds.
Cheques - should be made payable to CASWELL JONES.
Credit/debit card payments - can be taken in person at the office or by telephoning our Accounts Department.
Bank transfer – we can accept payment by this method. Please ensure you provide our reference. Our Bank details are provided separately by letter sent by post but can be provided by request.

8.9 Bank details - Our bank details will be provided to you. For security reasons, we do not provide or accept bank details by email. We can only provide or accept bank details in person or by telephone after verifying your identification. This can be done by the person dealing with your case and/or providing a personal password which can be set up on your file. This is for your protection. You should be aware that fraudsters occasionally target people involved in legal transactions. Please be wary of any messages you receive which suggest you should pay money to any other account than the one quoted in our Client Care letter. This applies even if the message is in an email, letter or phone call which purports to be from us.

8.10 If *we* are providing services to more than one person whether individuals, companies or entities and *we* are asked to deliver bills only to one person, those bills will remain payable in full by all persons that *we* provide services to under this *contract*.

8.11 Where *we* hold money on your behalf because *we* have received funds on your behalf or *you* have made payment on account, *we* may use this money towards payment of *our* bills. *We* will advise *you* if *we* do this.

8.12 Where *we* have to pay money to *you*, it will be paid by cheque or bank transfer. It will not be paid in cash or to a third party.

8.13 *You* can make a complaint about a bill using *the firm's* complaints procedure which is available upon request. *You* may also have the right to complain to the Legal Ombudsman

(see para 23) or to apply to the court for an assessment of the bill under part III of the Solicitors Act 1974.

8.14 If an account remains unpaid and we commence legal proceedings against you to recover the sums you owe to us, we will be entitled to recover from you the legal costs that we incur in connection with those proceedings at our standard hourly rates, together with all disbursements including fees of counsel and any other lawyers engaged by us in our attempts to recover payment from you.

8.15 Where an account is overdue, we are entitled to retain any files and documents belonging to you which are in our possession until our account is settled. We also reserve the right to cease working on this and any other matters on which we are acting for you.

9. CONTENTIOUS MATTERS

9.1 *You* will be responsible to *us* for our fees and disbursements regardless of any order obtained for payment of *your* costs by another party. *Our* costs are likely to exceed the sum which *you* could recover from any other party to the proceedings. *You* should also bear in mind that *you* may be ordered to pay the costs of the other party. If your opponent is legally aided, you may not recover costs or costs.

10. *YOUR* MONEY

10.1 Interest Policy

a) Where *we* hold money in a client account for *you*, the SRA Accounts Rules require *us* to account to *you* for interest where it is fair and reasonable to do so in all the circumstances. This is typically where we are holding a substantial amount of money for a significant period of time.

b) *Our* interest policy shall be kept under review and may change if the Bank of England base rate increases or decreases. Interest rates payable on client accounts will accrue at the rate payable by our bank on instant access deposits. Therefore, the rate of interest available on client accounts is lower than rates of interest which can be obtained on other bank or building society accounts.

c) For cleared funds paid into a client account, *the firm* shall account for interest unless one of the following circumstances apply:

i) The amount of interest calculated on the balance held is £50.00 or less; or

ii) The client money was held in cleared funds in client account for a period of five working days or less.

d) *We* will usually account to *you* for interest if applicable at the conclusion of *your* matter.

e) If we hold sums of money for you in relation to different matters, we will normally treat the money separately

f) We will not account for interest on money held for the payment of a professional disbursement, if the intended recipient has requested a delay in settlement. Nor will we account for interest held for the Legal Aid Agency.

g) We will not be liable to repay any money that we hold for you in our client account at *Lloyds Bank* which is lost as a result of a failure of the bank.

10.2 Banking

a) *The firm* operates its client accounts through Lloyds Bank.

b) It is unlikely that *we* will be held liable for losses resulting from a banking failure.

c) The Financial Services Compensation Scheme (FSCS) is the UK's statutory compensation scheme for customers of deposit providers (banks, building societies, etc.). The FSCS can pay compensation (up to £120,000) to consumers if a deposit provider is unable, or likely to be unable, to pay claims against it. Some temporary high balances (up to £1,400,000) are also covered for up to six months; these relate to balances in transactions involving property, marriage, divorce, redundancy, unfair dismissal, personal injury, a legacy from an estate of a deceased person or money held on behalf of a deceased person for the purpose of administering their estate. Please ask for further details if *you* require them.

d) The £120,000 FSCS limit applies to an individual client, so if *you* hold other personal monies in the same deposit-taking institution as *our* client account, the limit remains £120,000 in total. Some deposit-taking institutions have several brands, i.e. where the same institution is trading under different names, so *you* should check with your deposit provider, the FCA or a financial adviser for more information. Further information regarding the FSCS can be found at www.fscs.org.uk, telephone number **0800 678 1100** or **020 7741 4100** (for international callers).

e) If a banking failure occurs in relation to any deposit provider which holds money that *we* have deposited on your behalf, *we* will seek consent from *you* to disclose to the FSCS all relevant details in *our* possession about *you* and the money that *we* hold on your behalf with such a deposit provider. Please note that if *you* withhold consent to *our* disclosure of your details to the FSCS in such circumstances, *you* may forfeit any right *you* may have to receive compensation from the FSCS where a banking failure occurs in relation to a deposit provider holding money which *we* have deposited on your behalf.

10.3 **Unclaimed client funds**

a) Following the conclusion of your matter, any remaining funds held on your behalf will be returned to you promptly. If we are unable to return these funds due to outdated contact details or other circumstances beyond our control, we will make reasonable efforts to trace you, including written correspondence and, where appropriate, the use of tracing services.

b) If, after a period of 12 months, we are still unable to return the funds and the balance is £500 or less, we reserve the right to donate the amount to a registered charity of our choice, in accordance with the SRA Accounts Rules. For balances exceeding £500, we will seek authorisation from the SRA before taking any such action.

c) You may reclaim these funds at any time, and we will ensure that appropriate indemnities are in place to protect your entitlement.

11. LIMITATION OF LIABILITY

11.1 Our liability to *you* for a breach of your instructions shall be limited to £2 million pounds, unless *we* expressly state a higher amount in the letter accompanying these terms of business.

11.2 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.

11.3 This liability cap will apply to our aggregate liability to you together with any associated party for whom you are acting as agent in relation to the relevant matter on any basis.

11.4 Proportional liability: In addition to the other limitations in this document, where *we* and/or third parties are responsible for any loss suffered by *you*, *our* liability for that loss will be limited to a fair proportion of *your* total loss calculated by reference to the extent of *our* responsibility. If *you* have engaged others to represent or advise *you* on a matter in which *we* are involved and *you* agree with any of them that their liability to *you* will be limited, in order that *our* position is not adversely affected by any such limitation of their liability, *you* agree that *our* liability to *you* will not exceed the amount which would have applied in the absence of that limitation.

11.5 Third party liability: If *you* start proceedings against *us* for loss or damage and there is another person (for example, another adviser) who is liable (or potentially liable) to *you* in respect of the same loss or damage, then *you* will (if *we* so request) join them into the proceedings. This is subject to any legal prohibition against *your* joining them in that way.

11.6 We have an interest in limiting the personal liability of employees, consultants and partners. Accordingly, *you* agree that you will not bring any claim against any individual employee, consultant or partner in respect of losses which *you* suffer or incur, arising out of or in connection with *our* engagement or the services *we* provide. The provisions of this paragraph will not limit or exclude the firm's liability for the acts or omissions of *our* employees, consultants or partners. The provisions of this paragraph are intended for the benefit of our employees, consultants and partners but the terms of our engagement may be varied without the consent of all or any of those persons.

11.7 We can only limit *our* liability to the extent the law allows. In particular, *we* cannot limit *our* liability for fraud nor for death or personal injury caused by *our* negligence, nor for negligence in contentious business, insofar as the Solicitors Act 1974 s60(5) precludes the exclusion of such liability.

Please ask if *you* would like *us* to explain any of the terms above.

12. RIGHTS OF THIRD PARTIES

12.1 Our advice is for *your* benefit only. Save as expressly set out, *our* agreement with *you* is not intended to confer rights on any third parties whether pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise.

12.2 No other person may see or rely on our advice without our written consent and subject to the conditions that we impose at the time.

12.3 This part of our business, including complaints or redress if something goes wrong is regulated by SRA.

13. UNDERTAKINGS

13.1 An undertaking is a statement given orally or in writing whether or not it includes the word "undertake" or "undertaking" to someone who reasonably places reliance on it, that you or a third party will do something or cause something to be done or refrain from doing something. As such, undertakings will only be given by a partner with the exception of:

- Routine/implied property undertakings which can be given by property fee earners;
- undertakings to the court given by an advocate.

13.2 We have professional conduct obligations under the SRA Standards and Regulations to perform all undertakings within an agreed timescale or within a reasonable period of time. By reference to paragraph 1.3 of the Code for Solicitors, RELs and RFLs and Code for firms, there is a requirement to perform all undertakings and do so within an agreed timescale or if no timescale has been agreed then within a reasonable amount of time. Failure to honour an undertaking, could result in being in breach of the SRA Standards and Regulations and/or in breach of contract, both of which can result in serious consequences.

13.3 It is important to note that undertakings may create contractual liability and in certain cases, namely where they are given by a Solicitor in their personal capacity or on behalf of an unincorporated legal practice may also be enforced by the courts under their supervisory jurisdiction.

13.4 Undertakings given by, or on behalf of LLPs, other incorporated or limited entities of companies on the other hand cannot be enforced by the courts as the practices in themselves are not officers of the court and therefore cannot be compelled by the court to perform the undertaking, award compensation or become subject to potential contempt proceedings in respect of the undertaking.

13.5 Our policy in respect of undertakings is as follows:

Our policy in respect of undertakings is as follows:

- *We will not give an undertaking unless it has been authorised by a partner with the exception of routine/implied property undertakings which can be given by property fee earners or undertakings to the court given by an advocate.*
- *Personal undertakings must not be given by file handlers*
- *When accepting an undertaking from an LLP or incorporated entity, we will use our best endeavours to ascertain whether the person giving the undertaking is an individual, traditional partnership or LLP. If an LLP, we can explore the options of seeking personal undertakings from a solicitor in the firm we are dealing with are dealing with to protect the client's interest or ask that they include the consideration in the wording in the undertaking to give it contractual weight.*
- *Financial or non-standard undertakings may only be given in circumstances where performance or compliance with an undertaking can be guaranteed. Undertakings are binding even if it is to do something outside of our control.*

- *All financial and non-standard undertakings given by us must be recorded in writing.*
- *If an undertaking is received by email and there are any doubts about whether it came from the purported sender, we would contact the sender by phone to confirm the email's authenticity*
- *Undertakings given must be clear, as ambiguous undertakings are generally construed in favour of the recipient;*
- *It is the responsibility of file handlers to decide when an undertaking may be required and to obtain the necessary authority to give the undertaking;*
- *Obtain the client's authority before giving an undertaking which may affect the client's position in any way.*
- *Do not undertake to pay a sum of money unless we have the required funds and the client's authority to make the payment. If we do not have the required funds, we may (with the client's consent) undertake to pay out of such funds as they come into our hands;*
- *Any difficulties in complying with an undertaking must be reported to the COLP immediately;*
- *If we have given an undertaking dependent upon the happening of a future event and it becomes apparent the future event will not occur, notify the recipient of this;*
- *A file cannot be closed or transferred to another firm if an undertaking is still outstanding.*

Should it be deemed necessary to provide an undertaking in your matter, our liability to you, as to the extent to which such an undertaking in the firm's name can be enforced, is limited to £2million *which has been approved by the firm's PII.*

14. STORAGE OF DOCUMENTS

14.1 After completing the work, *we* may be entitled to keep all your papers and documents while there is still money owed to *us* for charges and disbursements.

14.2 *We* will keep *our* file of your papers (except those papers you ask to be returned to you) in a secure storage area under our control for a minimum of 6 years from the date of the final invoice, after which time they will be securely destroyed. This time will vary depending on the type of case we deal with for you. *We* will not destroy documents *you* ask *us* to deposit in safe custody. However, should any of your documents be lost or damaged as a result of events beyond our reasonable control we will not be liable for their replacement or for any resultant loss.

14.3 If *we* take papers or documents out of storage in relation to continuing or new instructions to act for *you*, *we* will not normally charge for such retrieval. However, *we* may charge *you* for: time spent producing stored papers that are requested; and reading, correspondence or other work necessary to comply with your instructions in relation to the retrieved papers. Unless otherwise agreed with *you* in writing, those charges will be at *our* hourly rates applicable at that time.

14.4 If you request retrieval of your file for your own personal reasons or to obtain documents or information which we have previously sent to you, we will normally charge an administration fee.

15. CONFIDENTIALITY AND DATA PROTECTION

15.1 Our use of your information is subject to your instructions, the Data Protection Act 2018 ('DPA') and *our* duty of confidentiality. Therefore, *we* keep information passed to *us* confidential and will not disclose it to third parties except as expressly or implicitly authorised by *you*, except in the following circumstances:

i. if required by law;
ii. if we are required to provide information to professional service providers (such as expert witnesses, auditors or other advisors) for legal, regulatory and compliance purposes;
iii. if we need to notify our professional indemnity insurer of a circumstance that could lead to you making a negligence claim against the firm under the terms of our policy – in such a scenario, we will disclose information about the potential negligence we have identified on an anonymous basis in the first instance; conversely, where we need to notify our professional indemnity insurer of an actual claim for negligence being made by you, it will be taken that by lodging such a claim, you are implicitly authorising us to release your details so that we can deal effectively with such a claim;
iv. if we are required to provide information to selected third parties (including barristers and consultants) who assist us with legal, financial, administrative, information technology and other services; or
v. if that information has entered the public domain other than as the result of our unlawful disclosure.

15.2 If we engage a third party in connection with your matter, *we* will put in place an agreement requiring them to treat your information as confidential.

15.3 The firm is the data controller (for the purposes of the DPA) of personal data that you provide to *us*. This means that the firm has a duty to comply with the provisions of the DPA when processing *your* personal data.

15.4 The firm has appointed **MRS RHIANNON STREET** as its Data Protection Officer (DPO). She is responsible for overseeing the firm's compliance with DPA -

15.5 We use the information *you* provide primarily for the provision of legal services to *you* and for related purposes including (but not limited to): updating and enhancing client records; analysis to help *us* manage *our* practice; statutory returns; and legal and regulatory compliance.

15.6 Data Protection – your obligations – If you send us personal data about anyone other than yourself, you will ensure that 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.

15.7 If *you* are an individual, *you* have rights under the DPA. These rights are:

- **The right to be informed and the right of access** – You can request a data subject access request (DSAR) by emailing the supervisor of your matter or emailing **MRS RHIANNON STREET** **rastreet@caswelljones.com** with the details of the personal data that you want to access.

- **The right to rectification** - Please contact the supervisor of your matter to rectify any information that we hold. In some cases, we may ask to see proof of this change of data.
- **The right to erase** - To request to erase any data that we hold on you please contact your supervisor or **MRS RHIANNON STREET**. Please also bear in mind if we are in the middle of a matter this may affect our capability to act for you. If this is the case, we will discuss this with you.
- **The right to restrict processing** - To request a restriction of processing please notify your supervisor or **MRS RHIANNON STREET** who will contact you to discuss the requirements of your requested restriction. Please bear in mind that some restrictions may prevent us from acting on your behalf. If this is the case, we will discuss this with you.
- **The right to data portability** - To request this please contact your supervisor or **MRS RHIANNON STREET** who will discuss the format you would like your data in when you make a DSAR.
- **The right to object** - If you wish to to object to of any processing (irrelevant if consent has been provided previously), please contact the supervisor of your matter or **MRS RHIANNON STREET** who will discuss your needs with you and action your request. Bear in mind, depending on the extent of the request this may prevent us from acting on your matter.
- **Rights in relation to automated decision making and profiling** – The firm does not conduct any solely automated decision making or profiling.
- **The right to complain** – you have a right to complain to the Information Commissioner if you believe that there is a problem with the way in which we are handling your data.

15.8 These rights are absolute, but there are some cases where our legal obligations override data subject rights. (For example, keeping data for anti-money laundering purposes, notifying the NCA of any money laundering suspicions without notifying you).

15.9 We retain data as needed under the DPA. The timescales are explained in clause 13.2.

15.10 Should *you* have any queries concerning these rights, please contact **MRS RHIANNON STREET** at *our* office in Ystrad Mynach

15.11 If *you* are unhappy about any aspect of how *we* process your data, *you* have the right to complain to the ICO who are the UK's supervisory authority in charge of upholding information rights in the interest of the public. Please see their website at www.ico.org.uk for more information.

16. USE OF ARTIFICIAL INTELLIGENCE (AI)

16.1 We may use AI tools in the delivery of certain legal and administrative services. These tools may include: LEAP Matter AI Chat, LEAP Research AI law, Microsoft Copilot.

16.2 All tools will align with data protection requirements and will be used for the following purposes*: FSCS e.g. legal research, drafting templates, analysing large datasets.*

16.3 Any information/data generated by an AI tool will be reviewed, verified and approved by *a qualified lawyer* before being relied upon or provided to clients. AI is used to support efficiency and quality but never replaces professional judgment or legal expertise.

16.4 If you have any concerns about the use of AI in your matter, please discuss this with the Fee Earner.

16.5 Please be aware that AI can sometimes produce inaccurate information or documentation which places limitations and potential unreliability on AI generated legal advice or documents. We have professional qualifications and regulatory obligations to ensure accuracy. If there are any challenges to our legal advice based on AI generated legal advice, this could result in additional fees for addressing this.

17. DISCLOSURE OF INFORMATION TO OUR PROFESSIONAL INDEMNITY INSURANCE PROVIDER

17.1 Under the SRA Indemnity Insurance Rules we are required to take out and maintain qualifying insurance. Details of our insurance are available on request.

17.2 If *we* have to make a notification under the terms of our professional indemnity policy, information about *you* and your file may be seen by our insurers. Your file may, therefore, be seen by an assessor or another person unconnected with the firm in the future, unless *you* have notified *us* that they do not agree to this.

18. DISCLOSURE OF INFORMATION FOR PROPERTY TRANSACTIONS

18.1 If *we* are also acting for your proposed lender in this transaction, *we* have a duty to fully reveal to your lender all relevant facts about the purchase and mortgage. That includes any differences between the mortgage application and information we receive during the transaction and any cash back payments or discount schemes that a seller is giving *you*.

18.2 You must disclose all information which may affect your liability for stamp duty land tax or other stamp duty (duty) as *we* can then ensure *you* pay the correct duty. If *you* fail to disclose all information (and if in doubt, please disclose it as it can be discounted if it is not relevant) *you* must accept full liability for any penalties or action or other proceedings that any authority may take against *you* for failing to disclose information which resulted in a duty or greater liability to pay such duty.

Where *we* submit Stamp Duty Land Tax returns to HMRC on *your* behalf, *we* do so as a registered tax adviser in accordance with clause 18A.

18A HMRC tax adviser registration

18A.1 Where *we* interact with HMRC on *your* behalf in connection with *your* tax affairs — including but not limited to submitting Stamp Duty Land Tax returns, corresponding with HMRC on inheritance tax matters, making disclosures, or dealing with tax aspects of corporate transactions — *we* are required to be registered with HMRC as a tax adviser under Part 7 of the Finance Act 2026.

18A.2 *The firm* is registered with HMRC via an Agent Services Account and meets HMRC's conditions for registration, including supervision for anti-money laundering purposes by the Solicitors Regulation Authority.

18A.3 If *our* HMRC registration is suspended or revoked for any reason, *we* will be unable to interact with HMRC on *your* behalf until registration is restored. In those circumstances, *we* will notify *you* promptly and discuss the options available to *you*, which may include instructing another firm to handle the HMRC aspects of *your* matter.

18A.4 Registration as a tax adviser with HMRC does not mean that *we* hold *ourselves* out as specialist tax advisers. Unless *we* expressly agree otherwise in your client care letter, *our* advice does not extend to tax planning or tax advisory services, and *we* do not assume responsibility for *your* tax position beyond the specific services described in your client care letter.

19. COMMUNICATION – SECURITY OF COMMUNICATION

19.1 We may communicate with you by letter, by post or by email

19.2 Where *you* provide *us* with fax or computer network addresses for sending material to, *we* will assume, unless *you* tell *us* otherwise, that your arrangements are sufficiently secure and confidential to protect your interests.

19.3 The Internet is not secure and there are risks if *you* send sensitive information in this manner or *you* ask *us* to do so. Data *we* send by email is not routinely encrypted, so please tell *us* if *you* do not want *us* to use email as a form of communication with *you* or if *you* require data to be encrypted.

19.4 We will take reasonable steps to protect the integrity of *our* computer systems by screening for viruses on email sent and received. *We* expect *you* to do the same for your computer systems. Neither *you* nor *we* shall have any liability to each other in respect of any claim or loss arising in connection with such a virus or defect in an electronic communication other than where such claim or loss arises from bad faith or wilful default.

19.5 It is very unlikely that *we* will change *our* bank account details during the course of your matter. In any event, *we* will never contact *you* by email to tell *you* that *our* details have changed. If *you* receive any communications purporting to be from this firm, that *you* deem suspicious or have any concerns about (however slight), please contact *our* office straightaway.

19.6 For security reasons, we do not provide or accept Bank details by email. We will provide our bank details separately. We can only provide or accept bank details in person or by telephone after verifying your identification.

20. FILE AUDITING AND VETTING

20.1 The firm may become subject to periodic auditor quality checks by external firms, companies or organisations, for the purpose of assessing the firm's compliance with its regulatory obligations and to obtain/maintain specialist accreditations which improve our practice. This could mean that your file is selected for checking. It is a specific requirement

imposed by us that these external firms, companies or organisations fully maintain confidentiality in relation to any files and papers which are audited/quality checked by them.

20.2 Your files may also be reviewed in a due diligence exercise relating to the sale or transfer of all or part of our business, the acquisition of another business by us or the acquisition of new business.

20.3 If you do not wish your file to be used in either of the ways outlined above, please let us know as soon as possible.

20.4 If you are in receipt of any form of Legal Aid, you have entered a Contract with Legal Aid Agency and therefore you do not have a right to refuse inspection of your file and case records as part of a regulatory and compliance audit (ie SQM to which the firm is subject).

21. REFERRALS TO THIRD PARTIES

21.1 If *we* recommend that *you* use a particular firm, agency or business, *we* shall do so in good faith and because *we* believe it to be in your best interests. However, if that particular firm is not another firm of solicitors, then *you* will not be afforded the regulatory protection of the Solicitors Regulation Authority (SRA), the SRA's Codes of Conduct and SRA Indemnity Insurance Rules, nor shall *you* be entitled to the benefit of the SRA Compensation Fund.

21.2 We will only refer, recommend or introduce *you* to a separate firm, agency or business where *you* have given *us* your informed consent to do so.

22. CLOUD COMPUTING

22.1 The firm uses cloud storage for storing data including client files and other confidential information. *We* undertook a thorough risk assessment before transferring data to the cloud and ensured that the supplier is compliant with data protection legislation and is ISO 27001 accredited (the international standard for information management).

22.2 We use reputable cloud storage providers. If *you* do not want your file or data to be stored on the cloud, please tell *us* as soon as possible.

23. ANTI-MONEY LAUNDERING

23.1 We are professionally and legally obliged to keep your affairs confidential. However, *we* may be required by law to make a disclosure to the National Crime Agency where *we* know or suspect that a transaction may involve money laundering or terrorist financing. If *we* make a disclosure in relation to your matter, *we* may not be able to tell *you* that a disclosure has been made. *We* may have to stop working on your matter for a period of time and may not be able to tell *you* why.

23.2 We will not accept any liability for any loss caused to *you* or any other party as a result of *our* refusal to proceed with a matter or transaction or otherwise complying with *our* legal obligations.

23.3 Anti Money Laundering checks – The law requires *us* to obtain satisfactory evidence of identification of clients and sometimes people associated with them. *We* may require personal

data from *you* for the purposes of anti 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. Our practice is to obtain 2 separate forms of identification and/or carry out online searches to obtain suitable evidence. We will charge £10 plus VAT per person and this will appear on your bill as an administration fee.

23.4 If *you* cannot come is to see *us* so that *we* can verify your identity documents, *we* may need to ask *you* to have the documents certified by a trusted third party. They should write on the copies "this copy is a true likeness of the original which was presented to us by the person named therein". The copy should be signed and dated by them to include their name, occupation and contact details.

24. FINANCIAL SERVICES

24.1 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* can carry on insurance mediation activity, which is broadly the advising on, selling and administration of insurance contracts. This part of *our* business, including arrangements for complaints or redress if something goes wrong, is regulated by the SRA. The register can be accessed via the Financial Conduct Authority website at www.fca.org.uk/register.

24.2 The Law Society is the designated professional body for the purposes of the Financial Services and Markets Act 2000, but responsibility for regulation has been delegated to the SRA (the independent regulatory body of the Law Society), and responsibility for handling complaints has been delegated to the Legal Ombudsman. If you are unhappy with any insurance advice you receive from us, you should raise your concerns with either of these bodies.

24.3 The limited regulated activities that *we* carry out are issuing certain insurance policies, such as after the event legal expenses insurance, defective title insurance and other property indemnity insurance (such as breach of covenant, absence of easement, lack of planning permission, unknown rights and covenants policies).

24.4 Any insurance policy arranged by *us* on your behalf, shall, in *our* opinion, be adequate to meet your needs, but *you* are hereby informed that *we* do not recommend any policy over and above any other and that it is your responsibility to check that *you* are satisfied with the excess levels, exclusions, limitations and other policy terms. *We* do not conduct a fair analysis of the insurance market prior to arranging insurance policies. *You* can request details of the insurance undertakings with which *we* conduct business at any time. No communication from us is intended or should be construed as an invitation or inducement to you or to anyone else to engage in investment activity.

24.5 You must provide *us* with details of any relevant existing insurance policies *you* may have at the outset. *We* will not be liable to *you* for any losses *you* sustain as a result of your failure to provide *us* with such details.

25. COMPLAINTS

25.1 This firm is committed to high quality legal advice and client care. If *you* are unhappy about any aspect of the service *you* have received, in the first instance it may be helpful to

contact the person who is working on your case to discuss your concerns and we will do our best to resolve any issues.

25.2 If *you* would like to make a formal complaint, please contact **MRS RHIANNON STREET**, who is the Complaints officer at *this firm*. Phone number 01443 816622/email **complaints@caswelljones.com** or by post to *our* office in Ystrad Mynach. If your complaint is concerning Mrs Rhiannon Street, then your complaint should be addressed to Mr Conner Street. Phone number 02920 864888/email mcs@caswelljones.com.
We have a procedure in place which details how *we* handle complaints which is available on request. Making a complaint will not affect how *we* handle your case.

25.3. *We* have eight weeks to consider your complaint. If *we* have not addressed it within this time, or you remain dissatisfied with our handling of your complaint, *you* may complain to the Legal Ombudsman. The Legal Ombudsman investigates complaints about service issues with lawyers.

25.4. Normally, *you* will need to bring a complaint to the Legal Ombudsman within one year from the date of the act or omission about which *you* are complaining, or within one year of when *you* should reasonably have realised that there was cause for complaint. *You* must also refer *your* complaint to the Legal Ombudsman within six months of receiving a final written response from *us* about *your* complaint

25.5 The Legal Ombudsman will look at the complaint independently and any investigation by them will not affect how we handle your case. Before accepting a complaint for investigation, the Legal Ombudsman will check that you have tried to resolve the complaint with us in the first instance and you have suffered significant financial loss, stress or inconvenience, or detriment which deems it proportionate for them to investigate.

25.6 As well as *your* right to complain about any of our bills under our complaints procedure, *you* can also apply for the bill to be assessed by the court under Part III of the Solicitors Act 1974, in which case the Legal Ombudsman may not consider your complaint.

25.7 You should be aware that, when your complaint relates to a bill, the Legal Ombudsman will not consider your complaint while your bill is being assessed by a court.

25.8 A complainant to the Legal Ombudsman must be one of the following:

a) An individual;

b) A business or micro-enterprise as defined in European Recommendation 2003/361/EC of 6 May 2003 (broadly, an enterprise with fewer than 10 staff and a turnover or balance sheet value not exceeding £2 million);

c) A charity with an annual income net of tax less than £1 million when it referred the complaint to the firm;

d) A club, association or organisation, the affairs of which are managed by its members/a committee/a committee of its members, with an annual income net of tax less than £1 million when it referred the complaint to the firm; or

e) A trustee of a trust with a net asset value less than £1 million when it referred the complaint to the firm; or

f) A personal representative or beneficiary of the estate of a person, who, before he/she/they died, had not referred the complaint to the Legal Ombudsman.

25.9 The complaint must relate to services which the firm:

a) Provided to you; or
b) Provided to another person who procured them on behalf of you; or
c) Provided to an estate of a person who is deceased where you are a beneficiary of that estate; or
d) Provided to (or as) trustee where you are a beneficiary of the trust; or
e) Offered, or refused to provide to you.

25.10 For more information on the Legal Ombudsman's rules and requirements, please see their Scheme Rules effective from 1 April 2023, which are available on their website.

25.11 Legal Ombudsman Contact Details:

a) Address: PO Box 6167, Slough, SL1 0EH
b) Telephone: 0300 555 0333
c) Email: enquiries@legalombudsman.org.uk
d) Website: www.legalombudsman.org.uk
e) *The firm* is committed to ensuring that all Partners, Directors, Members, Consultants and Employees give their full co-operation to the Legal Ombudsman in the event of any dispute or complaint against *the firm*.

25.12 In addition to the Legal Ombudsman, the SRA can help you if you are concerned about our behaviour. This could be for things like dishonesty, taking or losing your money or treating you unfairly because of your age, a disability or other characteristic. However, the SRA are not able to deal with issues of poor service.

25.13 Solicitors Regulation Authority Contact Details:

a) Address: The Cube, 199 Wharfside Street, Birmingham, B1 1RN
b) Telephone: 0370 606 2555
c) Email: report@sra.org.uk (or there is a 'Contact us' form available on the website)
d) Website: www.sra.org.uk

25.14 Concerns about barristers or others - Any barrister or other professional we instruct on your behalf should have their own complaints process. If you are not happy with their service, you can complain to them direct. We can tell you how to make your complaint if they have not given you that information themselves.

26. ALTERNATIVE DISPUTE RESOLUTION (ADR)

26.1 Alternative complaints bodies such as ***ProMediate (***http://www.promediate.co.uk/***) and HMCTS' Small Claims Mediation Service (***scmreferrals@hmcts.gsi.gov.uk/ 0300 123

4593) exist which are competent to deal with complaints about legal services should both *you* and our firm wish to use such a scheme.

27. FORCE MAJEURE

27.1 We shall not be liable to you if we are unable to perform our services as a result of any cause beyond our reasonable control.

28. SEVERABILITY

28.1 If any provision in these terms of business or our accompanying client care letter is or becomes invalid, illegal or unenforceable then it shall, to the extent required, be severed and shall be ineffective and the validity of the remaining provisions shall not be affected in any way.

29. SENDING YOU INFORMATION

29.1 It is not our normal practice to send out marketing information but from time to time we may do so where we believe the information may be of assistance and of relevance to you. If you do not wish to receive such information, please notify us, preferably in writing.

30. EQUALITY AND DIVERSITY

30.1 Caswell Jones is committed to promoting equality and diversity in all dealings with clients, third parties and employees. Please contact us if you would like a copy of our Equality, Diversity and Inclusion Policy and/or Equality and Diversity Communications Plan.

31. TERMINATION

31.1 You may end this *contract* (and therefore, your instructions to *us*) at any time by writing to *us* by post or email (see clause 5.1 of *these terms* for details). You will be liable to pay our charges up until that point. These are calculated as set out in your client care letter.

31.2 We may be entitled to keep all of your documents and deeds while there is money owing to *us* (including charges and disbursements which have not yet been billed).

31.3 We may end this *contract* (and therefore cease acting for *you*) in relation to any matter or all of your matters. *We* will only do this where *we* believe *we* have a good reason and upon informing *you* in writing. Examples of a good reason include:

- where *you* have not given *us* sufficient instructions;
- where *you* have not provided appropriate evidence of identification;
- where *we* reasonably believe that the relationship between *you* and *us* has broken down; or
- it comes to our attention that you/individuals controlling the entity are/become a 'designated person' (i.e. a sanctioned individual or entity) part-way through the matter or we have concerns about acting for you for reasons relating to the UK sanctions regime more generally. Please note - if we decide that it is appropriate to apply for a licence from the Office of Financial Implementation ('OFSI') to continue acting for you or to request guidance from them as to how to proceed,

all paid work on your matter will be suspended until the licence is granted. If such circumstances arise, we will clearly communicate to you the reason why we are taking this course of action.

- linked to the above, if our bank declines to deal with funds relating to your transaction (this may occur even if we have obtained a licence from OFSI to continue acting).

31.4 If your matter does not conclude, or *we* are prevented from continuing to act because of *our* legal obligations or professional rules, *we* will charge *you* for any work *we* have actually done. *Our* charges will be based on *our* hourly rates applicable at that time (and where a fixed fee has been agreed, the charges will not exceed that fixed fee).

31.5 If *we* cease acting for *you*, *we* shall (where relevant) inform the court or tribunal that *we* no longer act for *you* and shall apply to be removed from their records. *We* may charge *you* for doing so at *our* hourly rates applicable at that time.

31.6 If *we* do have to cease acting for *you*, to the extent permitted my law and our professional obligations *we* will explain your options for pursuing the matter and will work with you to minimise disruption to your matter or matters.

31.7 In any event we will be considered to have ceased acting for you:

a) upon our completion of the specific services that you have retained us to perform, or

b) when more than six months have elapsed from the last time we furnished any billable services to you.

31.8 The fact that we may inform you from time to time of developments in the law which may be of interest to you, by email, newsletter or otherwise, should not be understood as a revival of a lawyer-client relationship. We have no obligation to inform you of such developments in the law unless we are specifically engaged to do so.

32. CANCELLATION RIGHTS

32.1 If *you* are an individual *consumer* (and not a business entity) and if *our contract* with *you* is a '*distance contr*act' or an '*off premises contract'*, *you* have the right to cancel this *contract* within 14 days from the day of the *conclusion of the contract* (the '*cancellation period*'). This right exists in accordance with The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. Please refer to clause 1 for key definitions.

32.2 This right will typically exist where *we* take instructions from *you* outside of our offices, for example during a visit to *you*, or by a means of distance communication such as over the telephone or by email. However, if *you* are unsure whether these cancellation rights apply to *you*, please contact *us* immediately upon receipt of *these terms*.

32.3 Please refer to the cancellation notice at the end of *these terms* for further information about your right to cancel and the conditions attached to the same.

32.4 Where cancellation rights apply under these regulations, *we* will not start work on your file for 14 days from the day of the *conclusion of the contract* because the regulations

prevent us from doing so unless *you* instruct us otherwise. If *you* would like *our* service to start within 14 days of the day of the *conclusion of the contract*, please mark the relevant box under the Instructions for Cancellation notice below stating your wishes and return a copy to *us*.

32.5 Once *we* have started work on your file within the *cancellation period*, on your instruction, *you* will be charged for any work done if *you* then cancel your instructions. *You* will have to pay *us* an amount which is proportionate to the work completed until *we* receive notice of cancellation from *you*, in comparison with the full coverage of this *contract*. These charges will be applied on the same basis as set out in clause 6 of *these terms* and where a fixed fee has been agreed, the charges will not exceed that fixed fee.

33. APPLICABLE LAW

33.1 These terms and your Client Care letter shall be governed by and interpreted in accordance with English law. Any disputes or claims concerning this contract and any matters arising from it shall be dealt with only by the courts of England and Wales.

33.2 If any provision of this *contract* is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this *contract* which shall remain in full force and effect.

Instructions for Cancellation

These instructions for cancellation only apply where clause 0 of the Terms of Business applies.

Right to cancel
You have the right to cancel this contract within 14 days without giving any reason.

The cancellation period will expire after 14 days from the day of the conclusion of the contract.

To exercise the right to cancel, *you* must inform us, CASWELL JONES: By post at Abacus House 44 Windsor Street Caerphilly CF83 1FW / or By Fax No to 02920 863912/or By email to reception@caswelljones.com, of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or e-mail). *You* may use the attached 'Cancellation Form', but it is not obligatory.

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* cancel this contract, *we* will reimburse to *you* all payments received from *you*, including the costs of delivery (except for the supplementary costs arising if *you* chose a type of delivery other than the least expensive type of standard delivery offered by us).

We will make the reimbursement without undue delay, and not later than 14 days after the day on which *we* are informed about your decision to cancel this Contract.
We will make the reimbursement using the same means of payment as *you* used for the initial transaction, unless *you* have expressly agreed otherwise; in any event, *you* will not incur any fees as a result of the reimbursement.

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 to us your cancellation from this Contract, in comparison with the full coverage of the contract.

Date: _____ Date: _____

Cancellation Notice Form

COMPLETE, DETACH AND RETURN THIS FORM
ONLY IF *YOU* WISH TO CANCEL THIS CONTRACT

To CASWELL JONES, Abacus House 44 Windsor Street , Caerphilly CF83 1FW
By Fax 02920 863912/
Email – reception@caswelljones.com

I/We [*] herby give notice that I/We [*] cancel my/our [*] contract for the supply of the following service [*]: Reference number (located at the top of the Client Care Letter)
……

Date of initial instructions: ……

Name of consumer(s):

……
……

Address of consumer(s):

……
……

Signature of consumer(s) (only if this form is notified on paper):

……..……..……
……..….

Date: ……..…

[*] Delete as appropriate.