Thornton Jones Solicitors
Terms and Conditions of Business

Terms and Conditions of Business
(May 2026 Edition)

Agreement Date: *means the date you sign our Client Declaration*

Cancellation Period Ends: *14 days from the Agreement Date (if applicable)*

Our Aim

We aim to offer our clients quality legal advice at a fair cost, with a personal service to match. At the outset therefore we hope it is helpful to you to set out in this statement the basis on which we will provide our professional services.

Our commitment to you

We will:

- **REPRESENT** your interests and keep your business confidential
- **EXPLAIN** to you the legal work that may be required and the prospects of a successful outcome
- **MAKE SURE** that you understand the likely degree of financial risk that you will be taking on
- **KEEP YOU** regularly informed of progress or, if there is none, when you are next likely to hear from us
- **TRY** to avoid using technical legal language when writing to you so. Please tell us when we fail in this aim
- **DEAL** with your queries promptly; for example, we will always try to return telephone calls on the same day

A copy of these Terms of Business is available in larger print. Please contact us if you require a copy.

Thornton Jones Solicitors
Terms and Conditions of Business

1. Thornton Jones Solicitors

1.1. Thornton Jones Solicitors Limited is a Limited Company with a trading name of Thornton Jones Solicitors, which is owned by Thornton Jones Holdings Limited. The firm's head office is at Bank House, 1 Burton Street, Wakefield WF1 2GF; Phone Number: 01924 290029; Fax Number: 01924 290240; Email: enquiries@thorntonjones.co.uk; Website: www.thorntonjones.co.uk; Value Added Tax ('VAT') number: 457 677 985.

1.2. Thornton Jones Solicitors is authorised and regulated by the Solicitors Regulation Authority with SRA number 815236. Thornton Jones Holdings Limited is also authorised and regulated by the Solicitors Regulation Authority with SRA number 8014945.

1.3. We are bound by various professional rules of conduct which can be viewed at www.sra.org.uk/ or by writing to 'Solicitors Regulation Authority, The Cube, 199 Wharfside Street, Birmingham, B1 1RN' or calling the Solicitors Regulation Authority's contact centre on 0870 606 2555 (inside the UK), 08:00 to 18:00, Monday, Wednesday, Thursday and Friday or 09:30 to 18:00 on Tuesday.

1.4. 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 head office.

2. Terms of Business

2.1. These Terms of Business may not be varied unless agreed in writing and signed by a Director. They should be read in conjunction with our Client Care Letter, which sets out the basis on which we act for you, and any documents referred to in that letter. Together, these form the Agreement' between us relating to each matter on which we advise you.

2.2. These terms, including the limits on our liability, shall apply to all work done by us for you (and any work to be done in the future) unless we otherwise notify you in writing.

2.3. If any term of this agreement is inconsistent with our legal obligations under the relevant laws, then the relevant laws shall apply instead of those terms.

2.4. Although we screen for conflicts of interest during our file opening procedures, if a conflict of interest or a significant risk of conflict arises, we are under a duty to cease acting. We will notify you if this situation arises.

2.5. A "Conflict of Interest" means any situation where:

(a) we owe separate duties to act in the best interests of two or more clients in relation to the same or a related matter and those duties conflict, or there is a significant risk that those duties may conflict; or

(b) our duty to act in your best interests in relation to a matter conflicts, or there is a significant risk that it may conflict, with our own interests in relation to that or a related matter or we have confidential information in relation to a client or former client, and you wish to instruct us on a matter where that information might be material.

2.6. 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 because of our duty to comply with our legal or regulatory obligations.

3. Excluded Advice

3.1 We do not advise on the laws and regulations in jurisdictions other than England & Wales (which for these purposes includes the retained EU law as incorporated into UK domestic law).

3.2 Whilst we have a degree of understanding of taxation relevant to an individual or corporate entity or value added tax or other taxation, we are not qualified to give any taxation advice in any form, and you should take the professional advice of a taxation accountant or your own accountant. If you authorise us to proceed with the transaction, we will proceed on the basis you have sought appropriate professional advice. If you wish us to help you appoint an appropriate accountant, please ask.

3.3 We do not tolerate tax evasion, or the facilitation of tax evasion in any circumstances, whether committed by or facilitated by a client, our employees or associated persons or companies. We are committed to fighting tax evasion and have policies and procedures in place to detect and prevent the facilitation of tax evasion offences in accordance with the provisions of the Criminal Finances Act 2017.

3.4 We do not provide financial advice generally, or comment upon the commercial viability of any transactions upon which we advise.

4. Your Duty to Retain and Preserve Documents

4.1. If now, or at any time in the future, any matter on which we act for you is the subject of formally contested proceedings, whether in the courts or other tribunals, you will almost certainly have to disclose documents, including electronic documents, relevant to the matter. You should ensure that you do not destroy or allow to be destroyed any documents that relate to such matter in any way (however slight you believe the connection may be), as your position in such proceedings could be seriously compromised if you do so.

5. Copyright

5.1. Unless we agree otherwise, all copyright which exists in the documents and other materials that we create whilst carrying out work for you will remain our property. You have the right to use such documents and materials for the purposes for which they are created, but not otherwise.

5.2. If you use such documents for any purpose other than that for which they were created, we are not responsible to you for any losses that you may suffer as a result.

5.3. Unless otherwise required by law or court order, you agree not to make our work, documents, or materials available to third parties without our prior written permission. Our work is undertaken for your benefit alone and we are not responsible to third parties for any aspect of our professional services or work that you make available to them.

6. Client Satisfaction

6.1. We operate strict client care and quality policies and always aim to provide you with the highest level of legal expertise and to be available, approachable, understandable, prompt, and courteous.

6.2. We will keep you informed about all important developments in your case, and we will respond to your letters, emails, and telephone calls promptly and efficiently.

6.3. The majority of our clients are very happy with the service we provide them, but in the event that you have any cause for concern, including about a bill, then please be aware that you are entitled to make a complaint, and that you can do so by contacting our designated complaints handler, Mr Steven Eldridge, who is a Solicitor and a Director of the Firm. We take all feedback from clients seriously and operate a Complaints Handling Procedure, a copy of which is available upon request.

6.4. We are usually able to deal with any concerns you have promptly and to your satisfaction, but if this is not the case, you will be able to make a complaint to the Legal Ombudsman provided you do so within six months of the end of our internal complaints procedure if you are still not satisfied with the outcome.

6.5. In addition, there are time limits for bringing a complaint to the Legal Ombudsman, linked to the date of the act or omission giving rise to a complaint or the date on which you should reasonably have known there were grounds for a complaint. The relevant time limits are set out in the version of the Legal Ombudsman's Scheme Rules in force from time to time and may only be extended by the Legal Ombudsman in exceptional circumstances. Currently (since April 1st 2023) the Legal Ombudsman expects complaints to be made to them within a year of the date of the act or omission about which you are concerned or within a year of you realising there was a concern. The requirement to refer your concerns to the Legal Ombudsman within six months of our final response to you remains the same.

6.6. Generally, the Legal Ombudsman deals with complaints relating to acts or omissions that happened after 5th October 2010. If you wish to bring a complaint to him, you should refer to the version which is in force at the time of your complaint. The rules can be accessed at https://www.legalombudsman.org.uk/who-we-are/corporate-publications/scheme-rules/

6.7. You should also 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.

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

(a) An individual;

(b) A 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 less than £1 million;

(d) A club, association or society with an annual income less than £1 million;

(e) A trustee of a trust with a net asset value less than £1 million; or a personal representative or the residuary beneficiaries of an estate where a person with a complaint died before referring it to the Legal Ombudsman.

If you are not, you should be aware that you can only obtain redress by using our Complaints Handling Procedure or by mediation or arbitration, or by taking action through the Courts.

6.9. 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

6.10. If your concern relates to our professional conduct rather than the level of service provided, you may raise this with the Solicitors Regulation Authority (SRA). The SRA deals with issues such as dishonesty, breaches of professional rules, or concerns about a solicitor's integrity. Further information is available at www.sra.org.uk.

7. Fees

7.1. Fixed Fee Services

(a) Where our Client Care Letter states that we are charging on a fixed fee basis, additional services may be provided on request and will be charged at a fee, the amount of which we will inform you, plus expenses (if any) and VAT.

7.2. Hourly Rate Services

(a) Where our Client Care Letter states that we are charging on an hourly basis, the hourly rate varies according to the experience and expertise of the person dealing with the matter. The rates which apply to each matter are set out in our Client Care Letter.

(b) The time spent on your matter for which you will be charged includes meetings with you and others, travelling, waiting, researching, and considering, writing and receiving correspondence, making and receiving telephone calls, preparing and working on documents, and making file notes.

(c) The time spent on your matter is recorded as units of 6 minutes, except for considering incoming letters, which is recorded as units of 3 minutes. Therefore, this is the minimum amount of time we will charge for any piece of work undertaken on your matter.

(d) In addition to the time spent, we may take into account a number of factors including any need to carry out work outside our normal office hours, the complexity of the issues, the speed at which action has to be taken and any particular specialist expertise that the case may demand. In particular, in property transactions, in the administration of estates and in matters involving a substantial financial value or benefit to a client, a charge reflecting, for example, the price of the property, the size of the estate, or the value of the financial benefit may be considered. It is not always possible to indicate how these aspects may arise but on present information we would expect them to be sufficiently considered in the rates that we have quoted. Where a charge reflecting any value element is to be added, we will explain this to you.

(e) Once a year, we review our hourly rates. We will notify you in writing of any increase.

(f) We will add VAT to our fees at the rate that applies when the work is done.

7.3. All Services

(a) All expenses which we incur in working on your matter will be payable by you in addition to our fees. Examples of these expenses include Land Registry and Companies House fees, search fees, stamp duty (and similar taxes), fees charged by experts, agents, couriers and barristers, court fees, travel expenses and subsistence, faxes, international telephone calls, use of on-line databases and telegraphic transfer fees. In addition, we may also charge you for photocopying and other document production at a rate of 10p for each page and 20p for each colour page. VAT is payable on certain expenses, which you will need to pay in addition.

(b) We will usually submit bills monthly but may choose to submit bills at other intervals during the course of working on your matter. We may also submit a bill on or at any time after conclusion of the matter or at the end of this Agreement. Our bills are payable when they are submitted to you. All bills, whenever they are submitted, will be for final bills 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.

(c) We may also ask you at any time to pay money in advance of any fees and expenses being incurred by us (known as 'payment on account'). If we ask you to make a payment on account, we will not be obliged to undertake any further work on your matter until you have made that payment (and if you do not make the payment, we may cease acting for you).

(d) Where we decide to extend credit to you by carrying out urgent work on your matter after the money you have paid on account has all been used, you agree to remain liable for our fees regardless of whether or not we give you advance notification that we are going to extend credit to you.

(e) It is your responsibility to tell us when first instructing us if you have any form of insurance cover (such as legal expenses insurance) that you think will pay our fees. You must also tell us when first instructing us if there is a third party who may pay our fees. If a third party agrees to pay all or part of our bills, you will remain responsible to us for payment until those bills have been paid in full.

(f) If we are advising more than one person (usually individuals, companies, or other entities) we will, unless otherwise agreed by us in writing, act for those persons jointly and severally. If we are asked to deliver bills only to one person, those bills will nevertheless be payable in full by all other persons we act for under this agreement.

(g) If you are instructing us jointly in relation to any matter it is your responsibility to tell us at the outset of the Agreement if you require more than one person to give us instructions in relation to that matter. Otherwise, we will accept instructions from any one person and will not be responsible to any other person for any losses they may suffer as a result.

(h) If you are a company or other commercial entity it is your responsibility to tell us at the outset of the Agreement if you require more than one Director (or equivalent) to give us instructions.

7.4. If we do not receive prompt payment of any bill, then:

(a) We may charge you interest (on a daily basis) on the unpaid element of the bill at the rate payable on judgment debts from the date of the bill until payment, unless it is determined that you do not have to pay that element;

(b) We may refuse to undertake any further work for you (whether in respect of the matter to which the bill relates or any other matter on which we are acting for you) until that bill is paid and/or we may stop acting for you; and

(c) We may retain any papers or documents belonging to you, together with our own records.

7.5. If you have any queries in respect of any element of a bill, you should still promptly pay all other elements of the bill.

7.6. Where we hold money for you, whether because you have made a payment on account or we otherwise receive funds on your behalf, we may use this money toward payment of our bills. We will always advise you when this is being done. If we take any security for our fees, whether from you or any third party, this shall not affect any rights we have (or which we may have) to retain your papers.

7.7. Excessive or Disproportionate Communications

7.7.1. Our fees are based on the time reasonably spent progressing your matter. This includes the time spent reading, considering and responding to correspondence and communications from or on your behalf. Where the volume, frequency or length of communications becomes excessive or disproportionate to the nature or stage of the matter, or where repeated communications are sent raising the same or substantially similar points, we reserve the right to charge for the additional time reasonably incurred. This may include, without limitation, time spent reviewing and responding to lengthy, repetitive or bulk communications, including those which appear to have been generated or assisted by automated or artificial intelligence tools and which require substantive review or clarification. Where practicable, we will notify you if we consider that communication levels are becoming disproportionate and may give you an opportunity to manage or consolidate further communications.

7.8. If you wish to make a complaint about one of our bills, you may do so by using the firm's Complaints Procedure (copy available on request). You may also have a right to object to a bill by making a complaint to the Legal Ombudsman and/or applying to the court for an assessment of the bill under part III of the Solicitors Act (1974). The contact details for the Legal Ombudsman can be found in the section relating to 'Client Satisfaction'.

8. Other Parties' Charges & Expenses: Litigation/Contested Matters

8.1. We will discuss with you whether your charges and expenses might be paid by another person. Even if you are successful, the other party is very unlikely to be ordered to pay all your costs and expenses, usually it will be only a proportion, and you will have to pay the balance of our charges and expenses. In "small claims" cases you will not recover more than a nominal amount and in Employment Tribunal cases or in any claim where your opponent has public funding, you may recover nothing at all.

8.2. If you are successful and the court orders the other party to pay some or all of our charges and expenses, interest may by claimed on them from the other party from the date of the court order. We will account to you for such interest to the extent that you have paid our charges or expenses account, but we are entitled to the rest of that interest.

8.3. You will also be responsible for payment of the charges and expenses of seeking to recover any charges and expenses the court orders the other party to pay.

8.4. In some circumstances, the court may order you to pay the other party's legal charges and expenses; for example, if you lose the case or lose on certain issues. In addition, the court has the power to assess costs and make orders for immediate payment during the course of a case. Such summary assessment may take place following any hearing and will usually be made against the losing party at that hearing.

8.5. Any money so ordered or assessed by the court to be paid will in these circumstances be a liability payable by you in addition to our charges and expenses and in the case of summary assessment costs, within 14 days of making of the order. We will discuss with you whether our charges and expenses and your liability for another party's charges and expenses may be covered by insurance, and, if not, whether it would be advisable for you to have insurance to meet the other party's charges and expenses.

8.6. You remain liable to pay our bills in full to the extent that they have not been paid by any third party.

9. Funding Options – Litigation/Contested Matters

9.1. Our Policy

(a) Thornton Jones Solicitors recognises the need for flexibility in funding litigation, and at the outset we will investigate with you the best way of paying for your legal representation. The purpose of this clause is to set out the details of the various options, though not all may be available for your particular case. Those that are will be discussed with you.

9.2. You can explore the following ways to fund your case:

(a) Paying privately;

(b) Legal expenses insurance;

(c) After-the-event insurance;

(d) Conditional fee agreement;

(e) Damages-based agreement;

(f) Public Funding.

9.3. Paying privately

(a) If you pay privately, you are responsible for paying our fees, including disbursements. A consequence of you funding the litigation is that you may also be responsible for paying the costs of your opponent. That liability can arise in two situations:

(i) First, during the course of the case there may be 'interim' hearings and matters which you could win or lose. If you lose one of these, then you can be ordered to pay the costs associated with that interim/matter hearing (regardless of the outcome of the case as a whole), in which case the costs will be payable within 14 days of the date of the order;

(ii) Secondly, at the end of the case, if you lose at trial or agree to pay your opponent's costs as part of the settlement.

9.4. Legal Expenses Insurance (LEI)

(a) You may find that you already have an insurance policy to cover your legal costs. This can be, for example, part of your buildings and contents insurance. We would recommend that you check those policies (and any other relevant policies of your own or your spouse or Director) to see if such cover is provided. If it is, you need to get in touch with your insurer straight away to see if they will cover your claim. Some insurers have their own panel of solicitors, so you will need to check that your insurers will cover us for acting for you.

(b) Similarly, you may be a member of a trade's union or other affinity group, which may entitle you to have some or all of your legal expenses funded by a third party. We recommend that you check the terms of any such membership to see if you are so entitled.

(c) Even if you have this type of cover or entitlement, any work which we do on your behalf prior to confirmation of cover from your insurer will be at your expense, regardless of whether cover is subsequently granted or not.

(d) Often LEI covers not only the costs we incur acting for you, but also all or part of any costs that you are ordered to pay to the other side.

9.5. After the Event Insurance (ATE)

(a) If you do not have LEI, you may wish to consider taking out ATE.

(b) ATE may cover you against just your opponent's costs or it may cover your opponent's costs and our costs. If you opt for insurance that covers your opponent's costs only, you will still be liable to pay our costs on an ongoing basis, whether you win or lose.

(c) Before an application can be made for ATE, a proper investigation of your claim will need to be made, usually including obtaining advice from Counsel (and possibly expert evidence). This will need to be the subject of a separate funding agreement between us, as you will be liable for this preliminary work.

(d) There will usually be a fee payable to the insurer on making the application, which is non-returnable (though it may be set against the premium if cover is granted). You may have to pay the insurer additional costs to investigate your claim. The insurer will carry out its own assessment of your claim before deciding whether to grant cover or not. The premiums payable typically vary between 15% and 40% of the cover required.

(e) Should the circumstances of your case change (for example if something comes out as the case progresses which was not disclosed at the outset) you may find that the insurer withdraws cover.

(f) If you lose or settle on terms that both sides pay their own costs (or the insurer withdraws cover) then you will be liable for our costs (including disbursements and VAT) unless you have a valid insurance policy in place that covers those costs. You should note that if you win and obtain a costs order against your opponent unless you can and do recover those costs from the opponent you will still be liable to pay us in full because the insurance policy is unlikely to cover you in those circumstances. This is the case even if you have cover for your own costs under your insurance policy.

9.6. Conditional Fee Agreement (CFA)

(a) A CFA is an agreement between us under which we agree that you will not have to pay our costs if your claim is unsuccessful. You may know this as a 'no win, no fee' arrangement. If you win, whilst you are liable to pay all of our basic charges, disbursements and a success fee, you may be entitled to recover all or part of these sums from your opponent (with the exception of the success and any ATE premium if applicable). If you lose, you do not have to pay any of our charges but you will have to pay disbursements and you will have to pay some or all of your opponent's legal charges and disbursements and their success fee if appropriate (with the exception of personal injury matters). If we are prepared to enter into a CFA with you in this case, we will set out the detail of this separately.

(b) As with ATE, we ask to be paid for the costs of investigating your claim to get to a stage where we are able to make proper assessment of its strengths and weaknesses. The costs of this exercise would therefore be the subject of a separate funding agreement between us. You may find a firm that would carry out this investigative work without making a charge for it.

(c) You may wish (and we may require you) to take out an insurance policy to cover your opponent's costs in case you lose (as you would be liable for these). This will be subject to an insurer accepting your application and the payment of a premium.

(d) A CFA only works where you are likely to recover damages and/or costs from your opponent. It is therefore not appropriate for all types of cases, for example where there are any doubts about the ability actually to recover costs from the opponent in the event that they are ordered to pay them.

(e) As with ATE, if the circumstances of the case change, particularly if matters which were not disclosed at the outset, we (and any insurer) will reserve the right to withdraw from the CFA, in which case you may become liable to pay our past and future fees on a privately paying basis.

(f) Separate CFAs will be needed with any third party whose services are used in the case (such as a barrister), or you will be liable for their charges as and when they fall due. Expert witnesses are not able to enter into a CFA, because of their overriding duty to the court.

9.7. Damages-Based Agreement (DBA)

(a) Thornton Jones Solicitors does not currently offer services based on a Damages-Based Agreement. We have nevertheless, set out a brief explanation of how a Damages-Based Agreement would work, to allow you to make an informed decision about the best way to fund your claim.

(b) A Damages-Based Agreement is also a 'no win no fee' agreement as under such an agreement you will not have to pay a Solicitor's legal costs if your claim is unsuccessful, and you do not recover any damages from your opponent.

(c) If your claim is successful and you are awarded damages, then you would pay your Solicitor a percentage of the damages recovered as their payment. The law sets a limit on the percentage of your damages that a Solicitor can take as their payment. This varies depending on the type of matter. You will also be expected to pay any disbursements that the Solicitor incurs on your behalf. You will usually be able to recover some of the basic costs and some disbursements from your opponent. Where this happens, this amount will be payable to your Solicitor and will reduce the amount of your damages that you will have to pay to your Solicitor.

(d) If your claim is unsuccessful, you do not pay your Solicitor anything except any disbursements that your Solicitor has incurred on your behalf. You are likely to have to pay:

- Your opponent's legal charges and disbursements; and
- Your disbursements.

9.8. Public Funding

(a) Thornton Jones Solicitors does not offer community legal funding (formerly known as 'Legal Aid') for any matter.

9.9. Estimates

(a) If we have provided to you a written estimate of the total charges, it is given only as a guide to assist you in budgeting and should not be regarded as a fixed quotation unless otherwise agreed in writing. We will inform you if any unforeseen but significant additional work becomes necessary.

(b) It is often impossible to tell at the outset what the overall cost of a matter will be. If this is the case we will provide you with as much information as possible at the start and keep you updated as the matter progresses. If a precise figure cannot be given at the outset, we shall explain the reason to you and give you the opportunity to set a ceiling figure beyond which you do not want us to act without your consent or we shall agree a review date with you on which we shall try to give you more information about the likely overall cost.

9.10. Summary

(a) The options available for funding litigation are numerous. If you have any questions arising from this document which we have not already discussed with you, please contact us.

10. Storage of Documents and Deeds

10.1. We retain all documents relating to your matter (other than any documents which are in your possession or returned to you) for at least six years from the conclusion of our involvement in the matter and in accordance with Law Society guidance and relevant legislation. You agree that we may destroy them after that time. We will not destroy documents you ask us to deposit in our deeds store.

10.2. Certain matters may require us to retain files for longer than six years due to regulatory requirements, the nature of the work undertaken, or to protect your and our interests. Examples include property transactions, probate matters, family matters, and files relating to minors. We reserve the right to retain such files for an extended period where appropriate.

10.3. If you ask us to retrieve documents from storage there is a charge, which is normally £25 plus VAT for each matter, although we will not normally charge that fee if we retrieve documents to enable us to carry our further work for you. We will charge, however, for any work necessary to comply with instructions given by you in connection with retrieved documents. Unless otherwise agreed with you in writing, those charges will be at our hourly rates applicable at the relevant time and those charges will be applied on the same basis set out in clause 7.

11. Financial Services

11.1. The Law Society of England and Wales is a designated professional body under Part XX of the Financial Services and Markets Act 2000 which means that we may carry on certain regulated activities without being regulated by the Financial Conduct Authority. This means that we may be able to provide limited financial services to you where such services arise out of, or are complementary to, the provision of legal services.

11.2. 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 Solicitors Regulation Authority (the independent regulatory body of the Law Society), and responsibility for handling complaints has been delegated to the Legal Ombudsman. The contact details for the Solicitors Regulation Authority can be found at clause 1.3 and the contact details for the Legal Ombudsman can be found at clause 6.10.

11.3. 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).

11.4. 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 distribution activity, which is broadly the advising on, selling and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the Solicitors Regulation Authority. The register can be accessed via the Financial Conduct Authority website at www.fca.org.uk/firms/financial-services-register.

11.5. 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. We do not have any voting rights or capital invested in any of the insurers we may introduce you to .You can request details of the insurance undertakings with which we conduct business at any time.

11.6. You hereby agree to provide us with details of any relevant existing insurance policies you may have and you agree that we shall not be liable to you for any losses you sustain as a result of your failure to provide us with such details.

11.7. As we are not authorised by the Financial Conduct Authority, if during this transaction you need advice on investments, we may refer you to someone who is authorised by the Financial Conduct Authority. They will be suitably qualified & able to give you the necessary advice (e.g. pensions, life insurance. investments, mortgages etc.) However, we can provide certain limited services in relation to investments, provided that they are closely linked to the legal work we are doing for you.

11.8. When we arrange any insurance product on your behalf, you must disclose all information that may reasonably be considered material to the insurer's assessment of the risk. Failure to provide full and accurate information may invalidate the policy or affect your ability to make a claim. We cannot be held liable for any losses arising from your failure to disclose relevant information.

12. Limitation of Liability

12.1. You agree that the limitations on our liability as set out in this agreement are reasonable having regard to the nature of your instructions and the work involved and the availability and cost of professional indemnity insurance. We are, however, happy to consider options to increase these limitations, should you so require (which may result in an increase to our fees).

12.2. We will undertake the work relating to your matter with reasonable skill and care.

12.3. We accept liability without limit for the consequences of fraud by us or any of our Directors or employees which is affected in their capacity as Directors, consultants or employees and for any other liability which we are not permitted by law or rules of professional conduct to limit or exclude. If any part of this agreement which seeks to exclude, limit or restrict liability (including provisions limiting the amount we will be required to pay or limiting the time you have to bring a claim) is found by a court to be void or ineffective for any reason, the remaining provisions shall continue to be effective.

12.4. We will not be liable under this agreement or laws of negligence for any deficiencies in the work we have undertaken if and to the extent that deficiencies are due to any false, misleading or incomplete information or documentation which has been provided to us (whether by you or any third party) or due to the acts or omissions of you or any third party. However, where any failure by us to identify any such false, misleading or incomplete information (or any failure by us to inform you that we have identified such information or any failure to act on your resulting instructions) constitutes negligence then we shall, subject to the other provisions of this agreement, remain liable for such failure.

12.5. Despite anything else contained in this agreement, we are not under any obligation to act for you (or to continue to act for you) if to do so would breach any laws or professional rules. Therefore, we will not be responsible or liable to you for any loss which you or any other party may suffer as a result of our refusal to proceed with your matter where we would be in breach (or we reasonably believe that we would breach) of our legal obligations or our professional rules.

12.6. Except as stated in 12.3 and 12.12, the total aggregate liability of Thornton Jones Solicitors to you under or in connection with this agreement (including any addition or variation to it), whether for breach of contract, negligence, breach of statutory duty, or otherwise, shall not exceed £3 million.

12.7. Where we are instructed jointly by more than one party, the limit on our liability applies, in total, to all of you collectively (including anyone claiming through you or on your behalf).

12.8. You agree that you will not bring any claims or proceedings in connection with this agreement against our employees personally, unless (and to the extent that) you are otherwise permitted to do so by law or our professional rules. Our employees may enforce this clause even though they are not parties to this agreement (but despite having such rights, this agreement may be varied or ended without their consent).

12.9. Proceedings in respect of any claim against us must be commenced within three years after you first had (or ought reasonably to have had) both the knowledge for bringing an action for damages and the knowledge that you had the right to bring such an action and in any event no later than six years after any alleged breach of contract, negligence or other cause of action. This provision expressly overrides any statutory provision which would otherwise apply; it will not increase the time within which proceedings may be commenced and may reduce it.

12.10. If we and any other party or parties are liable to you together in respect of the same claim, then we shall only be liable to pay you the portion which is found to be fair and reasonable having regard to the level of our default. Therefore, we shall not be liable to pay you the portion which is due to the fault of such party, even if you do not recover all or any money from such other party for any reason.

12.11. If we are liable to you and any other party or parties would have been found liable to you together with us in respect of the same claim if either:

(a) You had also brought proceedings or made a claim against them; or

(b) We had brought proceedings or made a claim against them for a contribution towards our liability,

12.12. Nothing in this agreement excludes or limits the liability of Thornton Jones Solicitors for:

(a) Death or personal injury caused by negligence;

(b) Fraud or fraudulent misrepresentation; or

(c) Any liability if and to the extent that it is not permissible in law for such liability to be limited or excluded.

13. Client Money

13.1. Subject to certain conditions set out in the SRA Accounts Rules and our interest payment policy, a fair sum of interest will be accounted to you on client money held on your behalf .

13.2. Our interest payment policy seeks to provide for a fair outcome for both our clients and this practice.

13.3. The rate of interest available on client accounts is significantly lower than the rate of interest which can be obtained on other bank or building society accounts. This reflects the fact that immediate access is required to client accounts in order to comply with the accounts rules and to facilitate the smooth completion of transactions. It is therefore unlikely that the funds will attract as much interest as if you had invested those funds yourself.

13.4. For cleared funds paid into general client accounts, the practice shall account for interest <u>unless</u> one of the following circumstances applies:

(a) The amount of interest calculated on the balance held is £75.00 or less; or

(b) The client money was held for a period of fourteen working days or less.

13.5. All other clients shall be paid interest at the rate of 1% on balances up to £1,000,000 and 1.25% on balances above £1,000,001, unless there are specific circumstances which lead the client to contract out of the right to receive interest payments (for example where the client agrees the practice may keep interest payments to remunerate the practice for acting as stakeholder in the transaction or where the client's religious beliefs prohibit the receipt of interest).

13.6. Were sums of money are held in relation to separate matters for the same client, the money relating to the different matters shall be treated separately unless it is fair and reasonable in the circumstances to consider the sums together.

13.7. Where a client fails to present a cheque to his or her bank for payment we will not recalculate any amount due to the client unless it is fair and reasonable to do so, for example if the cheque has been sent to an incorrect address.

13.8. We will usually account to you for interest arising under our policy at the conclusion of your matter, but might, in some cases, consider it appropriate to account to you at intervals throughout.

13.9. Unless otherwise agreed by us in writing, if we receive any sums to hold on your behalf (whether received directly from you or from a third party) then we may deposit such money into an account or accounts with any bank or financial institution (a "deposit provider" which expression shall include bank, financial institution or clearing house through which transfers are made) of our choosing. We confirm that we comply with any applicable laws and any applicable rules of a regulatory authority in respect of the making of any such deposits.

13.10. We are unable to make any payments to a third party on your behalf and we are unable to make payments of cash.

13.11. We shall not be liable for any loss which you or any third party may suffer in connection with an Insolvency Event occurring in relation to any deposit provider with whom we have deposited funds or through whom transfers are made, save if and to the extent that any such loss was caused by or contributed to by any breach by us of clause 13.9.

13.12. In clauses 13.10 and 13.13 an "Insolvency Event" means:

(a) Any deposit provider is unable or admits inability to pay its debts as they fall due (or is deemed to be or declared to be unable to pay its debts under applicable law), suspends or threatens to suspend making payments on any of its debts or, by reason of actual or anticipated financial difficulties or commences negotiations with one or more of its creditors with a view to rescheduling any of its indebtedness;

(b) The value of the assets of any deposit provider is less than its liabilities (taking into account contingent or prospective liabilities);

(c) A moratorium is declared in respect of any indebtedness of any deposit provider;

(d) Any corporate or government action, legal proceedings or other procedure or steps taken in relation to:

(i) The suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of any deposit provider;

(ii) A composition, compromise, assignment or arrangement with any creditor of any deposit provider;

(iii) The appointment of a liquidator, receiver, administrator, administrative receiver, compulsory manager or other similar officer in respect of any deposit provider or any of its assets; or

(iv) Enforcement of any security interest (however so described) over any assets of any deposit provider; or

(v) The prevention or restriction (whether by way of freezing order or otherwise) of a deposit provider's ability to dispose of, deal with or diminish the value of its assets or any of them.

(e) Any event analogous to those set out in clause 13.12(d) occurs in any jurisdiction in respect of any deposit provider.

13.13. If an Insolvency Event occurs in relation to any deposit provider which holds money that we have deposited on your behalf, you agree that we may where applicable disclose to the Financial Services Compensation Scheme ("FSCS") all relevant details in our possession about you and the money that we hold on your behalf with such a deposit provider. However, if you do not wish us to make any such disclosure, please notify us in writing addressed to 'The Data Protection Compliance Officer'. Please note that by withholding 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 an Insolvency Event occurs in relation to a deposit provider holding money which we have deposited on your behalf. Compensation for deposits is limited to £120,000 for any individual's total deposit with that service provider, including any personal finances. Further information regarding the FSCS can be found at www.fscs.org.uk, telephone number 020 7892 7300.

13.14. The FSCS may also protect what are known as temporary high balances in your bank account of up to £1.4 million for up to six months. These temporary high balances could be caused by certain life events such property transactions (property purchase, sale proceeds, equity release); benefits payable under an insurance policy; personal injury compensation; disability or incapacity (state benefits); claim for compensation for wrongful conviction; Claim for compensation for unfair dismissal; redundancy (voluntary or compulsory); marriage or civil Directorship; divorce or dissolution of their civil Directorship; benefits payable on retirement; benefits payable on death; a claim for compensation in respect of a person's death; inheritance; and proceeds of a deceased's estate held by their personal representative

13.15. In the event that you make a claim you will be asked to prove you've held a temporary high balance and the FSCS will ask for proof and the evidence required will depend on the life event in your individual circumstances.

14. Confidentiality, Privacy & Data Protection

14.1. We are registered as a Data Controller with the Information Commissioner (ICO) - registration number Z2151779. The types of personal data that we process are listed under our registration records. All information that we hold concerning you as an individual will be held and processed by us strictly in accordance with the provisions of the Data Protection Regulations (UK GDPR & Data Protection Act 2018). You may raise any query that you have with regard to your confidentiality, privacy and data protection with our Data Protection Officer at the address noted above.

14.2. If you have any concerns about how we handle your personal data, you should raise this with us in the first instance using our data protection complaints procedure which is available upon request. You also have the right to lodge a complaint with the ICO in the event that you believe we have mishandled your personal data. Please see the ICO's website for details of their complaints handling process.

https://ico.org.uk/for-the-public/. We will handle any such concern in accordance with our data protection complaints procedure.

14.3. We keep information passed to us confidential and respect your right to privacy. We will keep your personal information confidential except to the extent that it is necessary to disclose it by law or to comply with a regulatory or legal process or where we need to process the information to provide a product or service that you have requested. We have procedures designed to ensure that personal data is used only by appropriately authorised and trained personnel and to safeguard such information against accidental loss or unauthorised disclosure. Our privacy policy is available on our website.

14.4. If you are an individual, you have a right under the Data Protection Regulations to obtain the personal data that we hold on you. Should you have any queries concerning this right, please contact our Data Protection Officer. We will comply with your access rights without delay and within a month in any event. Providing you with access to the personal data we hold about you is free of charge although we may charge or refuse a request if it is deemed to be manifestly unfounded or excessive. If we refuse a request, we will tell you why and how you may complain about our decision.

14.5. We will retain your personal data for a period in accordance with Law Society guidance and relevant legislation.

14.6. We may in some cases consult credit reference agencies in order to assess your creditworthiness. If you are an individual, we require your consent before we do this. Your continuing instructions to us will constitute your consent to us carrying out such a search. Details of the credit agency we use are available on request. We have procedures designed to ensure that personal data is used only by appropriately authorised and trained personnel and to safeguard such information against accidental loss or unauthorised disclosure. We will keep that information strictly confidential unless otherwise required by law or court order.

14.7. We store client information securely using electronic and cloud-based systems. Some data may be stored on secure UK-based servers operated by trusted third-party providers who are contractually required to maintain appropriate security standards. All systems used comply with UK data protection legislation. By instructing us, you consent to the secure electronic storage of your information.

14.8. Where we act for you and your lender we have a duty to fully reveal to your lender or HM Revenue and Customs all relevant facts about your purchase, your mortgage and what makes up the purchase price. Your continuing instructions amount to your consent to us to disclose all relevant information to your lender and to HM Revenue and Customs. This includes any difference between your mortgage application and information you or we receive during the transaction including any cashback payments or discount schemes or other incentives that the seller is providing or allowing or giving to you.

14.9. 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.

14.10. During the course of the firm's work it may be necessary to discuss your case with cost specialists, experts or counsel. Your acceptance of these Terms of Business amounts to your consent to us to disclose information which we consider necessary to progress your case.

14.11. In addition, Thornton Jones Solicitors may, from time to time, utilise external service providers who, through providing those services, may have access to information relating to your file, (Locum Solicitors, Work Experience Individuals, cleaners etc). These service providers are all required to provide a Confidentiality Agreement. Your acceptance of these Terms of Business amounts to your consent to such disclosure.

14.12. **Use of Transcription and Automated Tools**

14.12.1 We use a secure transcription tool to assist in accurately recording meetings and conversations with clients. The tool processes audio for the sole purpose of creating an accurate written record, which is reviewed by the fee earner and saved securely to our case management system. Transcriptions are automatically deleted from the tool within two hours. The tool does not make decisions, provide advice, or replace professional judgement in any way.

14.12.2 We also use Microsoft Copilot as an internal tool to assist with drafting and managing information on your matter. All legal advice, decisions and professional judgment come solely from your case handler, and any outputs generated using Copilot are reviewed by your case handler before being placed on your file.

14.12.3 If you do not wish for these tools to be used in your matter, please inform us as soon as possible so that we can make alternative arrangements.

14.12.4 If you choose not to permit the use of our transcription tool, we will continue to take manual attendance notes. This may mean that notes are finalised after the meeting rather than in real time, but it will not affect the level of care or service you receive. Please notify us at the earliest opportunity if you prefer not to use this tool.

14.13. 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.

14.14. 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.

14.15. We will take reasonable steps to protect the integrity of our computer systems by screening for viruses on email sent or received. We expect you to do the same for your computer systems.

14.16. We will not, without your consent, supply your name and address to any third party except where:

(a) It is necessary as part of the legal services that we undertake; or

(b) We are required to do so by law or our professional rules.

14.17. The firm may become subject to periodic checks by Law Society approved Consultants and/or Assessors. This could mean that your file is selected for checking, in which case we would need your consent for the checking to occur. All such checks are conducted by individuals who have provided the firm with a Confidentiality Agreement. Your acceptance of these Terms of Business amounts to your consent to make your file available for checking. If you do not want us to make your file available for checking you must notify us immediately and we will mark your file accordingly. If you refuse to give us consent to such checks, your refusal will not affect the way your case is handled in any way.

14.18. We may correspond with you by email unless you advise us in writing that you do not wish us to do so. You acknowledge that email may not be secure. Email will be treated as written correspondence and we are entitled to assume that the purported sender of an email is the actual sender and that any express or implied approval or authority referred to in an email has been validly given. You consent to us monitoring and reading any email correspondence travelling between you and any mail recipient at Thornton Jones Solicitors.

14.19. We will aim to communicate with you by such method as you request. More often than not this will be in writing, but may be by telephone if it is appropriate. We may need to virus check disks or e-mails, but unless you withdraw consent we may communicate with others when appropriate by e-mail or fax but we cannot be responsible for the security of correspondence and documents sent by e-mail or fax.

15. Sale and Purchase of Property

15.1. When you are selling property, we will deduct all outstanding costs together with our fees from the sale proceeds as soon as practicable after the date on which the sale is completed. When you are buying a property, fees and costs will be payable by you by agreement and they must be paid and be cleared funds in our account no later than the date on which you become the owner of the new property.

15.2. If you are borrowing from a lender for a property transaction, we will ask the lender to arrange that we receive the loan cheque at least four working days before the completion date. If the money can be telegraphed to us electronically, we will request that we receive the funds the day before completion. This will enable us to ensure that the necessary funds are available in time for completion. You should be aware that your lender may charge you interest from the date the loan cheque is issued or the monies are sent to us.

16. Referrals to Third Parties

16.1. 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. If we recommend that you use a particular firm, agency or business that can only offer products from one source, we shall notify you in writing of this limitation. We will pay to you any commission that we receive from any particular firm, agency or business that we recommend you use.

16.2. If we recommend that you use a particular firm, agency or business, we shall not be liable to you for any advice you may be given by that firm, agency or business and you are advised that if that firm, agency or business is not another firm of solicitors you will not be afforded the regulatory protection of the Solicitors Regulation Authority or of the SRA Codes of Conduct and SRA Indemnity Insurance Rules, nor shall you be entitled to the benefit of the SRA Compensation Fund.

17. Hours of Business

17.1. Our office is open between 9.00am and 5.00pm, Monday to Friday, excepting bank holidays. Appointments may be arranged at other times when this is essential.

18. Anti- Money Laundering

18.1. Identity Checks

(a) We shall inform you in our Client Care Letter whether the Anti-Money Laundering Legislation applies to you.

(b) All solicitors are obliged to carry out customer due diligence ("CDD") in accordance with the UK anti-money laundering and counter-terrorist financing regime. This includes us obtaining and keeping documentary evidence of the identity of clients and gaining an understanding of their financial status and normal business affairs.

(c) In the case of individuals (including Directors, Secretaries and Share Holders of a Company or Members of a Limited Liability Directorship), we require to see and keep a photocopy of a Passport, Photo Driving Licence, or National Identity Card (or similar document) as evidence of your identity and a recent utility or council tax bill (or similar type of document) as additional evidence of your address. We need to see original documents and will discuss with you acceptable documents and methods of certification if the original is not available. We may also utilise external agencies to assist with these checks and may charge you any expenses associated with such checks. Any personal data received from you will be processed only for the purposes of preventing money laundering or terrorist financing, or as permitted under the Data Protection Regulations. In many circumstances we may use online identity checking services to verify your identity.

(d) For all companies we will carry out a search of Companies House (or similar registry in foreign jurisdictions) and may ask for further information.

(e) For non-listed companies and other organisations, we will also require the evidence for individuals for one or more Directors, Company Secretaries, Shareholders, Directors or other persons authorised to represent the organisation.

(f) For other legal entities we will inform you of the evidence required to confirm identity.

18.2. Disclosure to the Authorities etc.

(a) We are in certain circumstance obliged under the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017, Proceeds of Crime Act 2002 ('POCA') as amended by the Serious Organised Crime and Police Act 2005 ('SOCPA') to make a report to the National Crime Agency ('NCA') where we are suspicious that any matter or transaction in which we are instructed involves the proceeds of criminal conduct. We may be prohibited by law from informing you or anyone else when such a report has been made, and it is possible that we may not be allowed to proceed with the transaction or matter concerned until NCA gives us permission to do so. We may not be permitted to tell you anything about any of these circumstances should they occur.

(b) Where we are also acting for your proposed lender in a transaction, we have a duty to fully reveal to your lender all relevant facts about the purchase and mortgage. This includes:

(i) Any differences between your mortgage application and information we receive during the transaction; and

(ii) Any cash back payments or discount schemes that a seller is giving you.

(c) If any term or provision of these terms of business or our Client Care Letter is inconsistent with complying with our legal obligations under Anti-Money Laundering Legislation, our legal obligations will override the inconsistent term which shall be deemed modified accordingly.

(d) 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.

18.3. Cash Payments

(a) We will not accept payments from you in cash of over £1,000 regardless of whether the payment is to settle our bill, to pay money on account, or in respect of transactions we may be acting upon (such as sales and purchases of businesses or property).

(b) For the avoidance of doubt the £1,000 cash limit applies to each matter in which we are acting for you and not just to each transaction relating to that matter.

(c) We shall not be liable to you for any losses you may suffer as a result of any refusal by us to accept cash payments of over £1,000.

19. Equality & Diversity

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

19.2. If you consider yourself to have a disability, or if you have any special requirements in relation to the way in which you would like us to handle your work, please let us know.

20. Environmental Commitment

20.1. We are committed to reducing our environmental impact and therefore aim to minimise printed documents wherever possible. We may provide correspondence and documents electronically unless you request otherwise.

21. Rights of Third Parties

21.1. Except as stated otherwise in clause 12.8, a person who is not a party to this agreement shall not be entitled to enforce any of its terms.

22. Applicable Law, etc.

22.1. These terms and our Client Care Letter shall be governed by, and interpreted in accordance with English law. Any disputes or claims concerning this agreement and any matters arising from it shall be dealt with only by the courts of England and Wales.

22.2. If we or you do not enforce our respective rights under this agreement at any time it will not prevent either us or you from doing so later.

22.3. If any provision of this agreement 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 agreement which shall remain in full force and effect.

23. Termination

23.1. You may end this agreement (and therefore, your instructions to us) at any time by writing to us by post, fax or email. However, we may be entitled to keep all of your documents and deeds while there is money owing to us (including fees and expenses which have not yet been billed).

23.2. We may end this agreement (and, therefore, cease acting for you) in relation to any matter or all matters of yours but only on reasonable written notice and for good reason. Examples of a good reason include where you have not given us sufficient instructions, where you have not provided appropriate evidence of identification or we reasonably believe that the relationship between you and us has broken down.

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

23.4. 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 the relevant time and those charges will be applied on the same basis set out in clause 7 and for any expenses which we incur on the same basis – also set out in clause 7.

23.5. If you are an individual consumer (and not a business entity) and we have not met with you prior to entering into this Agreement or, if we entered into this Agreement with you away from our business premises, you have the right to cancel this Agreement within 14 days of conclusion of this agreement (the 'Agreement Date' at the beginning of this Agreement). This right exists in accordance with The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. Please refer to the 'Cancellation Notice' at clause 23 for further information about your right to cancel and the conditions attached to the same.

23.6. We will not start work on your file within 14 days of the Agreement Date. If you would like our service to start within 14 days of the Agreement Date, please sign the enclosed Client Declaration, mark the relevant box stating your wishes and return a copy to us.

23.7. 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 Agreement. These

charges will be applied on the same basis as set out in clause 7 of this Agreement and where a fixed fee has been agreed, the charges will not exceed that fixed fee.

24. Cancellation Notice

This Notice is applicable to you if clause 23.5 also applies to you. If you are unsure, please contact us immediately upon receipt of these Terms.

Instructions for Cancellation

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 (the 'Agreement Date' at the beginning of these terms).

To exercise the right to cancel, you must inform us, **Thornton Jones Solicitors, Bank House, 1 Burton Street, Wakefield WF1 2GF** or at enquiries@thorntonjones.co.uk , 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 –

(a) 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 us your cancellation from this contract, in comparison with the full coverage of the contract.

Cancellation Form

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

To **Thornton Jones Solicitors at Bank House, 1 Burton Street Wakefield WF1 2GF** or at fax number **01924 290240** or at enquiries@thorntonjones.co.uk:

I/We [*] herby give notice that I/We [*] cancel my/our [*] contract for the supply of the following service [*]: Matter Number (located at the top of the client care letter/ Client Declaration) …………………………………………….

Ordered on [*]/ received on [*]: ………………………………………

Name of consumer(s): ………

……

Address of consumer(s) ………

……

……

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

Date: ……………………………………………………. [*] Delete as appropriate.

Thornton Jones Solicitors
Terms and Conditions of Business

Cyber Crime - Fraudsters are actively targeting solicitors' clients

Clients of various firms of solicitors have been tricked by criminals into handing over significant sums of money. Further information about this type of fraud can be found on the Solicitors Regulation Authority (SRA) website at http://www.sra.org.uk/consumers/problems/fraud-dishonesty/scams.page (the SRA is the regulatory body for solicitors' practices in England and Wales).

One of the most common types of fraud is where the criminal 'clones' the identity of a firm of solicitors and sends you an email which looks like it has been sent from your case handler. These types of emails can be very convincing and for the most part you will not be able to tell whether the email is bogus – one of the ways you can tell is if there is a slight difference in the email address used against the email addresses used by genuine employees at the firm. In these emails the payment of fees or other monies is requested, and bank account details are provided for you to send the money to are provided and you are asked to make a direct transfer into a bogus bank account operated by the fraudsters. Fraudsters are able to do this because email is not a secure form of correspondence and can be accessed and altered. You can ask us not to correspond with you by email at all if you wish.

Another common type of scam is where your email address is cloned or intercepted, and an email is sent to your case handler appearing to be from you and asking for monies that belong to you to be paid from your case handler to the fraudster's bank account. Due to this risk, we will never accept instructions to send money to you by email alone. We will always verify these instructions with you by telephone or face-to-face. Until we have verified your identity and bank details to our satisfaction, we will not release any monies to you. It is therefore important that you return our telephone calls or respond to our letters promptly. If you do not, then there may be delays in you receiving any monies which we hold on your behalf. In certain, circumstances we may decide that the safest way to pay the monies we hold on your behalf will be by cheque.

The clients of this firm have never been targeted in these kinds of scam, but it is important that you are alert to the possibility that you could be targeted. We run strict information security, data protection and client confidentiality procedures, but it is important that you remain alert to the risks also.

In particular, please note that we will never ask you to make a payment directly to our bank account by email. Any such email you may receive will not have come from this firm and should be reported to the police and to us immediately. We will not change our bank account details given to you in our engagement letter.

If you are in any doubt about any email you receive from us you must check the authenticity of the email by contacting us directly by trustworthy means, such as by telephoning the number on our website. You must not use the number on any suspicious email you may receive as this may also be bogus an operated by the fraudsters.

If you do not follow the advice above, you could stand to lose significant sums of money to fraudsters, and this firm will not be liable to you for any losses unless they have occurred as a result of our negligence.

If you have any questions about the content of this note, please discuss these with us immediately.

Important Notice – Verification of Bank Details
We will never notify you of changes to our bank details by email or other electronic means. If you receive any communication suggesting our bank details have changed, please contact us immediately using a verified telephone number from our website. We do not accept liability for losses arising from payments made to incorrect accounts where clients have not taken reasonable steps to verify bank details directly with us.

Thornton Jones Solicitors
Terms and Conditions of Business

DATA PROTECTION AND PRIVACY STATEMENT FOR CLIENTS

INTRODUCTION
We respect your privacy, and we are committed to respecting your personal data rights.

This privacy notice informs you about how we look after your personal data when performing the contract we have, or are when we are considering entering into a contract with you. This privacy notice deals with the specific areas set out below:

1. **WHO WE ARE**

This privacy notice aims to give you information on who we are and how we collect and lawfully process your personal data when we retain you as a client and deliver services to you.

Molly Thornton is our designated Data Protection Officer who is responsible for your personal data at Thornton Jones Solicitors Ltd (referred to as "we", "us", or "our" in this notice).

If you have any questions about this privacy notice, including any requests to exercise your legal rights, please contact the Data Protection Officer using the details set out on our website. If you have any concerns about how we handle your personal data, you should raise this with us in the first instance using our data protection complaints procedure which is available upon request. You also have the right to make a complaint at any time to the Information Commissioner's Office (ICO), the supervisory authority responsible for data protection issues (www.ico.org.uk). We ask that you raise any concerns with us first so we can try to resolve them promptly. We will investigate and respond to your concern in accordance with our data protection complaints procedure.

We are registered with the Information Commissioner's Office and our unique registration number is Z2151779.

This version was last updated on 29th May 2026. It is important that the personal data we hold about you is accurate and current. Please help us by keeping us informed if your personal data changes during your relationship with us.

2. **THE DATA WE COLLECT ABOUT YOU**

Personal data, or personal information, means any information about an individual from which that person can be identified. It does not include data where the identity has been removed.

Throughout the duration of your contract for legal services with us, we may collect, use, store and transfer different kinds of personal data about you which we have grouped together as follows: -

Personal Data including but not limited to: name, address, telephone number, date of birth, national insurance number, passport number, driving licence number, and birth certificate reference number.

Special Categories of Personal Data about you. This may include more sensitive details about you such as your health and information about criminal convictions and offences but only if this is relevant to the delivery of our legal services.

If you fail to provide us with personal data
Where we need to collect personal data by law, or under the terms of a contract we have with you and you fail to provide that data when requested, we may not be able to perform the contract we have or are trying to enter into with you.

3. **HOW IS YOUR PERSONAL DATA COLLECTED**

We use different methods to collect data from and about you, necessary for the performance of a contract with you, including through:-

Telephone conversations with you. We may speak with you to obtain personal data from you, prior to and during entering into a contract with us.

Completion of forms and questionnaires via post, email or when meeting you. We will send you forms for completion or complete those forms with you in order to help us deliver the legal services to you.

Automated technologies or interactions. If you complete a contact form via our website or our mobile App, we will automatically collect the personal data you submit.

Third parties. We may receive basic personal data introducers that you have asked to contact us on your behalf. We will confirm these details with you when you contact us directly to instruct us to pursue a claim on your behalf.

4. PURPOSES FOR WHICH WE WILL USE YOUR PERSONAL DATA

We are committed to protecting your privacy. We will only use your personal data when the law allows us to. Most commonly, we will use your data where it is necessary for the performance of a contract to which you are party, or in order to take steps at your request prior to entering into a contract, and where we need to comply with a legal or regulatory obligation. We may also process your personal data where it is necessary for our legitimate interests, provided those interests are not overridden by your rights.

Please note that we may process your personal data without your knowledge or consent, in compliance with the above rules, where this is required or permitted by law.

We will only use your personal data for the purposes for which we collected it, unless we reasonably consider that we need to use it for another reason and that reason is compatible with the original purpose. If you wish to get an explanation as to how the processing for the new purpose is compatible with the original purpose, please contact us.

5. PERSONAL DATA DISCLOSURE

We may have to share your personal data with the parties set out below for the purposes set out at paragraph 4 above:-

a. External Third Parties such as experts and barristers engaged on your case.
b. Third Parties to whom we may choose to sell, transfer, or merge parts of our business or our assets. If a change happens to our business, then the new owners may use your personal data in the same way as set out in this privacy notice.

We require all third parties to respect the security of your personal data and to treat it in accordance with the law. We have confidentiality agreements with all third-party service providers we use. We do not allow our third-party service providers to use your personal data for their own purposes and only permit them to process your personal data for specified purposes and in accordance with our instructions.

6. INTERNATIONAL TRANSFERS OF DATA

We do not transfer your personal data outside the European Economic Area (EEA).

7. DATA SECURITY ARRANGEMENTS

We have put in place appropriate security measures to prevent your personal data from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed. In addition, we limit access to your personal data to those employees, agents, contractors and other third parties who have a business and need to know. They will only process your personal data on our instructions, and they are subject to a duty of confidentiality.

We have put in place procedures to deal with any suspected personal data breach and will notify you and any applicable regulator of a breach where we are legally required to do so.

8. DATA RETENTION PERIODS

We will only retain your personal data for as long as necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, accounting, or reporting requirements.

To determine the appropriate retention period for personal data, we consider the purposes for which we process your personal data and all of the applicable legal requirements.

9. EXERCISING YOUR LEGAL RIGHTS

Under certain circumstances, you have rights under the data protection laws in relation to your personal data. Your rights are listed below, and more detail can be found by accessing the ICO's website. You can:-

- Request access to your personal data (commonly known as a "data subject access request"). This enables you to receive a copy of the personal data we hold about you and to check that we are lawfully processing it.
- Request correction of your personal data of the data that we hold about you. This enables you to have any incomplete or inaccurate data we hold about you corrected, though we may need to verify the accuracy of the new data you provide to us.
- Request erasure of your personal data of your personal data. This enables you to ask us to delete or remove personal data where there is no good reason for us continuing to process it. You also have the right to ask us to delete or remove your personal data where you have successfully exercised your right to object to processing, where we may have processed your information unlawfully or where we are required to erase your personal data to comply with local law. Note, however, that we may not always be able to comply with your request of erasure for specific legal reasons, which will be notified to you, if applicable, at the time of your request.
- Object to processing of your personal data of your personal data where we are relying on a legitimate interest (or those of a third party) and there is something about your particular situation which makes you want to object to processing on this ground as you feel it impacts on your fundamental rights and freedoms. You also have the right to object where we are processing your personal data for direct marketing purposes. In some cases, we may demonstrate that we have compelling legitimate grounds to process your information that override your rights and freedoms.
- Request restriction of processing your personal data of your personal data. This enables you to ask us to suspend the processing of your personal data in the following scenarios: (a) if you want us to establish the data's accuracy; (b) where our use of the data is unlawful but you do not want us to erase it; (c) where you need us to hold the data even if we no longer require it as you need to establish, exercise or defend legal claims; or (d) you have objected to our use of your data but we need to verify whether we have overriding legitimate grounds to use it.
- Request transfer of your personal data of your personal data to you or to a third party. We will provide to you, or a third party you have chosen, your personal data in a structured, commonly used, machine-readable format. Please note that this right only applies to automated information which you initially provided consent for us to use or where we used information to perform a contract with you.
- Right to withdraw consent where we are relying on your consent to lawfully process your personal data. However, this will not affect the lawfulness of any processing carried out before you withdraw your consent. If you withdraw your consent, we may not be able to provide certain services to you. We will advise you if this is the case at the time you withdraw your consent. Please note however that we will usually rely on other lawful means to process your personal data (as set out above) and will not usually use your consent as a basis for lawful processing.

If you wish to exercise any of the rights set out above, please contact us.

Please note that not all of the above rights will apply where the data is required for the establishment, exercise or defence of a legal claim.

You will not have to pay a fee to access your personal data (or to exercise any of the other rights). However, we may charge a reasonable fee if your request is clearly unfounded, repetitive or excessive. Alternatively, we may refuse to comply with your request in these circumstances.

Thornton Jones Solicitors
Terms and Conditions of Business

We may need to request specific information from you to help us confirm your identity and ensure your right to access your personal data (or to exercise any of your other rights). This is a security measure to ensure that personal data is not disclosed to any person who has no right to receive it. We may also contact you to ask you for further information in relation to your request to speed up our response.

We will comply with your request to access your personal data at the latest within one month of receipt as required by law. The time for us to respond can be extended by a further two months if the request is complex or the company has received a number of requests you.

The time limit is calculated from the day after we receive the request (whether the day after is a working day or not) until the corresponding calendar date in the next month. If the corresponding date falls on a weekend or a public holiday, we have until the next working day to respond.