

Terms of Business

1. Our contract

- 1.1. The Terms of Business (**Terms**) as supplemented and/or amended by any relevant Client Engagement Letter and/or Case Plan we provide you with apply to each matter on which Vine Law LLP undertakes work for you and together form our entire agreement with you to provide legal services (**Agreement**).
- 1.2. This is an important document and should be read carefully. If you are unsure of any part of the Terms, you must contact us for clarification before we begin work for you.
- 1.3. If there is any conflict between the Terms and any relevant Client Engagement Letter and/or Case Plan, the terms in this document shall prevail.
- 1.4. We may change these terms and conditions from time to time and will notify you of this in writing or make available a copy of the amended terms available on our website if we do so.
- 1.5. In these Terms, the following definitions shall apply:

“we” “us” “our” shall mean Vine Law LLP trading as Vine Law and any successor practice and any service company owned or controlled by or on behalf of Vine Law LLP or any of its members.

“matter” means the specific case, transaction, dispute or issue in relation to which we are asked to provide services to you whether set out in our Client Engagement Letter, Case Plan or otherwise.

“members” means the members of Vine Law LLP from time to time. A list of members is available at our registered office upon request *and on our website at: www.vinelaw.co.uk*.

“you” and **“your”** refer to our client.

“services” shall mean all services we provide to you in relation to any relevant matter.

“SRA” means the Solicitors Regulation Authority.

2. About us

- 2.1. We are a firm of solicitors authorised and regulated by the Solicitors Regulation Authority (**SRA**) and our legal services are regulated by the SRA. Our SRA number is 8010951. You can find out more about the SRA and view the professional rules which apply to us on the SRA website: www.sra.org.uk.
- 2.2. We are a limited liability partnership registered in England and Wales with registration number OC454954. Our registered office is at 30 Old Market, Wisbech, Cambridgeshire, PE13 4NB. Our VAT number is 362150428.
- 2.3. Please note that owing to our professional duties as solicitors there are some limits on what we can do to help clients achieve their goals. We cannot, for example, break the law, act in a conflict of interest, mislead the court or act in a manner deemed unethical by our regulator.
- 2.4. We are not authorised by the Financial Conduct Authority. However, solicitors are able to provide certain financial services incidental to their legal work while regulated by the SRA. Sometimes the legal services we are providing involve investments. As we are not authorised by the Financial Conduct Authority to give investment advice, we may refer you to someone who is authorised to provide the necessary advice.

3. Your responsibilities

- 3.1. In addition to any responsibilities set out in your Client Engagement Letter, you must:
 - (a) provide us with all relevant instructions, information and materials relating to your matter in a timely, clear and accurate manner;
 - (b) ensure that all information and instructions provided to us are not false or misleading and are complete, accurate and up to date in all material respects;

- (c) promptly provide us with access to all documents and materials reasonably requested by us;
- (d) notify us promptly of any subsequent changes to any instructions, information or materials provided by or on your behalf;
- (e) co-operate with us in the provisions of the services and attend any appointments, meetings, hearings or examinations which we reasonably request you to attend;
- (f) provide us with a secure email address, check it regularly for communications, ensure that you use appropriate security measures in respect of your email account (including without limitation using a secure password), and notify us immediately if your email account has been compromise or hacked;
- (g) tell us straight away of any change in your personal or contact details;
- (h) pay all our bills in accordance with these Terms and provide us with money on account promptly and when required;
- (i) not ask us to do anything which would breach our legal, professional or regulatory duties;
- (j) notify us immediately if you are bankrupt, insolvent or if you have entered into any legal arrangement to deal with your debts; and
- (k) give us authority to act on your behalf in connection with your legal matter including incurring expenses on your behalf and instructing other professional advisers or similar; and
- (l) otherwise comply with these Terms;

3.3 Any services or advice we provide to you is provided to you only and may not be disclosed to any third party or published without our prior written consent.

4. Our authority

- 4.1. You authorise us to act for you on your instructions and to the fullest extent necessary in order to provide the services.
- 4.2. Where you have authorised us in writing to take instructions from a third party, we are entitled to assume that the instructions we receive from that third party are authorised by you.
- 4.3. Where we are instructed to act for more than one client jointly, the rights and obligations of each joint client in relation to the services shall be several (save for obligations to pay money which shall be joint and several). Any instructions given by any individual joint client will be considered to be an instruction on behalf of all joint clients (unless otherwise agreed). Each joint client agrees that we may disclose to any other joint client any information given to us or held by us in relation to the relevant matter even where we may otherwise have been prohibited from doing so under our duty of confidentiality.
- 4.4. If our client is a company, LLP or other organisation, we will be entitled to assume that the person giving us instructions to provide services in relation to a matter has the actual authority to do so. We shall be entitled to rely on any information and instructions given by such person/s. We reserve the right to insist upon sight of a formal instruction or resolution by the client organisation as to the individual/s authorised to instruct us. We shall be entitled to assume that the Terms have been brought to the attention of the client organisation and approved by the appropriate officers of that organisation.

5. Conflicts of interest

We are subject to a duty to avoid any actual or potential conflicts of interest between your interests and the interests of another client for whom we are already acting, or with us. You must notify us immediately if you are or become aware of any actual or potential conflict of interest. If, during the provisions of services to any client a conflict of interest arises, we may terminate or suspend our services in relation to that matter with immediate effect.

6. Our services and responsibilities

- 6.1. We aim to perform our services efficiently and with a high level of client care. We will use reasonable care and skill in the provision of the services.
- 6.2. We will set out the scope of our services at the outset of your matter in a Client Engagement Letter or otherwise in writing.
- 6.3. We will identify the person dealing with your matter in your Client Engagement Letter as well as the supervisor with overall responsibility for your matter. We may use other individuals to provide services to you at our discretion to ensure appropriate and effective delivery of our services.
- 6.4. We will only provide advice on matters within the scope of our Client Engagement Letter unless expressly agreed otherwise in writing. If additional services are required, we may charge additional fees for such work and may need to open a new file if the additional services relate to a new matter. It is agreed that there is no implied extension to the scope of services which we will provide.
- 6.5. Please note that, unless explicitly stated otherwise within your client engagement letter, tax advice, advice on the law of jurisdictions outside of England & Wales, property or rental valuation advice, and financial and accounting advice are outside the scope of our services. This means that we will not provide you with any advice on these matters or any other matters outside of the scope of our Agreement. If, during the course of acting for you, we become concerned or an issue arises in respect of a matter which does not fall within the scope of our services, we will suggest that you seek separate specialist advice or will refer you for such assistance.
- 6.6. We will not be responsible for any failure to provide any services on any issue or matter which falls outside the scope of the services we have agreed to provide you, or which are otherwise outside the scope of our engagement.
- 6.7. Whilst we will try to meet any deadline we agree with you for the performance of our services but, unless otherwise agreed in writing, time shall not be of the essence in relation to the provision of our services.

7. Business hours

We are normally open between 9:00 AM and 5:00 PM Monday to Friday except for bank holidays and during a Christmas and new year shut down period. Whilst our staff may sometimes respond to communications and work outside of our normal office hours, this is entirely at our/their discretion, and we would ask you to respect that there will be times when we are not available.

8. Communicating with you

- 8.1. We will communicate with you by any preferred method you notify to us (such as telephone, client portal, email or by post). If no particular method of communication is requested, we will communicate with you in the manner considered appropriate in the circumstances.
- 8.2. Please be aware that criminals are known to target email communications. You acknowledge that email communications may therefore not be secure. You consent to us corresponding with you by email and relying upon communications coming from your email account unless you tell us otherwise in writing.
- 8.3. We take reasonable steps to minimise the risk of our email or computer systems carrying a virus or similar harmful items. You agree to also take reasonable steps to properly secure your communications with us and protect the email and computer systems used for your matter. This is important in order to protect your rights and funds. You can learn more about staying safe and secure online including good password practice at: <https://www.cyberessentials.ncsc.gov.uk>.
- 8.4. We shall not be liable for any loss or damage arising from any the use of email or other electronic communication systems or any attachment that may be transmitted by us save where caused by our negligence or wilful default.
- 8.5. We will not accept any instructions from you to alter your banking details or instructions on where money should be sent if received by email. This is due to the risk of fraud by someone impersonating you to divert your money to them instead of you. We reserve the right to take the time to confirm such

instructions with you personally by telephone or other reasonable means before acting on such instructions. Similarly, you agree not to rely upon any change of bank details notified to you in relation to our firm by email even if it appears to come from our firm. Fraudsters can convincingly impersonate email accounts. If you receive any such email purportedly from us, or any other suspicious looking communication which appears to be from us, please call us on a known number to speak to us immediately. We will not be liable for any losses or damage resulting from funds being sent to an incorrect account or for the interception of payments made in the normal manner.

9. Diversity, equality and inclusion

- 9.1. As a firm we wish to support and promote equality and diversity in all our dealings. We shall not discriminate in the provision of our services on the grounds of age, disability, gender reassignment, marital or civil partner status, pregnancy or maternity, race, colour, nationality, ethnic or national origin, religion or belief, sex or sexual orientation.
- 9.2. If it would assist you for our services to be delivered in a different way, please do not hesitate to let us know and we will investigate how we can assist.

10. Insurance and client protection

- 10.1. As a firm of solicitors, we are required to maintain professional indemnity insurance up to a certain limit in order to protect clients (subject to the terms of the policy) in the unlikely event of a mistake being made in a matter. If you feel that we have made a mistake in your matter, and that you have or will suffer loss or damage as a result, you must inform us straight away. Contact details and details of the territorial coverage for our professional indemnity insurers are available upon request from the individual handling your matter.
- 10.2. Working with a solicitor may also provide protection to a client in certain circumstances if a solicitor fails to pay money owed to the client or is dishonest resulting in a loss to the client. Obviously we do not anticipate any such problems arising in your matter but if you would like to learn more about the SRA Compensation Fund you can do so on the SRA website: www.sra.org.uk/consumers.page.

11. Confidentiality

- 11.1. We will keep confidential and not disclose to any person any confidential information you provide us with or we otherwise concerning your business or affairs, except as otherwise set out in this paragraph.
- 11.2. We will not usually share your information with third parties unless this is part of the work on your matter. For example, we may need to send certain information about you or your matter to other lawyers working on the matter, to the court or to government bodies. In rare circumstances, we sometimes need to make reports of suspicious activity to the National Crime Agency (NCA). We may also work with some trusted contractors or consultants who may have access to your information such as service providers or copiers. All contractors will have a contract with us which requires that your information be accessed appropriately and kept confidential (among other GDPR requirements). Similarly, we may occasionally need to share information about you or your matter with our professional indemnity insurers, auditors and/or our professional advisers, or otherwise as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority and you agree to the same. If you instruct us jointly with another client, then it will be necessary to share certain information relevant to you with that joint client in order to fulfil your instructions to us.

12. Data protection

- 12.1. Our Privacy Notice is available on request or at: <https://www.vinelaw.co.uk/privacy-policy>. We may amend our privacy notice at any time and will notify you of any change or make an updated copy available on our website.
- 12.2. We will collect information about individual clients and organisation clients' staff and keep this on our computers, in our email, in cloud storage and on paper for a certain period of time. The main reasons for this are to:

- (a) deliver the legal services we have agreed in contract to provide to you. For example (and without limitation), we may use your information to assess your case, write letters on your behalf, or to prepare legal documents to help you with your matter; and/or
 - (b) comply with the law. For example, as solicitors we must perform identity checks, anti-money laundering checks, and conflicts of interest checks against a list of current and former clients. We also have a legal duty to report suspicious activity to the National Crime Agency if we suspect money laundering.
- 12.3. In some cases, we may hold more sensitive personal information about an individual such as about their health. This may be necessary to pursue your legal matter. We are permitted to use such information to provide legal advice to you or in connection with equality legislation.
- 12.4. You can withdraw consent to your information being used in a particular way, but this may limit what more we can do for you (if anything).
- 12.5. As a client we may in the future send you a newsletter or similar and find that most clients find this helpful. We rely upon the legitimate interest we have in maintaining contact with former clients to do this in data protection law and your agreement for the purposes of the Privacy & Electronic Communications Regulations (which can be implied under these Regulations). However, we will never share your information with third parties to market to you and will not contact you about non-legal services. You have the right to opt out of future communications from us. If you already know that you do not want to receive these messages, then you can opt out now by emailing us at hello@vinelaw.co.uk.
- 12.6. Your information may be kept on computer servers within the European Union. If at any point information is stored on computer servers outside of the EU, we will ensure compliance with the General Data Protection Regulation or 'GDPR') in respect of that information.
- 12.7. We do not use your personal information to make automated decisions which affect you.
- 12.8. We do normally have a right to payment of any outstanding costs before releasing a whole file to you, but we will comply with any right you may have under data protection laws to access certain personal data without charge.
- 12.9. Our general contact details are set out in our covering letters and the contact details for our information officer can be found in our Privacy Notice which is available on our website. You should contact this individual if you want to exercise one of your data protection rights and in particular if you wish to complain about how your personal data is being used, or if you wish to request that our records about your personal information be corrected or deleted.
- 12.10. If you have a complaint about how your personal information is being used which we have not been able to address, you may be able to make a complaint to the Information Commissioner's Office (ICO) directly. You can learn more about the ICO and personal data rights at: www.ico.org.uk. Our ICO registration number is ZA800847.

13. Our charges

- 13.1. You are liable to pay our charges including our fees, any additional charges, disbursements, interest and tax (including VAT as appropriate). Our method of charging for our work may be based upon an hourly rate, a fixed fee, a conditional fee agreement or a combination of these. Our fees may take into account various factors such as time spent working on your matter, complexity, risk, value, urgency and importance. We will explain whether we are charging on an hourly rate, fixed fee basis or other basis and will provide details of our hourly rates or other fees in our Client Engagement Letter or otherwise in writing to you. Our hourly rates may vary depending on the seniority of the individual of your advisor.
- 13.2. Where our fees are based on a time-spent basis, our time spent is calculated in six-minute units rounded up to the nearest full six-minute unit of time. For example, short or standard letters, emails and phone calls may require less than six-minutes time but will still be charged as one six-minute unit. Each six-minute unit is the equivalent of 10% of our hourly rate.

- 13.3. Time spent on your matter will include any time spent: making and receiving telephone calls; email and other correspondence with you and third parties; obtaining, reviewing and considering any paperwork, drafting; file opening and compliance procedures; taking instructions; attendances on you or others or at court; legal research; travelling and waiting time; and any other work directly linked to your matter.
- 13.4. We reserve the right to vary our hourly rates from time to time, for example at the start of a new year. We will give you advance notice of any proposed change. If we feel it is necessary to vary our hourly rates due to the nature of your instructions changing (such as in respect of the urgency or complexity of the matter) we will notify you of this and agree an appropriate alternative hourly rate with you.
- 13.5. When charging on an hourly rate basis we may at the beginning of your matter provide an estimate of the total costs for your matter or for reaching a certain stage in the matter. Similarly, we may publish on our website estimates of our costs or fixed fees. These are estimates only and we may provide you with updated estimates as your matter progresses. Any costs estimate is not a cap. You remain liable for all charges whether our original estimate is exceeded or not.
- 13.6. Unless expressly stated otherwise within our Client Engagement Letter, if we agree to work with you on a fixed fee basis and your instructions are terminated (either by you or because we have grounds to terminate under the Terms) we reserve the right to charge you the full fixed fee. At our absolute discretion, we may agree to reduce our fee to a sum equivalent to what our charges would have been for the work actually undertaken on a time spent basis applying our standard hourly rates.
- 13.7. In addition to our fees, we reserve the right to charge the following additional fees to cover our actual expenses and/or an administrative charge:
- (a) a client onboarding fee for dealing with identification and compliance matters;
 - (b) a bank administration fee for arranging outgoing payments to you or third parties;
 - (c) an SDLT (stamp duty land tax) administration fee for preparation and submission of your SDLT return and arranging payment to HMRC;
 - (d) travel expenses, including train or taxi fares and/or mileage at the rate of 45p per mile (subject to increase from time to time);
 - (e) printing, photocopying and scanning or providing electronic data; and
 - (f) postage costs over and above those of standard first or second-class letters.
- 13.8. All of our charges are subject to VAT as appropriate. All hourly rates, costs estimates, fixed fees and any other charges quoted by us are exclusive of VAT unless expressly stated otherwise.

14. Disbursements

- 14.1. We may, and you authorise us as your agent to, ask others to carry out work on your behalf and you will be responsible for such third parties' fees, which are known as "disbursements". Disbursements are costs related to your matter that need to be paid to third parties, including (without limitation) barrister's fees, expert's fees, court fees, land registry fees, search fees, parking charges, travel costs, and stamp duty land tax. We will obtain your prior consent to any significant anticipated disbursements.
- 14.2. We will only charge you the actual amount of the fee charged to us and will handle the payments on your behalf to ensure a smoother process (unless otherwise agreed with you). VAT will be charged on disbursements where applicable.

15. Payments on account

- 15.1. We may require you to make a payment on account of our charges and/or anticipated disbursements prior to beginning work on your matter or at any other time during the course of your matter and such payments on account will be a condition of us acting or continuing to act for you.
- 15.2. We are not required to use a payment on account of costs to fund interim bills but reserve the right to transfer monies paid on account of costs for payment of outstanding charges upon the raising of a bill.

- 15.3. If you pay us any money on account and such funds are subsequently not needed, we will refund such monies to you.

16. Our bills and payment terms

- 16.1. Unless agreed otherwise in writing, we are entitled to bill you in respect of our fees, disbursements and any other charges on a monthly basis, otherwise on an interim basis at our discretion during your matter, and at the conclusion of your matter.
- 16.2. You agree to receive a bill via electronic means such as by email or via our client portal.
- 16.3. If you are receiving or anticipate receiving assistance with funding from a third party in connection with your matter, you nonetheless remain liable for the payment of our charges. This includes (without limitation) where a third party has agreed to pay your costs or where you are seeking to claim back part or all of your costs from an opponent or other third party. If a third party agrees to be responsible for all or sum of your costs and payment is not made in accordance with these Terms, you will be responsible for paying us any sums owed.
- 16.4. If we become liable for or receive invoices from suppliers in relation to further disbursements after sending you our final bill, we will raise a further bill for such disbursements and any associated charges.
- 16.5. Our bills are payable within 14 days of receipt in pounds sterling. We prefer to receive payment by direct bank transfer or by cheque made payable to "Vine Law LLP".
- 16.6. We do not accept any payment in cash. If a cash payment is made directly into our bank account, we reserve the right to make any additional enquiries we consider necessary about the source of such funds and to charge you a fee in respect of such additional enquiries.
- 16.7. Our bills must be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding as required by law). If you are required by law to withhold or deduct any sum from the payment of our bill, you must notify us in writing of the sum to be withheld or deducted and the legal basis for it. We may require you to pay such additional amount as required to ensure that the net amount received by us equals the full amount of our bill but we shall repay to you any sum which subsequently results in overpayment to us.
- 16.8. Without prejudice to our other rights, we reserve the right to cease further work for you and to withhold from you any information or items relating to your matter until full payment of our bill has been received (subject to such information that may be available to you under data protection laws).
- 16.9. We may charge interest on unpaid or part-paid bills at a rate of 4% above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%. Interest will begin to run from the due date of the invoice and shall continue to accrue until the date on which the invoice is paid in full.
- 16.10. We will send you reminder letters for all unpaid bills which are more than 21 days overdue. We may also provide you with monthly statements of all balances due to us.
- 16.11. If you wish to complain about a bill, please follow our complaints procedure in paragraph 13 ("Complaints and other concerns") below). You may also ask a court to assess our bill of costs under Part III of the Solicitors Act 1974 subject to certain time limits and conditions.
- 16.12. If we are instructed by more than one person or organisation, then the obligation to pay our bills will be joint and several.

17. Client money and payment of interest

- 17.1. We may hold money on your behalf in our general client account with Lloyds Bank from time to time (including any payments on account). Our client account is in England & Wales and is subject to the SRA Accounts Rules which are available at: <https://www.sra.org.uk/solicitors/standards-regulations/accounts-rules/>. There are strict limits on how we may operate our general client account. We cannot offer a banking facility and there are limits to the manner in which funds can be paid into and out of our general client account.

- 17.2. Our general client account is covered by the Financial Services Compensation Scheme (**FSCS**). However, you should be aware that there is a limit of £85,000.00 for all monies held by you in the particular bank whether via our client account or otherwise, as well as certain eligibility conditions. For more information visit <https://www.fscs.org.uk>.
- 17.3. The holding of client money is incidental to the carrying out of client's instructions. In addition, we are required to hold client money in an instant access account to facilitate transactions. As a result, we are unlikely to gain as much interest on monies held by us in our client account as part of their legal matter as a client might be able to obtain if they invested the money themselves.
- 17.4. We will account to you for interest on money held by us in our client account for more than 30 days where the amount of the interest exceeds £50. Where money is held in relation to separate matters for the same client, we will treat the matters separately, unless the matters are so closely related that they should be considered together.
- 17.5. We do not pay interest to clients for money held in circumstances in which we are not required to do so and where we consider that this would be inappropriate, namely:
- (a) where the amount of the interest calculated under our policy is less than £50 (for reasons of administrative cost and proportionality);
 - (b) on money held for professional disbursements (such as a barrister or translator's fee) if that person has requested a delay in payment of the fee;
 - (c) where we have agreed with the client, because it is fair in all the circumstances to do so, not to pay any interest in their particular case i.e. because the client has contracted out; or
 - (d) where the client has instructed us to hold the money in such a way that no interest is in fact accrued.
- 17.6. We keep the £50.00 cap and levels of interest payments made under review as interest rates change from time to time.
- 17.7. Our policy is:
- (a) to pay interest at the end of your matter save for where it is more appropriate to account for a sum in lieu of interest on an interim basis owing to monies being held for an unusually long period of time; and
 - (b) to calculate interest in accordance with applicable rates during the period for which we hold cleared funds for you.
- 9.7 Any sum paid to you in lieu of interest will be paid without deduction for tax unless otherwise notified to you in writing. You are responsible for declaring and paying any interest due on any such sums received by you.

18. Anti-money laundering and financial crime procedures

- 18.1. As a firm of solicitors, we must comply with various legal and regulatory requirements aimed at preventing crime. Our duties include obtaining satisfactory evidence of the identity of each client and the source of wealth and the source of funds of our clients and, sometimes, people related to them. You agree to co-operate with us in order to verify your identity, your business structure (if applicable), organisation history (if applicable), your source of wealth and income, the source of funds, and any other matters relevant to discharging our legal and professional duties in this respect. This may include attending our offices with original identification and other documentation for verification but could also involve disclosure of more personal information and documents, such as bank statements and evidence of income. We are grateful to our clients for their understanding and patience while we discharge our professional duties. If it is not possible to attend our offices, lawful alternatives will be considered with you.
- 18.2. In order to comply with our professional and legal obligations, where we know or suspect that you or any other party involved in a matter are or may be involved in money laundering or holding the

proceeds of crime, we may need to report information about you or your matter to the National Crime Agency (NCA) and in such an event we would be prevented by law from informing you of this fact. Our reporting duties override any duty of confidentiality that we have to you. If a report is made, we must halt progress on your matter and temporarily retain any client money held pending compliance with our professional and statutory duties without any further notice or explanation to you, until such time as we are authorised to proceed.

19. Document storage & retrieval

- 19.1. Whilst we reserve the right to destroy non-original material at any time after the conclusion of your matter, we generally retain files for a period of 7 years after payment of our final bill (although this may vary from matter to matter) and then destroy them thereafter. We will generally retain only an electronic copy of such files.
- 19.2. At the end of a matter, original documents will be returned to you save that, in some cases, we will at our discretion store wills, deeds or other important documents for clients. We reserve the right to refuse storage and/or to charge for such storage. We will also always keep a small amount of information after file closure in order to carry out conflict of interest searches in the future to comply with our professional duties
- 19.3. If we are asked to provide you or a third-party firm with any stored files, papers or documents, we will not normally charge for retrieving them but reserve the right to do so in the event that we are required to read documents, correspond with you or others, or perform any services in relation to such matter.

20. Intellectual property rights

- 20.1. We and our licensors shall retain ownership of all copyright and other intellectual property rights in all materials, advice and other documents (in any form including, without limitation, in electronic form) we prepare, create, draft or otherwise generate in the course of providing services to you.
- 20.2. Subject to you paying our charges in full, we grant to you a non-exclusive, royalty-free, non-transferable licence to use, copy and reproduce such materials, documents and advice solely for the purposes for which our services were provided. You shall not sub-license these rights without our prior written consent.
- 20.3. You agree that we may retain and subsequently use a copy of any advice or opinion given by any barrister or other third party in your matter subject to us taking all reasonable steps to anonymise the same.

21. Litigation and dispute matters

- 21.1. This paragraph sets out additional terms and important information that we are required to give you where your matter relates to litigation or the resolution of a legal dispute.

Paying someone else's costs and recovering your own costs

- 21.2. In litigation matters, the courts have the power to order one party to pay the costs of the other party. Usually, the court orders the unsuccessful party to pay the costs of the winning party although the court has the discretion and power to depart from this.
- 21.3. Your costs are generally not recoverable in any case before the Employment Tribunal whether you succeed in your case or not. The tribunals will only depart from this rule in exceptional circumstances which we will discuss with you where appropriate.
- 21.4. You should be aware that:
 - (a) if you make an application to court which does not succeed, even if you go on to win your case, you may have to pay the other party's costs;
 - (b) If you lose your case, you may have to pay the other party's costs;

- (c) once litigation is commenced, you may not be able to withdraw from the case without dealing with the issue of costs (and you may have to pay the other party's costs if you withdraw or wish to withdraw from the case);
- (d) in higher value claims, we may have to prepare a costs budget on your behalf which sets out your anticipated costs (including future costs). The court may impose a cap on costs and we will aim to work within any such cap (although we cannot guarantee that we can deliver our services within such cap);
- (e) if your opponent makes you an offer to settle, you may be at risk of an adverse costs order if you do not accept the offer but the offer is beaten at court;
- (f) costs must be reasonable and proportionate to the value of the dispute and, when deciding what costs order to make, the court can take into account matters including (without limitation):
 - (i) whether efforts were made before or during the litigation to try to resolve the dispute;
 - (j) any offers made and whether those offers were beaten at trial;
 - (k) the complexity and value of the case;
 - (l) the skill, knowledge and effort required and the location in which the work was carried out (i.e. London or outside of London);
 - (m) the conduct of the parties.
- (g) the amount of costs you can recover from your opponent if you win your case rarely exceeds 60% - 70% of your actual expenditure;
- (h) where your case is in the small claims track, fast track or intermediate track, a fixed recoverable costs regime is in place and you therefore only be able to recover limited sums from your opponent towards your costs, even if your case succeeds;
- (i) unless we otherwise agree in writing, you will be liable to pay all our fees, charges, disbursements and any other sums due in full even if your opponent is order to pay your costs but fails to do so.

21.5. If you instruct us to take enforcement action against your opponent in relation to any order of the court, you will be responsible for paying our fees in relation to such enforcement action on a time-spent basis unless otherwise agreed. You will also be responsible for paying any disbursements in relation to such enforcement action.

Funding arrangements

- 21.6. You should always check to see whether you have any legal expenses insurance included in any contracts of insurance you may hold. Such legal expenses insurance may cover your own legal expenses and/or any liability you may incur to pay your opponent's costs.
- 21.7. If you believe you have legal expenses cover, please notify us immediately so that we can discuss this with you and assist you to notify your insurer of your claim if we are able to act for you under that insurance.
- 21.8. If you do not have pre-existing legal expenses insurance, it may be possible to purchase after-the-event insurance to cover you in the event you are ordered to pay your opponent's costs. Such insurance is not always available or may not be financially viable in every case but we can discuss this with you as appropriate.

Conditional Fee Agreements

- 21.9. A Conditional Fee Agreement (otherwise known as a "No Win, No Fee Agreement") (**CFA**) is an agreement often used to pursue claims for personal injury and clinical negligence, but can, on occasion, be used to fund other types of litigation.

- 21.10. Under a CFA we would be entitled to charge you an increased fee (commonly referred to as a 'success fee') if your claim is successful. If your claim is unsuccessful, we would either not charge for the services provided, or we will charge a reduced fee, depended upon the circumstances of your claim.
- 21.11. With a CFA we often advise a client to obtain a legal expenses policy (known as "After the Event Insurance") to cover them if their claim was unsuccessful in respect of any order that may be made by the court for payment of their opponents' costs, as well as for their own expenses (such as court fees, barrister's fees, expert's fees, and the like).
- 21.12. Any insurance premium for after-the-event legal insurance cover, along with our success fee, are not, in general, recoverable apart from a partial recovery in clinical negligence claims. As such, the premium and any success fee and would be payable from any compensation recovered. If a claim is unsuccessful, there is no premium to pay as they are self-insured.
- 21.13. Not all matters are suitable for assistance with a CFA and or After the Event Insurance. We will discuss the most appropriate method of funding your claim with you at the outset of your matter.

Additional costs recoverable under Part 36 Civil Procedure Rules (CPR Part 36)

- 21.14. If, following our advice, we are instructed by you to make a formal settlement offer to your opponent under CPR Part 36 and in doing so we reduce our costs as part of that offer in order to secure an early settlement; where such offer is subsequently rejected by your opponent and following a court judgment in your favour where the costs assessed by the court exceed the earlier offer, an additional sum toward your costs may be ordered by a Judge to be paid by your opponent. If so, this additional sum will be retained by us.

22. Exclusions and limitations of liability

- 22.1. You agree to the limits on our liability set out in this paragraph 22 and that these are reasonable in all the circumstances.
- 22.2. Nothing in the Terms shall exclude or limit our liability in respect of our liabilities which cannot lawfully be excluded or limited, such as in respect of death or personal injury resulting from our negligence or for fraudulent misrepresentation.
- 22.3. We will not be liable whether in contract, tort, negligence, for breach of statutory duty or otherwise, for any special, indirect or consequential loss or damage of any kind (whether foreseeable or known or not) including (without limitation) any loss of profit, revenue, income, business, opportunity, goodwill, anticipated savings, production, or similar economic loss or damage.
- 22.4. We shall not be liable to you for any loss or damage arising as a result of force majeure (that is, if we are unable to perform any of our services as because of a cause beyond our reasonable control).
- 22.5. We will not be liable for any loss or damage of any kind arising as a result of complying with our legal and regulatory duties, such as delays or disclosures arising in the context of compliance with anti-money laundering legislation.
- 22.6. We will not be liable for any services or product provided by any third party even if instructed by us on your behalf or utilised by us in the provision of our services to you.
- 22.7. We will not be liable in respect of any losses arising from the failure of any bank with whom client funds have been deposited.
- 22.8. We will not be responsible for notifying you of any change in the law or event arising after the date on which we provide services to you and shall have no liability in relation to such matters.
- 22.9. Our liability for any claim in negligence, contract, tort, for breach of statutory duty or otherwise for any loss or damage, costs, other charges, or any interest arising out of or in connection with the services we provide to you howsoever arising shall, subject to the limits on our abilities to lawfully exclude and limit liability as detailed above, in relation to each matter, be limited to any cap specified in our Client Engagement Letter or your Case Plan or, where no cap is specified, shall be limited to the minimum amount of the professional indemnity insurance cover solicitors must have in place to insure against

mistakes, currently £2 million. Such cap shall apply to our aggregate liability to both you and to any other client for whom we are instructed in that matter.

- 22.10. Services are provided by our staff for and on behalf of our law firm. You agree not to bring any claim against any of our members or partners, or any of our employees, consultants, or agents, in connection with any loss or damage suffered in connection with our services. Those members, partners, employees and agents do not assume any personal liability for the services we provide and shall be entitled to rely on the Terms insofar as they limit or exclude such personal liability. Please note that this does not restrict your rights to compensation in appropriate cases from our insurers or from us as a law firm.

23. Early termination of services

- 23.1. You may terminate the provision of our services at any time by giving us notice in writing.
- 23.2. We may bring the provision of our services to an end at any time on giving you reasonable written notice and if we have reasonable grounds to do so including (without limitation) where:
- (a) you breach any of your obligations under our Agreement (including the Terms) including (without limitation) failure to give us timely or adequate instructions, to pay our charges, or failure to comply with a request for payment on account;
 - (b) we consider that the solicitor-client relationship of trust and confidence has ceased to exist between us;
 - (c) you behave unreasonably or engage in threats or risks of violence, injury or other danger to the physical or mental well-being of any of our members, staff or agents;
 - (d) we discover a conflict of interest;
 - (e) you request us to act unlawfully or in breach of any professional obligation or where to proceed would otherwise be contrary to legal or regulatory duties;
 - (f) the risk profile for your case significantly changing or otherwise exceeding a level acceptable to us;
 - (g) if you experience an insolvency event;
 - (h) we are prevented from acting by the NCA;
 - (i) if we reasonably believe that continuing to represent you may cause damage to our professional reputation or the personal reputation of any of our members or staff; or
 - (j) any other breach of these Terms.
- 23.3. If the provision of our services is terminated (howsoever arising), you will be liable for our charges including fees for time spent, disbursements and tax incurred (or which it will be necessary to incur) up to the point of termination being notified. We also reserve the right to charge you for any costs incurred after notice of termination if we need to transfer your file to another adviser or remove ourselves from the court record.
- 23.4. Subject to any applicable data protection rights which may apply, we are entitled to withhold our full file of papers until any charges owed to us have been paid. We retain all intellectual property rights in the advice which we provide and the documents which we prepare but permit you to make use of such work for the purposes of your particular matter only.
- 23.5. In some circumstances a consumer client (but not a business or an individual instructing us in a business capacity) may have a right in law to cancel our agreement without becoming liable for our fees. Such rights may arise if we take instructions from you outside of our offices or at a distance. If the cancellation rights apply, then we reserve the right to not start work on your matter until 14 days from the date of entering into the Agreement i.e. until after the 'cooling off' period has passed. If you do not wish to wait this long, then you can instruct us to proceed within the cooling off period, but you will then be liable from that point for our fees whether you wish to cancel within 14 days or not. In

appropriate cases, we will provide you with full instructions on how to exercise your right to cancel in your Client Engagement Letter.

24. Complaints and other concerns

- 24.1. We aim to treat all clients fairly and hope that you are happy with the services we provide. If at any stage you have concerns or wish to make a complaint, please tell the person handling your matter straight away about the nature of your concern. If you do not feel comfortable speaking with the individual handling your matter, then you can contact our complaints manager directly.
- 24.2. If the person handling your matter cannot promptly resolve your concerns, then it will be dealt with as a formal complaint under our complaints procedure which is available on request or on our website at: <https://www.vinelaw.co.uk/complaints-information>.
- 24.3. Any complaint will be investigated by a senior member of our firm. We will then endeavor to write to you within eight weeks of the date on which your complaint is received setting out our response to the complaint and how you can pursue your concerns further if you do not agree with our proposed resolution/outcome.
- 24.4. You may be entitled to complain to the Legal Ombudsman about our service if you remain dissatisfied. The Ombudsman would generally expect clients to follow a firm's internal complaints procedure before making a complaint to the Ombudsman. Complaints to the Ombudsman should normally be made within six months of receiving our final response to your complaint and no more than 1 year from the date on which the problem arose or, if you were not initially aware of the problem, within 1 year of when you should reasonably have known that there was cause for complaint.
- 24.5. You can find further information about the Ombudsman on the website www.legalombudsman.org.uk. You can write to the Ombudsman at Legal Ombudsman, PO Box 6167, Slough, SL1 0EH or by email on enquiries@legalombudsman.org.uk or call on 0300 555 0333. Please note that the Legal Ombudsman may be unable to accept complaints from certain types of clients.
- 24.6. Alternative complaints/dispute resolution bodies do also exist (such as Ombudsman Services, ProMediate and Small Claims Mediation) which are competent to deal with complaints about legal services if we both agree to use such a scheme. If we agree to use such a scheme, we will inform you when notifying you of our final response to your complaint.
- 24.7. Please note that the Legal Ombudsman is there to deal with concerns about the level of service which a client has received. Where there are more serious concerns that a solicitor or solicitor's firm have been involved in professional misconduct then reports can also be made to the SRA, the regulator of solicitors and solicitor firms. This could be for quite unusual and serious acts of misconduct such as dishonesty, taking or losing your money or treating you unfairly because of your age, a disability or other characteristic. Obviously, we do not anticipate any such problems arising and would ask that you notify the matter supervisor straight away if you have any such concerns.

25. Third party rights & assignment

- 25.1. Our services are provided solely for your benefit and for the purpose of the matter to which they relate. Our services and/or the product of our services may not be used or relied upon by any other person or for any other purpose.
- 25.2. Save as otherwise set out in the Terms, the Terms confer no rights on any third parties, and the Contracts (Rights of Third Parties) Act 1999 shall not apply. We will not be liable to anyone who is not our client in respect of professional negligence or otherwise.
- 25.3. You may not assign, novate or otherwise transfer all or any part of the benefit of or your rights and benefits under the Terms.

26. Severability

If any provision or provisions of our Agreement including the Terms is or becomes unlawful, invalid, void or otherwise unenforceable it shall be deemed deleted, but that shall not affect the validity and



enforceability of the remainder of our Agreement including the Terms which shall otherwise remain valid and enforceable.

27. Waiver

A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. Any failure or delay by us in insisting on strict performance of any of the Terms or in exercising any right or remedy provided under the Terms and/or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy.

28. Governing law & Jurisdiction

This Agreement, including the Terms, shall be governed by and construed in accordance with the law of England and Wales. It is agreed that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Agreement (including the Terms) or its subject matter or formation.

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