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1. Introduction

These Terms of Business set out the basis for our provision of legal services to you. A client care letter and Summary of Work and Fee Estimate incorporating these terms will normally be sent to you forming the basis of the contract between you and Harold Benjamin.

2. Regulatory Status

2.1 Harold Benjamin is the trading name of Harold Benjamin Solicitors Limited. Its registered company number is 11776096 and VAT number is 222 2952 87. Harold Benjamin Solicitors Limited is authorised and regulated by the Solicitors Regulation Authority (SRA) SRA No: 814944 The professional rules can be accessed on the SRA's website at https://www.sra.org.uk/solicitors/standards-regulations/

2.2 Like many other companies, Harold Benjamin will continue to use the title 'partner' to describe both employees and other senior professionals employed by us with equivalent standing, experience and qualifications. However, the use of this title should not be seen as indicating that Harold Benjamin trade as a partnership nor that any relationship of partnership has arisen between Harold Benjamin and you.

2.3 This agreement between us is governed by English law and is subject to the exclusive jurisdiction of the courts of England and Wales.

3. Implied Authority

3.1 When acting for more than one person, we are obliged to obtain instructions from each of them. Unless you advise us to the contrary, we assume your authority is given for us to accept instructions from any of one of you on behalf of all.

3.2 Unless you advise us to the contrary, we will assume that we have your authority to take all steps that we consider reasonable in the conduct of your matter and to incur such disbursements as may not have been foreseen when we gave you our initial quote i.e. fees to third parties such as searches, court fees etc. in the furtherance of your instructions.

3.3 You remain responsible for payment of invoices even if the Engagement does not proceed to completion or if a third party (including an insurer), who has agreed to pay or has been ordered to pay, fails to do so. Where we are instructed by more than one client, you will all be jointly and severally liable for the total amount of our fees.

4. Communication

4.1 We may correspond with you by email if you provide us with an email address, 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. Please be aware that we may monitor and read any email correspondence between you and any mail recipient at Harold Benjamin as part of our monitoring activities and to ensure compliance with our internal information handling and security procedures.

4.2 We will aim to communicate with you by your preferred method. More often than not, our communications will be in writing (via post or email) but may also be by telephone.

4.3 When you provide us with an email address for sending communications and documents you are responsible for ensuring your arrangements are sufficiently secure and confidential to protect your interests. You must tell us if this method of communication is not secure so we can use an alternative method.

4.4 The internet is not secure and there are risks if you send sensitive information over the internet or you ask us to do so. Please be aware that the data we send by email is not routinely encrypted. We will take reasonable steps to protect the integrity of our computer systems by screening for viruses on emails received. We expect you to do the same for your computer systems.

4.5 It is very unlikely that we will change our bank account details during the course of your matter. In any event, we will never contact you by email to tell you that our details have changed. If you receive any communications purporting to be from us, that you deem suspicious or have any concerns about, please contact us by telephone straightaway. Do not pay any monies until you have been able to verify the authenticity of any such communication with us.

5. Responsibilities

You as our client have a number of responsibilities that you must keep and similarly, we have a number of responsibilities to you that we must keep.

5.1 Your responsibilities include:

(a) You must provide us with satisfactory:-

(i) documents to verify your identity; and

(ii) evidence of the source of funds for your transaction.

(b) You must provide us with clear, timely and accurate instructions.

(c) You must provide all documentation required to complete your matter in a timely manner.

(d) You must safeguard any documents that are likely to be required for disclosure.

(e) You must keep your contact details up to date with us.

(f) You must pay our bills in a timely manner to allow us to continue delivering our services to you.

Our responsibilities include:

(a) We must review your matter regularly.

(b) We must advise you of any changes to the law, arising during our instruction under this contract that are relevant to your matter.

(c) We must advise you if we become aware of any circumstances that could affect the outcome of your matter.

6. Indemnity Insurance & Liability

6.1 The advice which we give is personal to you and for your benefit only and is for the purpose of the instructions to which it relates and may not be used, copied or relied upon for any other purpose or by anybody else without our prior written consent.

6.2 We hold professional indemnity insurance which, in accordance with the Solicitors Indemnity Insurance Rules, provides a compulsory minimum level of cover of £3 million. Details of the insurers and the territorial coverage of the policy are available for inspection at our offices. Our maximum liability for loss or damage for breach of contract, breach of trust, negligence or otherwise (other than fraud) is £3million for any one transaction or matter or series of connected transactions or matters, 'claim' means any claim whether arising out of this agreement or otherwise, and whether such claim is in contract, tort, breach of trust or on any other basis.

6.3 There are no limitations or conditions to our services arising from third party relationships. Unless we agree otherwise, instructions will be taken only from you.

7. Fees

7.1 Please refer to our client care letter and Summary of Work and Fee Estimate which accompanies these Terms of Business with regard to charges and hourly rates.

7.2 Other rates may be charged in the event that other fee earners deal with your file.

7.3 Where we are charging by reference to time, we record chargeable time in units of one tenth of an hour i.e. six minute units. The charge would be calculated as to how much correspondence we write and receive and how many routine telephone calls we make and receive.

7.4 A higher rate may be charged where the work involved requires particular urgency or complexity or requires a substantial amount of work to be carried on outside normal office hours or is of particular importance or urgency or in other appropriate circumstances. Please note that an additional charge may be made to cover substantial volumes of photocopying, long distance and mobile telephone calls etc.

7.5 For all new matters, a setup fee of £95 will be charged where our clients are individuals. For all other clients (i.e. corporate, partnerships etc) a setup fee of £195 will be charged save where extended ID verification and/or source of funds due diligence checks are required due to complex ownership arrangements (such as overseas or indirect beneficial ownership), where we will provide a separate bespoke setup fee quote. The setup fee will include any checks required for Money Laundering regulations including identity verification and source of funds checks. We reserve the right to vary these charges from time to time.

7.6 Where you request for a matter to be transferred into a different client name after the file has already been setup (for example where you decide that a different client individual or client company will be entering into the transaction), an additional matter setup fee of £95 (for individuals) and £195 (for companies) will be charged.

7.7 For existing clients who need to be re-verified in respect of Money Laundering Regulations there is a charge of £15 per person.

7.8 All fees quoted are exclusive of VAT.

7.9 Wherever practicable, unless agreed otherwise, we will endeavour to deliver monthly invoices.

7.10 Hourly charging rates are reviewed each year with effect from 31st December.

8. Payment on Account

8.1 It is the practice of the firm to ask clients to make payments on account of anticipated costs and disbursements at the outset and during the course of the matter. The amount paid to us on account may not necessarily reflect the cost of the work we are about to undertake nor the amount of work that has been undertaken.

8.2 You agree that sums of money paid to us on account may be appropriated to any invoices raised by us.

8.3 We do not accept cash payments. If clients circumvent this policy by depositing cash direct with our bank we reserve the right to charge for any additional checks we deem necessary regarding the source of the funds.

9. Invoicing & Payment

9.1 Unless you advise us to the contrary we will assume that we have your authority to deliver our bills to you electronically. For any bill we deliver in this way, which relates to regulated services, you waive your rights under s.69 of the Solicitors Act 1974 to have the invoice signed by a partner and delivered personally, sent by post or left at your address.

9.2 Acceptable methods of payment are • Bank transfer • Debit/Credit Cards via our Website or by Telephone • Standing Order

9.3 Payment of our invoices is due on presentation. Failure to make payment of an invoice or to make payment of the monies requested on account will result in us declining to act further and, where we are acting for you in Court proceedings, we may ask you to sign a Notice of Acting in Person and/or we may make an application to the Court to be removed from the Court record as acting for you. Where such an application is made then we will also ask the Court to order that you must pay our costs of the application. We will also require immediate payment of all unpaid fees.

9.4 We may charge interest on overdue bills at the rate for the time applicable to the Late Payment of Commercial Debts (Interest) Act 1988 which is currently 8% above the Bank of England base rate. Our bills are due for payment without any deduction, set-off or counterclaim. We may cease acting for you if a bill remains unpaid after 30 days or if our reasonable request of a payment on account of costs is not met.

9.5 At our discretion we may issue court proceedings against you to recover the outstanding debt interest and costs.

9.6 For non-contentious business, if you are not satisfied with the amount of our fees, you have the right within three months after delivery of the bill to apply to have the bill assessed by the court under sections 70, 71 and 72 of the Solicitors Act 1974.

9.7 In certain circumstances we may agree entirely at our own discretion to defer payment until conclusion of your matter when payment will be made from settlement monies received by you or from proceeds of sale of a property. In such cases we shall render a final bill on conclusion of your matter and you agree that payment of that bill can be taken from monies we are holding on your behalf.

9.8 In the event payment is to be made from the proceeds of sale of a property and we are not the solicitors instructed in the conveyancing of that sale, then you agree that you will authorise those solicitors to provide us with an undertaking to release those monies due to us from your share of the proceeds and to release those monies.

9.9 You will remain responsible for payment of the full amount of our charges even if a third-party order is obtained under which some other party is responsible for payment of your costs wholly or partly. You are responsible for payment of our fees in the event of non-recovery from any other party. If you recover monies in respect of costs beyond the amount outstanding to us, the excess will be reimbursed to you. Any expenditure in seeking to enforce a judgment or order for costs is your responsibility.

9.10 In the event that you do recover costs from another party in this way interest may be payable on those costs from the date when the order for costs was made. To the extent that the costs recovered relate to monies owing to us we will retain this interest. To the extent that the costs recovered refund monies already laid out by you, the interest will pass to you together with the monies recovered.

9.11 You should also let us know at the outset if you may be covered by legal expenses insurance although you will remain responsible for payment of the full amount in the event of non-payment by insurers.

9.12 Should our services be terminated before completion of the matter or transaction either by us or by you then a final bill will be rendered which will become payable by you immediately.

10. Referrals

10.1 If you were referred to us by a third party, we may inform that third party of the outcome of the referral. Any information we send will be limited to that necessary for them to update their records and manage the referral relationship. This may include, but is not limited to, dates, names, products taken, and amounts paid. We will not send any specific information relating to any advice we have given you or instructions you have given us.

10.2 If we refer you to a third party, we may ask the third party to provide us with updates from time to time. Any information sent to us will be limited to that necessary for us to update our records and provide our service to you in respect of the referral relationship and/or continuing instructions. It may include, but is not limited to, dates, names, products taken and amounts paid. Please contact us if you would like more information about this.

10.3 If any referral results in us paying or receiving a commission or other remuneration as a result of the referral we will advise you of the same at the beginning of the instruction.

11. Banking

11.1 We will not be liable for losses resulting from a banking failure. In the event of a banking failure you agree to us disclosing details to the Financial Compensation Scheme.

11.2 Client account monies are held with Lloyds Bank plc.

11.3 The £120,000 Financial Services Compensation Scheme (FSCS) limit applies to each individual client. If you hold money in the same bank, then the limit will remain £120,000 in total; that is your money held in your bank accounts will be aggregated with your money held here on client account with the same bank.

11.4 Some deposit taking institutions have several brands, but the £120,000 limit applies per institution not to each brand. You should check with your bank or the Financial Conduct Authority.

11.5 The Financial Services Compensation Scheme will provide a £1 million protection limit for temporary high balances held with a bank, building society or credit union if it fails. Further details relating to what constitutes a temporary high balance and the rules relating to the protection can be found at www.fscs.org.uk.

11.6 Interest on your money held on our client account is payable to you on request subject to the terms of our Interest Policy, a copy of which is available on request. It may be paid gross, in which case you will need to pay any tax arising.

12. Complaints

12.1 In the event of you having to make a complaint, please contact the Partner with overall responsibility for your matter as detailed in your initial client care letter or Summary of Work and Fee Estimate or our Complaints Handling Partner. Our complaints procedure will be explained to you, and we will try to resolve any problem quickly. We operate an internal complaint handling system to help resolve any problems and our complaints procedure can be forwarded to you.

12.2 If for any reason we are unable to resolve the problem between us, then we are regulated by the SRA and a complaint and redress scheme is provided by the Legal Ombudsman Service. If still unresolved by our complaints procedure, you may take your complaint to the Legal Ombudsman. You will have to bring your complaint to them within 6 months of receiving a final response from us about your complaint. From 1st April 2023 you also need to refer your complaint to the Legal Ombudsman within one year of the problem you are complaining about happened. If the problem occurred more than one year ago, you need to refer your complaint within one year of you becoming aware of the problem. Contact details: The address of the Legal Ombudsman is: PO Box 6167, Slough SL1 0EH; telephone, 0300 555 0333; or view their website at www.legalombudsman.org.uk, email enquiries to: enquiries@legalombudsman.org.uk. If your complaint cannot be dealt with by the Legal Ombudsman you will only be able to obtain redress by using our Complaints handling procedure or by mediation or arbitration, or by taking action through the Courts. Kindly note that you have the right to object to your bill by making a complaint to the appropriate body referred to above and/or by applying to the Court for an assessment of the bill under Part III of the Solicitors Act 1974 and, if all or part of our bill remains unpaid, we may be entitled to charge interest.

13. Confidentiality

Solicitors are under a professional and legal obligation to keep the affairs of clients confidential. We will treat any information which is confidential to you which we obtain as a result of acting for you as strictly confidential, save for disclosure to our auditors or other advisers for the purposes of our professional indemnity insurance. If you do not wish to disclose your details and file to be released, you must notify us in writing when signing and returning a copy of your Client Care Letter. Our duty of confidentiality is also subject to a statutory exception: recent legislation on money laundering and terrorist financing has placed solicitors under a legal duty in certain circumstances to disclose information to the police or the National Crime Agency. Where a solicitor knows or suspects that a transaction on behalf of a client involves money laundering, the solicitor may be required to make a money laundering disclosure. If, while we are acting for you, it becomes necessary to make a money laundering disclosure, we may not be able to inform you that a disclosure has been made or of the reasons for it.

14. Credit Reference Checks

Unless you inform us to the contrary, we may obtain information about you from credit reference agencies, fraud prevention agencies and Companies House records to check your credit status and identity. These agencies record enquiries which may be seen by other companies who also make their own credit enquiries.

15. Data Protection

You have a series of rights outlined under Data Protection legislation over how your personal data is used, including erasure in specific circumstances. However, we may not always be able to agree with the exercise of such rights, as often your personal data remains necessary in relation to the purpose for which it was originally collected and processed. Further information is available in our Privacy Policy, which is available on request or can be viewed and downloaded at www.haroldbenjamin.com/privacy

15.1 What personal information we process

The categories of personal data we process include general personal data (which includes normal personal data, personal identity, email addresses and personal financial data) and special categories of personal data if these have been voluntarily provided to us (which includes ethnicity, nationality and medical history).

15.2 How we use your personal information

When your file is open, the personal data is necessary in relation to the purpose for which it was originally intended. We process your personal information to fulfil our contract with you, or where you or we have a legitimate interest in doing so, where otherwise permitted by law, or to comply with applicable law and regulation. We use your personal information for:

(a) Service provision and internal processing (i.e. to assess and to service your matter).

(b) Management of relationship (e.g. to develop your relationship with us).

(c) Resolving queries.

(d) Training and service review (e.g. to help us enhance our services and the quality of those services).

(e) Statistical analysis (e.g. to help us enhance our products and services or delivery channels to keep costs down).

(f) Complying with legal obligations (e.g. to prevent, investigate and prosecute crime, including fraud and money laundering).

15.3 When your matter is completed and / or your file is closed, we may still process your personal information where we have a legitimate interest in doing so, where we are permitted by law, or to comply with applicable laws and regulation.

15.4 Examples of such instances will include:

(a) Complying with legal obligations for statutory and regulatory requirements including for example, HMRC Returns, complaint handling, anti-money laundering, reporting to our regulatory body – the SRA;

(b) Archiving and storage of your file for the periods outlined in our Retention Policies – see section 29 of these Terms of Business. (Archiving and Storage of personal data is still classed as a processing activity even though it is not being regularly accessed and remains securely locked away); and

(c) Our legitimate interests to conduct conflict of interest checks, statistical analysis and research to help us enhance our products and services.

15.5 How We Share Your Information

(a) We may share your personal data with a range of organisations which enable us to fulfil our contract with you, or where we have legitimate interests to do so, or otherwise are required by applicable law and regulation. We can provide more details specific to your personal data on request.

(b) You have a right to complain to the Information Commissioner's Office (https://www.ico.org.uk), which regulates the processing of personal data. You may also seek a judicial remedy.

16. Equality and Diversity

16.1 The firm is committed to promoting equality and diversity in all of its dealings with clients, third parties and employees, and is required to produce a written equality and diversity policy. Please contact us if you would like us to send you a copy of that equality and diversity policy.

16.2 Please let us know if you have any difficulty communicating or meeting with us or if you would like us to make any reasonable adjustments to meet your needs.

17. Artificial Intelligence

17.1 As part of our ongoing commitment to delivering efficient and high-quality legal services, We may, where appropriate and in line with professional standards, utilise artificial intelligence (AI) tools, including language-based systems, to assist in delivering our legal services efficiently and effectively. These tools may support, but do not replace, the legal judgment and oversight provided by qualified professionals at our firm.

17.2 AI tools may be used for tasks such as drafting, proofreading, legal research, contract analysis or document summarisation and or similar functions. We do not use AI tools to make decisions on your behalf or to offer legal advice without human review.

17.3 We take client and data protection seriously. Where AI tools are used, we ensure that no confidential or identifying client information is shared with third-party platforms unless expressly agreed upon, and only where such platforms meet our data protection and security standards

17.4 Should you have any questions or objections to the use of AI tools in your matter, please let us know and we will take all reasonable steps to accommodate your preferences.

18. Intellectual Property

All copyright and any other intellectual property rights in any documents and/or material produced, developed or created by us is owned by us.

19. Financial Services & Insurance Mediation

Financial Services and Insurance Mediation and sometimes conveyancing/family/probate/company work involves investments. We are not authorised by the Financial Conduct Authority and so may refer you to someone who is authorised to provide any necessary advice. However, we can provide certain limited services in relation to investments, provided they are closely linked with the legal services we are providing to you, as we are regulated by the SRA. We are included on the register maintained by the Financial Conduct Authority so that we can carry on insurance mediation activity, which is broadly the advising on, selling and administration of insurance contracts. This part of our business including arrangements for complaints or redress if something goes wrong, is regulated by the SRA. The register can be accessed via the Financial Conduct Authority website www.fca.org.uk. The Law Society is a designated professional body for the purposes of the Financial Services and Markets 2000, but responsibility for regulation and complaints handling has been separated from the Law Society's representative functions. The SRA is the independent regulatory body of the Law Society and the Legal Ombudsman is an independent and impartial complaints handling body established by the Legal Services Act 2007 (please see the section on complaints and how to deal with them – this section includes the contact details for the Legal Ombudsman).

20. Money Laundering Regulations/The Proceeds of Crime Act 2002

20.1 The law requires solicitors, as well as many other institutions, to obtain satisfactory evidence of the identity of clients and information concerning the source of client funds and wealth where the work undertaken is regulated. It is our firm's policy to also carry out such verification for all unregulated work. If you are requested to do so, you must provide us with documents to verify your identity and must provide details concerning the source of your funds relating to the transaction.

If we are not given satisfactory information at the appropriate time, or if the information you provide indicates either you or your source of funds are high risk, we are entitled to terminate your retainer. Any delay in providing this information is likely to delay your transaction as we shall be unable to progress your matter (and this includes being unable to exchange and/or complete on your matter) until we are satisfied as to your identity and your source of funds.

20.2 To ensure that we comply with money laundering legislation, we may validate name, address and other personal information supplied by you against appropriate third-party databases. By accepting these terms, you consent to such checks being made regardless of whether the work being undertaken is regulated or not. In performing these checks, personal information provided by you may be disclosed to a registered credit reference agency which may keep a record of that information. This is done only to confirm your identity. All information provided by you will be treated securely and strictly in accordance with the Data Protection Act 2018. We confirm that any personal data we obtain for the purposes of the Money Laundering Regulations will only be processed for the purposes of preventing money laundering or terrorist financing.

20.3 If you are unable to come in to see us so that we can check your original identity documents, we can offer an electronic identity check or accept copies. Those copies will need to be certified by a trusted third party such as a credit or financial institution, auditor, insolvency practitioner, external accountant, tax adviser or independent legal professional. They should write “I (name) a (profession) of (address) hereby certify this to be a true and exact copy of the original” and on the photo ID also add the words “and a true likeness of the bearer” on the copy document(s),and then sign and date it/them. They should include their name, occupation and contact details. Alternatively, you may be able to use an identification checking service offered by the Post Office.

20.4 We are obliged to keep records relating to your identity and a record of transactions relating to you for at least five years.

20.5 Solicitors are under professional and legal obligations to keep the affairs of clients confidential in respect of regulated work. This obligation, however, is subject to a statutory exception: legislation on money laundering and terrorist financing has placed solicitors under a legal duty in certain circumstances to disclose information to the National Crime Agency. Where any member of Harold Benjamin staff knows or suspects that a transaction, on behalf of a client, involves money laundering, the staff member may be required to make a money laundering disclosure. If this happens, we may be prohibited from informing you that a disclosure has been made or of the reasons for it.

20.6 You agree that we will not be liable for any costs, claims, penalties, damages or other losses incurred by you resulting from or in connection with the compliance by us with these professional and legal obligations.

21. Joint Money Laundering Steering Group

The anti-money laundering guidance which UK banks and other finance services firms must adhere to is issued by the Joint Money Laundering Steering Group “(JMLSG”). The JMLSG considers all clients with funds deposited in a law firm’s pooled client account to be beneficial owners of that account. The JMLSG does not require banks to routinely identify beneficial owners of law firm’s pooled accounts, as they do with most other accounts they issue. Pooled client accounts are granted this exemption on the proviso that this information is available upon request. In the event of our bank requesting information about the beneficial owners of our pooled client account, you agree to us disclosing your details to them.

22. Mortgage Conditions

If we are instructed on a purchase and we are also acting for your proposed lender, we have a duty to fully reveal to your lender all relevant facts about the purchase and the mortgage. This includes any differences between your mortgage application and information we receive during the transaction, any cash back payments or discount schemes that a seller is giving to you. This is not an exhaustive list, and we may be required to disclose other information. It would also be regarded as fraud to misrepresent the purchase price, and we would be under a duty to inform the lender of the true price being paid for a property.

23. Criminal Finances Act

We are committed to promoting compliance with the requirements of the Criminal Finances Act 2017 within our practices as well as in those areas in which we have influence.

We do not tolerate tax evasion, or the facilitation thereof in any circumstances, whether committed by or facilitated by a client, personnel or associated persons/companies.

24. Rights of Third Parties

No third party has the right to enforce any of the terms set out in these Terms of Business under the Contracts (Rights of Third Parties) Act 1999. This does not affect any other right or remedy available to a third party.

25. Outsourcing

In order to provide you with the best level of service, we may pass on your data to third party contractors for administrative support only for the purposes of the specific case and for no other purposes. Some of these contract organisations may have operations outside of the EEA, and the Data Controller has determined that it is an adequate country, in accordance with the requirements of Data Protection.

26. People Responsible for your Work

26.1 The matter will be conducted by the individual identified in the Summary of Work and Fee Estimate document sent to you at the commencement of your instruction. From time-to-time work may be carried out by other Solicitors, Conveyancers, Paralegals or other personnel where appropriate.

26.2 Supervision of your file will be undertaken by the individual identified in the Summary of Work and Fee Estimate document sent to you at the commencement of your instruction. Supervision is required by the SRA and is in compliance with our Terms of Business and with the regulatory framework.

27. Places and Hours of Business

Harold Benjamin's offices are located at Hygeia Building, 66-68 College Road, Harrow HA1 1BE and Audrey House, Ely Place, London, EC1N 6SN. The normal hours of opening are between 9:00am and 5:30pm on weekdays.

28. Quality Standards & Auditing

28.1 Due to our own internal quality standards, our CQS accreditation and the quality standards we aim for, we are subject to periodic checks by outside assessors. This could mean that your file may be selected for checking/auditing, in which case we would need your consent for inspection to occur. All inspections are, of course, conducted in confidence and all external firms and organisations working with us are required to maintain confidentiality in relation to any files and papers that are audited/checked by them. Your file(s) may also be reviewed in a due diligence exercise relating to the sale or transfer of all or part of our business, the acquisition of another business by us or the acquisition of a new business. We will assume we have your consent, but if you prefer to withhold consent, work on your file will not be affected in any way. Please contact us if we can explain this further or if you would like us to mark your file as not to be inspected.

28.2 Our accounts, including client transactions, are audited by external accountants.

29. Storage of Papers and Deeds

Upon completion of your matter we will return to you any of your papers upon receipt of a written request.

29.1 If you do not request the return of your papers we shall retain them for at least six years, and the length of time we retain your papers will depend on the nature of the work we have carried out for you. You give us your authority to destroy your file at any time after the seven year anniversary of our archiving the file.

29.2 We will not destroy documents you ask us to deposit in safe custody.

29.3 We will charge an administration fee of £75 plus VAT per hour, for the retrieval of files or documents and/or photocopying or scanning. Additionally, we reserve the right to charge for time spent on reading papers, writing letters or other work necessary to comply with your request to retrieve files or documents.

29.4 We reserve the right to retain a copy of your file or documents for any proper legal or regulatory purpose.

29.5 We may store information about you, your matter or any other documents and correspondence relating to our file(s) using cloud-based technology. If you do not wish for your files to be stored in this way, please inform us in writing before we commence work on your matter.

30. Termination

30.1 You may terminate your instructions to us in writing at any time, but we will be entitled to keep all of your papers and documents while there is money owing to us for our charges and disbursements.

30.2 If at any stage, you do not wish us to continue doing your work and/or incurring costs and disbursements on your behalf you must tell us clearly in writing.

30.3 We may decide that we can no longer act for you. Reasons for our terminating our retainer with you may include, but are not limited to if a conflict of interest arose between us or if there would be a conflict of interest between you and one of our other clients if we continued to act, if our anti-money laundering and/or source of funds enquiries indicates a high risk, if you do not pay an interim bill or comply with our request for a payment on account, or if there is or was a breakdown in the relationship of trust and confidence between us and you. We may also decide we can no longer act for you if you are rude, abusive, threatening or behave inappropriately towards any of our staff.

30.4 If you or we decide that we will no longer act for you or the matter does not proceed to completion, you will pay our charges either as quoted to that stage of the matter or if no quote has been provided, on an hourly basis to reflect the amount of work carried out to that stage, and disbursements incurred.

31. Force Majeure

31.1 Force Majeure means any circumstance beyond the reasonable control of the party affected by it and includes war, pandemic, telecommunications failure, power supply failure, terrorism, fuel strikes, severe weather, computer breakdown and IT issues, failure of suppliers to meet delivery requirements, industrial disputes and absence of personnel due to illness or injury.

31.2 Neither you nor we shall be liable for any failure to perform, or delay in performing, any obligations (other than payment and indemnity obligations) if and to the extent that the failure or delay is caused by force majeure and the time for performance of the obligation, the performance of which is affected by force majeure, shall be extended accordingly.

32. The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013

32.1 This applies to individuals only.

32.2 It applies to distance and off-premises contracts and includes information about your cancellation rights.

32.3 You have the right to cancel your contract within 14 days without giving any reason. The cancellation period will expire after 14 days from the day you received our Client Care Letter.

32.4 To exercise the right to cancel, you must inform us of your decision to cancel your contract by a clear statement (e.g. a letter sent by post or e-mail).

32.5 If you cancel this contract:

(a) and you had requested us 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 receipt of your cancellation of your contract; or

(b) if you had not asked us to commence delivery of the services, 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).

32.6 To exercise your right to cancel, you must inform us, Harold Benjamin, at Hygeia Building, 66-68 College Road, Harrow HA1 1BE, telephone 020 8422 5678, fax 020 8864 7530, e- mail enquiries@haroldbenjamin.com of your decision to cancel this contract by a clear statement (e.g. a letter sent by post or email).To meet the cancellation deadline, you must send your communication concerning your exercise of the right to cancel so that we receive it before the cancellation period has expired.