



## Terms of Business

November 2023

We have prepared this document to make our terms and conditions of business as clear and understandable as possible, and to anticipate as best we can any queries you may have about working with us. However, we are always pleased to discuss any issue further if required. This is an important document and we suggest you keep it safe for future reference.

### 1. Working with you

To ensure we can advise you properly we ask that you let us know everything relevant to your matter. If we are unable to act we will let you know as soon as we can. This may be because there is a conflict with an existing client.

Every Client is allocated a main point of contact with us and we will confirm in your initial letter who that will be and any other Team Members who will be working on your case.

#### 1.1 Time estimates

- a) Every effort is made to give a time estimate in which we aim to complete your matter, which is as accurate as possible based on the information available to us at the time.
- b) Any estimate given is not intended to be fixed unless we expressly state in writing that it is to be fixed. Time estimates might need to be reviewed as your matter progresses and the issues become clearer. If at any time it is necessary to revise or update a time estimate we will let you know.

#### 1.2 Client Satisfaction

We are committed to providing a high quality service to all our clients and hope our relationship with you remains excellent. However, we do recognise that despite best endeavours occasionally problems do occur. If you are unhappy about any aspect of the service you have received, we hope you will tell us about it. This will help us to continuously improve our client care. If you do not feel able to raise your concerns with the people dealing with your case and their supervisor, and/or you remain dissatisfied with their response, please contact **Elaine Walsh**, Director of Risk and Compliance who has oversight of the firm's complaints. The risk and compliance team will investigate the matter for you and their contact details are: [riskandcompliance@teeslaw.com](mailto:riskandcompliance@teeslaw.com) or 0800 013 1165 10637. We have a complaints procedure in place which sets out how we handle complaints, a copy of which will be provided on request and we also publish it on our website at <https://www.teeslaw.com/legal-services/>

#### 1.3 Termination of Instructions

- a) You or we may bring the provision of all or any of our services to an end at any time by written notice to the other. We will not do so without giving you written notice and where we have reasonable grounds to do so (including failure by you to settle invoices in full or to make payments in advance when so requested,

the discovery or creation of a conflict of interest, your failure to give us adequate instructions, the relationship of trust and confidence between us breaking down or any legal or regulatory requirement which prevents us from continuing to provide our services to you).

- b) If the provision of our services is agreed elsewhere than at one of our offices or other than at a face-to-face meeting then pursuant to the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 you may cancel the contract up until 14 clear days have elapsed from the date of the Retainer letter (which will set out further details about how to exercise your right to cancel the contract).

## **1.4 Liability**

- a) We will agree with you a limit of our liability to you in relation to any loss arising from any act or omission on our part. In agreeing the limit of our liability we will take into account, in particular, the nature of the services or advice that we anticipate providing to you and the resources available to us to meet any claim that might arise. In any case our liability to you will be limited to a just and equitable proportion of your total damage having regard to the extent of your own responsibility and that of any other party who may also be liable to you in respect of it, irrespective of your ability to enforce remedies against another party.
- b) Your contract will always be with Stanley Tee LLP alone, and it is a condition of the contract that only Stanley Tee LLP may be liable in respect of any breach of contract, negligence or other related default; you shall not make any claim against any member, employee, agent or other representative of Stanley Tee LLP in connection with the contract or the services we provide to you.
- c) We will not be responsible for a failure to address any issue which is beyond the scope of our retainer and after the retainer has been completed we will not be responsible for informing you about any changes in the law or legal decisions that are made.
- d) We are required to have in place professional indemnity insurance. The contact details of our insurer are available at each of our offices or can be sent to you on request. By instructing us you confirm your consent to us providing our insurer with your file(s) as required by the insurer, to enable the insurer to provide indemnity for any compensation you are entitled to receive if we have acted in breach of contract, negligently, or otherwise in breach of our duties to you. You further consent to disclosure of information about your matter(s) as may be required by our professional indemnity insurance brokers for the purpose of the maintenance and renewal of our indemnity insurance.

## **2. Financial Matters**

### **2.1 Charges**

We will discuss at the commencement of your case our approach to charges and billing to ensure you are confident of the basis upon which you will be charged. We aim to provide full transparency on pricing at all times.

Our charges will be calculated mainly, but not exclusively, by reference to the time spent in dealing with your file. The time involved will include not only contact with you but also with all other parties and their representative, relevant third parties and their representatives, correspondence, telephone calls, preparation and personal attendances, as well as consideration and research of law and, where appropriate, travelling and waiting time.

- a) Letters of a routine nature and telephone calls made and received of a routine nature will be charged as units of 1/10<sup>th</sup> of an hour. Other letters and calls will be charged on a time basis.
- b) In addition to the time spent, we take into account a number of factors, which include the complexity and importance of the issues, the speed at which action must be taken, the expertise or specialist knowledge that the case requires and, if appropriate, the value of the property or subject matter involved and outcomes achieved. If your instructions necessitate work by us outside normal office hours, we reserve the right to increase the level of the hourly rates.

- c) On work involving a consideration or dealing with assets we are entitled to charge a value factor, in accordance with Solicitors Regulation Authority guidelines as a percentage of the consideration or asset value. If applicable, this percentage and the consideration against which it will be calculated will be set out in our Retainer letter.
- d) The rates provided in our Retainer letter represent the standard rates applied to your case. These rates do not include expenses occurred on your behalf or VAT, which will be added to the bill. Our VAT registration number is 213224222. If however the case is particularly complex and/or requires a higher degree of specialism than normal a premium rate will be applied.
- e) We reserve the right to increase our disclosed hourly rates, which will usually be reviewed on an annual basis to take account of changes in our overhead costs, but otherwise as we determine necessary. We will provide notice to you of any increase in the hourly rates.
- f) You authorise us under your Retainer to incur on your behalf all such disbursements and expenses as we consider reasonably necessary in relation to the work to be undertaken and you agree to reimburse us all such expenses immediately upon request. You agree to pay reasonable charges to the firm for providing additional facilities or administration, for example for our undertaking bank transfer of funds on your behalf whether in respect of payments to you or third parties on your behalf.
- g) We try to avoid changing the people who are handling work but if this cannot be avoided; we will notify you promptly who will be handling your work and why the change was necessary. It will often be relevant to employ a team of people on your work to ensure both the appropriate expertise is available to you and that the work can be performed in the most cost effective way.

## **2.2 Cost estimates**

- a) Every effort is made to give cost estimates which are as accurate as possible based on the information available to us at the time. Any estimate given is not intended to be fixed unless we expressly state in writing that it is to be fixed. Cost estimates might need to be reviewed as your matter progresses and the issues become clearer. If at any time it is necessary to revise or update a cost estimate we will let you know.
- b) We will provide you with a costs report at least every 4 months, unless you have been provided with a fixed costs quotation.
- c) If you wish, it is possible for you to impose a limit upon costs to be incurred on your behalf without further authority.

## **2.3 Monies on account of costs**

- a) It is normal practice to ask clients to pay sums of money from time to time on account of anticipated costs and expenses. It is important that you meet requests for payment on account promptly as otherwise there may be a delay in the progress of your case. If there is ever any difficulty you must let us know as soon as possible.
- b) In the event of a request for monies on account not being met we reserve the right to decline to act further and the full amount of work done up to that date will then be charged to you.

## **2.4 Billing**

- a) We may deliver interim bills to you from time to time in the course of the case, in relation to any type of work, save as set out at section 2.7. This enables you to budget for costs and assists our cash flow. By these invoices we ask you to make a payment on account of liability for costs. We will confirm to you, however, if the bill does cover full costs incurred to the date of any interim invoice.

- b) The full amount of our costs for any period will not be worked out until the conclusion of the matter, at which time you will receive a bill for all work done, and you will be given credit for any amount paid under interim invoices.
- c) In the event of a payment not being made in respect of an invoice rendered we reserve the right to decline to act any further. The full amount of work done up to that date will then be charged to you.
- d) If the retainer is not completed, for whatever reason, then we will deliver a bill representing a fair and reasonable charge for the work undertaken to the stage when the transaction is no longer able to be completed together with VAT and any expenses incurred, unless we have expressly agreed that payment for the work is entirely conditional on the event of completion or occurrence of a particular event. If, however, we have offered to you the option and you have chosen to pay an abortive work protections charge you will not be charged for any work undertaken on your behalf, save for this charge and any expenses incurred. We shall assume, unless you advise us to the contrary, that where the option is offered you will wish to pay the abortive work protection charge.

## **2.5 Payment terms, cash and interest on outstanding bills**

- a) If you feel that you have been billed incorrectly, you are entitled to complain using the complaints procedure detailed in Section 1.2 of these terms and conditions. You may also be entitled to object to the bill by making a complaint to the Legal Ombudsman and/or by applying to the court for an assessment of the bill under Part III of the Solicitors' Act 1974.
- b) Payment of any invoice is due to us upon delivery of the invoice to you. If any account, whether interim or final, and in relation to any type of work remains unpaid for 14 days we shall be entitled to charge interest on the amount outstanding (including any expenses and VAT) from the date of the invoice at 2% per calendar month.
- c) In normal circumstances we only accept cash sums up to a limit of £750. This cash limit also applies to monies on account, or in respect of your own obligations in relation to the matter on which we are instructed. In exceptional circumstances we may accept cash of higher sums only after appropriate money laundering and/or insurance enquiries have been made to our satisfaction and at your expense.

Until payment in full of all sums due to us, we have the right under general law (lien) and a contractual right to retain money, documents and/or any other assets we hold for you (whether they were received from you or were recovered from another party) and whether or not the money, documents or other assets are held in connection with the matter to which the sums due to us relate.

## **2.6 Insurance Cover**

- a) It is possible that you or your spouse or partner have insurance cover for the legal costs, which might be incurred in respect of a matter. Please ensure that you consider all policies, which you have taken out and let us know if there is any legal expense policy cover available, or if you consider that there might be, in order that we might investigate this possible source of financial assistance on your behalf. If we do not hear from you regarding any policy cover we shall assume that no such cover is available.
- b) If you have requested that an insurance policy is issued with any "after the event Insurer" we will provide you with full information and guidance in respect of any relevant scheme and notify you of the extent of cover under the certificate of insurance. Any such policy might cover you in respect of any liability which you might incur in respect of the opponent's costs. If you have decided to fund your own expenses then the policy might also cover you should you not recover those expenses in full from the opponent.

## **2.7 Conditional Fee Agreements**

- a) Subject to the applicable regulations and our agreement your case may be funded by a Conditional Fee Agreement, which, in summary, provides that if you do not win compensation, we will not be paid our

costs. If you do win then our costs will be paid. Our costs will include a success fee based on a percentage of the costs to reflect the risk we are incurring by conducting your litigation under a Conditional Fee Agreement, unless the contrary is agreed with you. This percentage success fee will be agreed with you and is not recoverable from your opponent. Further details on this method of funding will be provided if agreement is reached between us to proceed on this basis, which is often described as “no win-no fee”.

- b) In the event of a success, our basic charge, excluding the success fee, will be calculated as provided for in “Charges” above.
- c) At the end of the case you are entitled to ask the Court to assess the basic charge, success fee and expenses payable under the Conditional Fee Agreement. Your entitlement to assessment also applies to any liability you might incur in respect of the opponent’s costs. When assessing costs, the Court will take into account the conduct before as well as during the proceedings and the efforts made, if any, before and during the proceedings in order to try to resolve the dispute. Other matters the Court takes into account are the amount or value of any money or property involved, the importance of the matter to all parties, the particular complexity of the matter or the difficulty or novelty of the questions raised, the skill, the effort, specialised knowledge and responsibility involved, the time spent on the case and the place where and the circumstances in which work or any part of it was done. This is a complex subject, which we shall be happy to explain further if you wish.
- d) We may deliver interim bills to you in conditional fee cases either where an interim payment has been made in your favour (to pay for disbursements incurred on your behalf) or when costs have been awarded in your favour at an interim application.

## **2.8 Litigation costs**

- a) If proceedings are commenced by you against another party you may only withdraw the claim by agreement with the other side or by Court Order and one of the likely results of withdrawing the claim is that the other side would be entitled to have most of its costs paid by you unless qualified one way costs shifting applies (see paragraph f) below). These costs would be payable in addition to your own costs of instructing us.
- b) From time to time, and at the conclusion of the matter, in the event that you are successful you might be entitled to the payment of some of your legal costs by some other party. The Court will assess costs but will not allow costs, which the Court considers, have been unreasonably incurred, or are unreasonable in amount. If you are unsuccessful, unless qualified one way costs shifting applies, the likelihood is that you will have to pay your opponent’s costs as well as your own. If your opponent has the benefit of legal help/public funding (legally aided) you may not recover your costs at all, even if successful.
- c) Unless the Court awards costs on an indemnity basis the Court will only allow costs which are proportionate to the matters in issue taking into account all the circumstances.
- d) When assessing costs, the Court will take into account the conduct before, as well as during, the proceedings and the efforts made, if any, before and during the proceedings in order to try to resolve this dispute. Other matters the Court takes into account are the amount or value of any money or property involved, the importance of the matter to all parties, the particular complexity of the matter or the difficulty or novelty of the questions raised, the skill, effort, specialised knowledge and responsibility involved, the time spent on the case, and the place where and the circumstances in which work or any part of it was done. However, it is rare for the system of “assessment” of costs (as it is known) to result in the other party having to pay the full amount of your costs and, unless agreed otherwise, even if you obtain an Order for a contribution towards your costs, you will remain personally responsible to us for the full amount of the actual costs incurred irrespective of whether any money is recovered from the other party. You should bear in mind that we estimate that you are likely to be unable to recover at least 25% of your total costs. We will seek to achieve the best recovery for you and may be prepared to discuss with you more certain estimates and help you manage your risks in any particular case where relevant. This is a complex subject which will be explained further to you when relevant to your case.
- e) If during the course of proceedings an adverse costs order is made against you, payment will have to be made by you within 14 days.

f) In personal injury and clinical negligence cases started after 1 April 2013, qualified one way costs shifting applies. This means that an individual claimant is not generally at risk of paying the successful defendant's costs should the claim fail (except in limited prescribed circumstances), but that the defendant would have to pay the individual claimant's costs should the claim succeed. The most important exception is where the defendant makes an offer that you (as claimant) reject. If you are later awarded the amount of the offer (or less) the Court is likely to make you pay the defendant's costs up to the limit of the offer. The Court can also order you to pay your opponent's costs if you are unsuccessful at earlier hearings. The Court can also order you to pay the defendant's costs if it decides that:

- the claim has no reasonable prospects of success or is an abuse of process;
- there has been conduct likely to prevent a just resolution;
- the claim is fraudulent or fundamentally dishonest.

## 2.9 Public Funding Certificate

As we deem appropriate in any individual case, we may apply on your behalf for a Public Funding Certificate. If you are at any time in receipt of a Public Funding Certificate, we specifically draw your attention to paragraphs a) – i) below in relation to these certificates:

- a) In the event that a Public Funding Certificate is granted we will notify you of its terms and conditions and any limitations.
- b) If you are in receipt of a Public Funding Certificate in the matter, our fees and expenses will be paid by the Legal Aid Agency out of taxpayers' money save to the extent that the Legal Aid Agency require you to pay a contribution. If, as a result of proceedings, you obtain money or recover or preserve an interest in property, the Legal Aid Agency may require you to pay our bill and expenses. This is called the Statutory Charge. If you are required to make a contribution towards your public funding, then such contribution will be offset against any Statutory Charge.
- c) In public funding cases where the Statutory Charge applies, solicitors are required to prepare an itemised bill which is assessed by a District Judge who considers the bill and determines whether the charge rates applied and the work claimed are reasonable. In circumstances where the Statutory Charge is likely to apply a copy of the bill will be sent to you prior to assessment. A District Judge has the power to reduce the amount of the bill and in cases where the Statutory Charge applies you have the right to be heard at the assessment.
- d) In the event that there is no order for costs against your opponent we will apply for Public Funding Assessment of our costs which will be charged at prescribed rates payable by the Legal Aid Agency.
- e) In the event that you obtain a costs order against your opponent we will seek the individual charging rates according to the fee earner involved. These are calculated on the same basis as privately funded cases as set out in the "Charges" above.
- f) The Statutory Charge does not apply if you lose your case, if your case is exempt from the Statutory Charge or if the other side pays all bills and expenses. There is the possibility that were you to lose your case, you may still be ordered to contribute to your opponent's costs, even though the Legal Aid Agency covers your own costs. Even if you win your case, your opponent may not be ordered to pay your costs or the full amount of your costs or may not be capable of paying what they have been ordered to pay.
- g) If you fail to pay any assessed contribution towards your publicly funded costs or for any other reason, your Public Funding Certificate is terminated, and then you would be responsible for all your legal fees. In that event, we will claim our costs from the Legal Aid Agency in the normal way but they will then be able to seek recovery of those costs from you. If the Certificate is terminated, we will be unable to act further on your behalf.
- h) You must also appreciate that once proceedings are commenced by you against another party you may only withdraw claims by agreement with the other side or by Court Order and, unless one way costs shifting applies, one of the likely results of withdrawing the claims is that the other side would be entitled to have

most of its costs paid by you, although it is unlikely these would be enforceable against you without leave of the Court.

- i) There is a continuing duty upon you to notify the Legal Aid Agency of any change in your financial circumstances.

## **2.10 Crime and regulatory breach**

- a) In the event that you are successful in these proceedings we would make an application on your behalf for your legal costs to be paid out of Central Funds. There is no guarantee an order for costs will be made in your favour and even if obtained this is not on an indemnity basis, and at times may only pay up to between one half and two thirds of the total of your legal costs. You will be responsible for any difference between the costs on a private client basis on the terms set out in "Charges" above and those costs as assessed by the Court.
- b) If you were to be convicted or plead guilty to any allegations made against you then the Court has the discretion to order that you pay all or part of the Prosecution costs in bringing the case against you. This is in addition to any sentence for the offence or offences for which you have been convicted. The amount of the costs that you may be ordered to pay will depend upon whether the case is heard in the Magistrates Court or the Crown Court and whether you enter a guilty or not guilty plea, and your financial circumstances. If you are ordered to pay all or part of the Prosecution's costs on conviction, you would be entitled to ask the Court for time to pay those costs.

## **2.11 Administration of estates**

- a) The nature of the estate administration is such that the speed with which an estate is administered is dependent upon the response times of others and there may therefore be delays whilst we await replies and information from third parties. In such an event we will keep you informed of our progress.
- b) Initially the work will be concerned with gathering information to prepare Inland Revenue and Court papers. After these have been sworn and the Grant of Representation issued we will be able to liquidate assets or transfer them to beneficiaries, as appropriate. We may need to dispose of shareholdings and we will, unless otherwise instructed, use the share dealing service of Redmayne-Bentley LLP. Should the sale of shareholdings be required, Tees will act as agent for our clients. Redmayne-Bentley is authorised and regulated by the Financial Conduct Authority but is not a firm of solicitors and is not governed by the rules of the Solicitors Regulation Authority. It is a separate business and the partners of Tees have no financial interest in it.
- c) During the administration of the estate we may be asked to prepare a Deed of Variation, deal with the deceased's tax return to date of death and/or deal with any property in the estate by way of assent, first registration or the paperwork involved with a charge against the property. If these are required we will advise you separately of the estimated cost of that work.
- d) Once administration has been completed we will prepare a detailed set of estate accounts containing full information of the assets realised, expenses incurred and how the net estate has been distributed. In cases where the administration period is longer than normal, interim accounts will be prepared and forwarded to you.
- e) As the administration progresses we will receive monies in respect of various assets and, prior to distribution, these will be held in our client account. From time to time we will credit interest to your account and this will increase the amount ultimately available for distribution.

## **2.12 Wills/powers of attorney**

- a) We aim to provide you with a draft of your new will/codicil or power of attorney as soon as practicable after instructions are received. Once you are satisfied that the document fulfils your requirements we will prepare the final version for execution. If you wish to execute the document at home we shall provide full

instructions as to its correct execution. It is essential that you comply fully with the instructions to ensure that your will, codicil or power of attorney is valid, and it is your duty to ensure that the document is accordingly brought into effect, although we will help you in that respect. We shall be pleased to attend to the formalities of execution at our offices. We are also able to visit you at home to attend to execution of the will, codicil or power of attorney but we reserve the right to make an additional charge for this service. If this is required we will discuss and agree an additional fee with you prior to such a visit.

- b) Once we have sent you the draft of your new will/codicil or power of attorney we will send you two further reminders should we not hear from you in response to that draft. If we do not hear from you within one month of the final reminder, we will treat the failure to hear from you as the termination of our retainer and send you an invoice for work undertaken.
- c) Once your will, codicil or power of attorney has been executed we will, unless instructed to do otherwise, keep the document in our strongroom for which we make no charge for storage. In that event we will provide you with a copy of the document.

### **2.13 Creation of trusts**

Where you instruct us to create a trust for you, our estimate of costs will include the work required to prepare the trust for you and to deal with the transfer of the property into that trust. We will also, if requested, register the trust with the Inland Revenue and Trusts Registration Service. We will not be responsible for ongoing trust compliance (including, without limitation, keeping the trust register up to date) unless you instruct us in relation to ongoing trust administration (see section 2.14).

### **2.14 Administration of trusts**

Where you instruct us to administer a trust, such administration may include management of the assets held in the trust, preparing annual trust accounts and completing the trust's tax return and keeping the trust register up to date. As soon as practical, after the end of the trust's financial year (which will usually be 5 April) we will prepare a detailed set of trust accounts containing full information of the assets realised, income received, expenses incurred and how any monies from the trust have been distributed. On winding up any trust we reserve the right to make an additional charge of 1% of the gross value of the trust fund.

### **2.15 Tax Advice**

Please note that, except if expressly agreed otherwise, we will not provide you with any tax advice, whether in relation to a transaction that is proposed or otherwise. In any case where there may be tax implications, including SDLT on residential property purchases, unless we have expressly agreed with you to advise upon these implications, you should consult your own tax advisers. We can put you in touch with specialist tax advisers if requested to do so.

### **2.16 Money held by us**

- a) Money held by us for you will be placed in our Client Account. You will be entitled to a fair sum in lieu of interest except where small sums of £20 or less arise in interest calculation or where the Solicitors Regulation Authority Accounts Rules provide that banded sums of money held over defined periods up to 8 weeks do not give rise to an entitlement. Details of the specific exemptions will be provided on request.
- b) We reserve the right at all times to determine the basis of calculation of a fair sum payable in lieu of interest on monies held in our Client Account.
- c) Money held by us (and accrued interest or fair sums in lieu of interest) may be taken by us in payment or part payment of our invoices or expenses paid on your behalf, whether overdue or related to the subject matter of the invoice or disbursement or not. This will include invoices, expenses and monies held for or



on behalf of persons or entities associated with or to you or in which you have an interest, unless specifically excluded in writing.

- d) Where money is held in accordance with the Solicitors Regulation Authority Accounts Rules on Client Trust Account the full amount of any interest received will be credited to the funds so held.
- e) All money held by us for you will be deposited with a bank or banks that we consider to be reputable. However, we cannot guarantee the security of money held in our client bank account(s) against the risk of losses arising from the failure or default of any bank. If any bank should fail to remit such money to you, to us or to a third party on your behalf, we will have no liability to make good any shortfall or to otherwise compensate you for any loss arising as a result, unless we acted in breach of our contractual or other duties to you when choosing our bank(s). In that case, our aggregate liability to you and any other persons who suffer loss as a result of the failure of any bank to remit money held for you shall be limited to a maximum of £3 million.

### **3. General Terms of Business**

#### **3.1 Communications**

Please let us know which method(s) of communication you would like us to use e.g. telephone, email or letter. Please be alert to the problem of cyber criminals targeting emails passing between law firms and clients, particularly those containing bank account details. We will never notify you by email of any change to our bank account details. If you need to verify our bank details you should do so by telephone or in person.

We will not be liable for any loss or damage arising from the unauthorised interception of emails, including if we act on instructions purportedly from you but in fact provided hackers using your email address, unless we have negligently in following those instructions.

#### **3.2 Data protection**

Our Privacy Notice is available on request or on our website [www.teeslaw.com](http://www.teeslaw.com)

The Privacy Notice explains what sorts of personal data we will hold about you, how we collect it and the reason(s) why we will use it, and whether we will share the data with any other parties. We may need to amend our Privacy Notice from time-to-time to ensure it remains compliant with all relevant laws and regulations.

We will use the personal data we hold about you for the administration of our professional relationship with you, including for billing (and debt recovery if applicable) and, subject to our Privacy Notice, for marketing our services.

By providing us with any personal data (including data about third parties connected with your matter), you are responsible for complying with the data protection legislation that governs the lawfulness of your disclosure of that information to us to use in the provision of our services to you. You are responsible for the accuracy, quality and lawfulness of any personal data that you provide to us.

We will validate your name, address and other personal information supplied by you during the course of your matter against appropriate third party databases. By instructing us to act on your behalf, you consent to such checks being made. 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. You can rest assured that this is done only to confirm your identity, that a credit check is not performed and that your credit rating will be unaffected. The information provided by you will be treated securely and strictly in accordance with the General Data Protection Regulation.

We may also provide your data to third parties for auditing purposes in accordance with clause 3.5 below.

#### **3.3 Confidentiality**

- a) Solicitors are under a professional and legal obligation to keep the affairs of clients confidential. This obligation, however, is subject to a statutory exception in that 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 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 this happens, we are not permitted to inform you that a disclosure has been made or of the reasons for it because the law prohibits "tipping off". A money laundering disclosure might also prevent or delay the progression of the transaction beyond our control. We will not be responsible for any loss you might suffer as a result of our compliance with this legal duty.

- b) We may be required to produce all or part of your file to other persons employed within our firm or associated companies or authorised third parties under duties of confidentiality including external assessors, as part of audit or quality check procedures. The assessors are not permitted to take copies of the files or disclose the contents. Their role is only to establish that we are following our procedures and/or for financial auditing purposes. Please let us know immediately if you would object to your file being disclosed to assessors as part of these audits.
- c) Staff of Tees Financial Limited may work from our offices. Tees Financial Limited is a separate legal entity to Tees in which the partners of Tees have a financial interest. Tees Financial Limited is authorised and regulated by the Financial Conduct Authority and not the Solicitors Regulation Authority. Any member of staff of Tee Financial Limited who comes into contact with confidential information about clients of Tees will keep that information confidential.

### **3.4 Insurance distribution**

In relation to insurance distribution activities 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 advising on, selling and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong can be accessed via the Financial Conduct Authority website at: [www.fca.gov.uk/register](http://www.fca.gov.uk/register).

### **3.5 Investments**

Sometimes the work we handle for you involves investments. We are able to provide certain limited services in relation to investments provided they are closely linked with the legal services we are providing to you and for which the Solicitors Regulation Authority regulates us. You will appreciate that we are not authorised by the Financial Conduct Authority but we will be able to advise as to the choice of FCA authorised advisers.

### **3.6 File storage**

Once your matter is finished we will keep your file of papers (except for any of your papers which you ask to be returned to you) for at least seven years on the understanding that we have your authority to destroy it seven years after we have sent you our final account for this matter. This does not apply to certain documents stored on your behalf in our strongroom which will be retained indefinitely.

### **3.7 Equality and Diversity**

In accordance with our legal and regulatory requirements and our internal policies and procedures, we will not discriminate in the way we provide our services on the grounds of race or racial group (including colour, nationality and ethnic or national origin); sex (including marital status, gender reassignment, pregnancy, maternity and paternity); sexual orientation (including civil partnership status); religion or belief; age; or disability. A copy of our Equality and Diversity Policy will be provided on request.

### **3.8 Effect of Terms and Conditions**

- a) This document and our Retainer letter contain the entire agreement and understanding between us about the terms and conditions upon which we propose to act for you in this matter. You acknowledge that you have not relied on any assurance of whatever nature (including any innocent or negligent misrepresentation or misstatement) which is not expressly set out in this documentation. Your continuing instructions in this

matter will amount to your acceptance of these terms and conditions of business. In such an event we will keep you informed of our progress.

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b) Tees is a trading name of Stanley Tee LLP which is a Limited Liability Partnership registered in England and Wales with number OC327874. Stanley Tee LLP is authorised and regulated by the Solicitors Regulation Authority and is subject to the Solicitors Regulation Authority Handbook 2011 which can be viewed at [www.sra.org.uk/rules/](http://www.sra.org.uk/rules/)

c) Where we refer to a 'partner' we refer to a Member of Stanley Tee LLP. A list of all Members of Stanley Tee LLP, including each Member's professional qualifications, is available to inspect at the registered office at Tees House, 95 London Road, Bishop's Stortford, Herts CM23 3GW.

