



Manak Solicitors

The Guide

High Street Practice
with
City Standards

www.manaksolicitors.co.uk

Welcome to Manak Solicitors

Please glance through these pages to see how Manak Solicitors work with clients. Even if you have known us for years, we hope you will find it useful to have this information about us in one place.

Here we describe our approach to forming and building relationships. This includes a guide for new clients on our client identification procedures. These are necessary to meet stringent new rules. We also explain how we decide which lawyers will be assigned to your work, how we ensure quality and how you can contact relevant people at every level of our organisation.

In these pages we refer to our Terms & Conditions of Business, which are regularly updated to take account of legislative and regulatory changes governing the profession. We will include copies with our engagement letters. If you are in any doubt, contact the Solicitor in charge of your case for the latest version.

Thanks to the support of our clients, Manak Solicitors continues to be a dynamic and growing law firm. We are committed to providing the benefits that we have always offered our clients: service of the highest quality, that is easy and effective for you to use, in even the most complex situations.

For news on developments at Manak Solicitors, as well as legal updates and access to specialist briefings, please visit our website, at www.manaksolicitors.co.uk.

For any other information you may need, please do not hesitate to contact us.

With Best Regards - Yours



Surinder Singh Manak LL.B (Hons.)
Managing Director
Manak Solicitors
Tel: 0044 1689 870769
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Opening Hours

Our normal business hours are Monday to Friday from 9:00 am to 5.30 pm. Generally, we are not able to see clients outside normal business hours. However, this may be possible in exceptional circumstances. If for any reason you encounter difficulty in making an appointment during normal working hours, please contact the solicitor dealing with your matter to discuss the possibility of making special arrangements.

Equality & Diversity

This firm is committed to encouraging equality of opportunity and respect for diversity, and preventing unlawful discrimination, in our relationship with our clients and others. These requirements apply in relation to age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex and sexual orientation. Likewise, we will not tolerate any of our staff being discriminated against on any of these grounds. Please contact us if you would like a copy of our full equality and diversity policy.

The Firm and its Lawyers

Manak Solicitors is a leading law firm which delivers the highest quality, business focused and individually tailored advice to clients, clearly and concisely, no matter how complex the situation. The firm is a leader amongst its competitors in many areas of law, with a significant breadth of expertise and market knowledge.

Our principal practice areas and market sectors are listed at the back of this guide. The firm is a limited company (Manak Lawyers Limited), incorporated under English law.

We still call our most senior lawyers "partners" because, like other English law firms, we previously operated as a general partnership. But the term no longer has any formal significance. (Clause 1 of our Terms & Conditions of Business covers the position in detail.)

The firm's partners work in teams with other qualified lawyers (called "associates"). In some practice areas we also use internationally qualified lawyers and specialist managers to handle different elements of our work.

We are authorised and regulated by the Solicitors Regulation Authority, the governing body for solicitors in England and Wales.

We aim to give you the optimum mix of skills, knowledge and acumen to suit your individual and/or business needs and working practices. We also try hard to get the "chemistry" right and are always open to discussing the composition of the teams that do your work.

All work is supervised by partners, but our open culture dictates that your day-to-day communications will often also be with associates or (where relevant) managers, paralegals and secretaries. You will be given direct contact details for all professional staff engaged on your work.

A brief introduction to each of our partners, associates and support staff is posted on our website. We are happy to provide more detailed information about our partners' and associates' experience and expertise.

The firm is led by its senior partner, Surinder Singh Manak. At Manak Solicitors, one of the senior partner's main role is to ensure client satisfaction. Surinder is always available to discuss matters that clients wish to raise with him on any aspect of their dealings with Manak Solicitors.

Engagement Letters

When you first become a Manak Solicitors' client we will send you an engagement letter. This may either be a general retainer letter or a letter covering one or more specific instructions. It will incorporate our Terms & Conditions of Business, modified if necessary to reflect detailed arrangements we have agreed with you.

Our clients' businesses are typically fast-moving. Manak Solicitors moves with alacrity to protect clients' interests, provide prompt solutions and help them capitalise quickly on business opportunities. However, we operate in a highly regulated environment and one thing we must ensure before acting is that we have properly verified our clients' identities. The rules are set out in the Money Laundering Regulations 2007.

To resolve the tension that can arise, particularly when taking on new clients, between satisfying the identification requirement and moving quickly to protect our clients' interests, we have developed a set of internal procedures to smooth the path. But we usually have to start by asking our prospective client for information. If you are a prospective client, you can help us get moving quickly by preparing the necessary paperwork in advance. The information that we need from you depends upon the type of client you are and the type of work you want us to do.

In Appendix 1 we have listed the minimum information we will require, in most cases, before we can begin working. On occasion, we may have to ask for more. If you do not fall into one of the categories covered in Appendix 1, please let us know and we will tell you what we will need.

Existing clients will not normally have to provide any new identification when instructing us, but there may be cases e.g. where you are instructing us on an unusual type of transaction, where we will need to ask you for more information. Please bear with us in this. As you would expect, we take our own compliance obligations very seriously but we are committed to minimising the impact this has on you. Clause 6 of our Terms & Conditions of Business contains provisions on client identification.

Communications

We will communicate with you in the most effective way. Our lawyers are encouraged to make themselves as accessible as they can and to use whatever communications are best suited to the situation.

In common with other law firms, we regard email as a standard business tool and will use it unless specifically instructed not to do so. We will take precautions in accordance with standard commercial practice to ensure that our emails are virus free, although this cannot be guaranteed.

We may not allow certain types of attachments into our environment, although we would seek to resolve any difficulties that might arise.

It may be more appropriate to exchange documents via a file sharing site rather than by email. Our Terms & Conditions of Business contain provisions relating to files, documents and data storage.

We will rely on you to notify us in writing if you have any preferred method of communication or if communication is only to be made through one or more designated individuals.

Email and telephone communications may be monitored in accordance with applicable law and regulations. Clause 6 of our Terms & Conditions of Business contains provisions on communications between us.

How We Charge for Our Services

Our charges are likely to primarily consist of two headings. Namely “**Fees**” and “**Expenses**” which are also sometime referred to as disbursements.

Fees - Value for money is vital to all our clients and we believe flexibility is important when charging for our services. Fees reflect the complexity of the work, its value, urgency and the time spent on it, amongst other things. We take all these into account and can offer an increasing number of options when agreeing fees. We can discuss this with you on individual deals, payment plans, projects, advisory work or disputes and at different stages in the development of a transaction. Added to that, whether our fees are fixed in advance or calculated by time, stages, or based on contingencies, we always aim to keep you up-to-date. Our bills are transparent and built around the information most useful to you. We are always happy to talk them through in advance.

Expenses - As well as our fees, we will ask you to reimburse us for any expenses we incur in carrying out your work. For example, these might include the fees of a barrister, court fees, expert fees, search fees, filing and registration fees, stamp duty, courier fees, travel and hotel expenses, document production and secretarial overtime. On occasion we may either ask that you provide money on account before expenses are incurred, or ask you to pay them as soon as they arise. Our standard rates for internal expenses are available on request. All expenses will be controlled and kept to a minimum.

Bills

We will usually send you bills for work in-hand on a monthly basis unless stated otherwise. Our bills are payable in full upon receipt, but we are always happy to answer your questions. This is in addition to certain statutory rights that you have concerning solicitors' bills, which we draw to your attention when we send the bills out.

Methods of Payment

We understand that different people prefer to deal with their legal bills in different ways. We therefore, offer a number of payment options to suit each individual. You can either provide money on account in lump sums by cheque, bank transfer or debit and credit card as and when required or, by way of regular monthly bank debits to our client account. Any bank credits must, where possible, include your unique client reference (which can be found quoted on our letters) or your surname. You may pay any funds required to the following bank account: -

Bank:	Nat West
Account Name:	Manak Lawyers Ltd
Account Number:	77873173
Sort Code:	60-16-03

All cheques should be made payable to Manak Lawyers Ltd.

It would also assist if you could let us know when to expect payments from you and we can confirm when these have been successfully received. Please note if funds are required urgently (within 2 days)

you will need to arrange an immediate bank payment (CHAPS or ET) for which you may be charged by your bank.

We also accept payment over the telephone or at our office by most debit and credit cards.

If you are not able to fund your matter by any of the above methods, please contact your Solicitor to discuss if we are able to offer you alternative methods of funding.

Introductions & Referrals

We have built up a relationship with professional introducers such as brokers, estate agents, accountants, banks and financial advisers based on trust, and find that when we all work in harmony, our files run smoothly and efficiently. However, we do not want you to feel that you have been “railroaded” into instructing us and if you believe that this may have been the case please let us know. You are free to instruct any solicitor of your choice. For our part we would not want to act for a reluctant client.

We may share our fees with third parties particularly if they have played a role in introducing business or enabling us to obtain your instructions. The rules governing these arrangements are clear and they emphasize the importance of acting in the best interest of clients. We can categorically confirm to you that under no circumstances will your interest be compromised. We will always act according to your best interests.

Commission

If we pay or receive commission or any other benefit as a result of receiving your instructions or introducing you to a third party, we will inform you of this in writing. Your acceptance of these terms constitutes your agreement and consent for us to pay or receive such benefit or commission if such an arrangement exists.

Interest

Unless we are acting for you in relation to administration of an estate of a deceased person we will not routinely open a Designated Deposit Account (DDA) or account to you for interest earned on sums received by us from or on behalf of you unless you request the same in writing. You should be aware that there will be a charge of at least £100.00 plus VAT as to cover the administrative cost of opening the DDA. If a DDA is opened for you at your request or otherwise we will be able to identify your money and the interest earned on it. Your acceptance of these terms shall constitute your agreement in writing to this arrangement.

Professional Indemnity

In the interests of our clients, we maintain compulsory professional indemnity insurance to a total minimum level of £3,000,000.00

The full details of our insurers are displayed in our reception but if you would like to have further details sent to you please let us know.

Undertakings

If you ask us to assist you by giving an undertaking to a third party that we will settle any amount due by you, we will charge a fee for this commitment and will notify you of the fees in writing at the appropriate time or as soon as possible thereafter. In view of the personal nature of the undertaking we may require appropriate additional security from you before giving any undertakings.

Your Responsibilities

Please note the below list sets out your responsibilities and is intended to act a guideline, the list is not exhaustive: -

- To provide us with evidence of your identity as requested
- To provide us with written confirmation of any variation of your original instructions
- To respond promptly in writing to any request for instructions you may receive from us
- To take whatever steps we may request to comply with current money laundering regulations
- To provide sufficient funds to discharge our invoices within 30 days from the date of any invoice and provide us with funds in advance where required, i.e. for a disbursement
- Generally, to co-operate with us

Should at any time during the course of the matter it become apparent that significant further work is required your Solicitor will of course let you know as soon as practicable.

If your matter is litigious i.e. there are Court proceedings there may be consequences for non-compliance with any timescales provided by the Court. Failure to comply with any deadlines could result in costs orders being imposed against you. It is therefore especially important that information requested by us is provided on time.

Our Responsibilities

We will provide you with regular progress reports for your matter and will contact you in the event that you need to provide your instructions or complete any documentation.

We will also explain to you the effect of any important or complex pieces of documentation or law in your matter.

We will always ensure that if your matter progresses to the stage that a Court hearing is required that appropriate representation for you is arranged. In the event that Counsel's instruction at or before a Court hearing is advisable we will discuss and confirm this with you, in advance where possible.

We shall not be responsible for any failure to advise or comment on any matter which falls outside the scope of your instructions. Advice provided by this firm is specific to your matter and your instructions and may not be used or relied upon for any other purpose or by any other person.

You will shortly receive a letter providing specific advice about your matter from the individual who will have day-to-day responsibility for your matter. However, you should feel free to contact any member of Manak Solicitors to discuss your matter, if the individual you wish to speak to is unavailable. Alternatively, you can leave a message with one of our secretaries or send an email directly to one of our solicitors who will contact you. In the very unlikely event that the person responsible for your matter needs to change you will be notified with as much notice as possible and with a reason for the change.

As you are aware you are responsible for providing your instructions but in the event that you request we do so we will take instructions from a third party, in certain circumstances, to enable your matter to progress. You should be aware that if we accept instructions from a third party on your behalf on your express or implied authority you will remain responsible for any charges incurred.

Limitation of our Responsibility

We use all reasonable endeavours to ensure that the information provided by us is accurate but we cannot accept responsibility for the accuracy of information provided by third parties. In the event you choose to rely on third party advice we shall not be liable for any consequences of a decision made by you in reliance of that information.

Our solicitors are lawyers qualified to advise on law in England and Wales only. You must consult other qualified professionals for advice on non-legal matters such as condition of the Property you are intending to purchase, investments, financial or tax advice. Where a solicitor is asked to recommend the services of a financial or other advisor they will do so in good faith but without liability and such advice shall not be considered a guarantee of ability of a third party.

Other Professionals

After consultation with you, we may engage other advisers to complete your work — these can include barristers, overseas lawyers, expert witnesses, accountants, environmental consultants and surveyors. We aim to make this process as simple as possible for you. However, any advice given by outside advisers is their responsibility (even if incorporated or reflected in documents prepared by us) and you will be responsible for payment of their fees and expenses. Where we instruct them, we do so as your agent. Clauses 3 and 4 of our Terms & Conditions of Business contain detailed provisions about our fees and our bills.

Project Management

We take the project management of your work very seriously and this is especially important for large or highly complex transactions. Effective project management by our team, in conjunction with yours, will increase speed, certainty and cost control.

We have single-point accountability for the relationship at client partner level. Following this we will usually allocate one lawyer to project manage each separate matter or series of matters, so that the responsibility for day-to-day work is clear. This lawyer will co-ordinate the other disciplines required.

The areas we will plan, agree and monitor will include: -

- commercial objectives and desired outcomes;
- project/transaction plans and scope;
- people, resources and responsibilities;
- desired time lines for each stage of work;
- communication and reporting protocols; and
- progress review, including costs.

For certain types of work, we will monitor matter progress via electronic reports and key performance indicators (KPIs) which we will endeavour to agree with you at the outset. We will use the feedback from those KPIs in our joint progress meetings and any post-transaction review.

Quality Assurance

We recognise that consistent delivery of a high-quality service is a pre-requisite for our clients. Our approach to quality assurance is to integrate the relevant safeguards into our day-to-day business operations.

Quality Assurance Measures - The measures we have put in place to assure quality include:

- establishing the role of professional practice partner and assigning this to one of our most experienced partners on a full-time basis;

- establishing a set of "Golden Rules" (the Law Society LEXCEL system of Practice Management) focusing on quality control applicable to all lawyers across the firm, with many practice areas having developed their own more detailed guidelines to reflect the particular requirements of their practice;
- issuing written guidelines to promote excellence in the front-line support services that secretaries provide; and
- operating a rigorous file review system, which enables us regularly to monitor compliance with the firm's quality standards (as well as our professional and regulatory compliance obligations). This involves random periodic scrutiny of the files of all our lawyers.

Comments and Feedback - To reflect its commitment to quality, the firm actively encourages clients to comment on the way we deliver our services. We ask for feedback from clients after all matters and transactions. We appreciate suggestions for improvements and find it particularly useful to run periodic review meetings and transaction debriefings with clients.

Queries or Complaints - Should you ever have a query or complaint about our services, we encourage you to contact the responsible partner as quickly as possible. Alternatively, you should always feel free to contact your client partner or the firm's senior partner, Surinder Singh Manak, who will always be happy to discuss any matters you may wish to raise. We also have a formal complaints procedure, a copy of which is available on request.

If for any reason we are unable to resolve a problem between us, the Legal Ombudsman provides a complaints and redress scheme. Clause 13 of our Terms & Conditions of Business contains provisions relating to complaints.

Confidentiality and Privilege

Confidentiality - As solicitors we are subject to a strict duty of confidentiality regarding our clients' affairs. All our staff are made aware of the importance of maintaining client confidentiality at all times and regular training is provided to reinforce this. Where the rules on client confidentiality specifically require the use of formal information barriers, we have detailed procedures that govern the creation and maintenance of those barriers. This process is managed and monitored by our professional practice partner.

Our electronic document and email management system is designed to permit restrictions on access to certain client matters and appropriate security restrictions are applied where required (including where the firm is dealing with price sensitive matters). Clause 5 of our Terms & Conditions of Business contains provisions on confidentiality. We draw to your attention that this includes an obligation of confidentiality upon you.

Legal Professional Privilege - Communications between you and Manak Solicitors may be protected from disclosure to third parties by legal professional privilege. However, you should be aware that if you disclose any such communication to a third party (even if this would not breach your confidentiality obligations to us) legal professional privilege may be lost in that communication. We urge you to seek our advice prior to making any such disclosure. Clause 5 of our Terms & Conditions of Business contains provisions on legal professional privilege. If you would like further guidance on this important but complex subject, please contact us.

Privacy Policy

Manak Solicitors are a leading firm of Solicitors, with branches in Central London, Orpington, Gravesend and Sevenoaks. This privacy policy sets out how we use and protect any information that you give us when you use this website or when you engage us to work on your behalf. Manak Solicitors is committed to ensuring that your privacy is protected.

What we collect

We may collect the following information:

- Name and job title
- Contact information including email address
- Demographic information such as postcode, preferences and interests
- Other information relevant to customer surveys and/or offers
- For clients, any and all information necessary and relevant to performing the legal services you have engaged us for.

What we do with the information we gather

We require this information to understand your needs and provide you with a better service, and in particular for the following reasons:

- Performance of our role as providers of legal services
- Internal record keeping
- To improve our products and services
- We may periodically send promotional emails about new products, special offers or other information which we think you may find interesting using the email address which you have provided. From time to time, we may also use your information to contact you for market research purposes. We may contact you by email, phone, fax or mail. We may use the information to customise our website according to your interests.

We normally retain your information permanently, unless you tell us to discard it. Even then, some records may have to be retained due to our legal obligations.

Security

We are committed to ensuring that your information is secure. In order to prevent unauthorised access or disclosure, we have put in place suitable physical, electronic and managerial procedures to safeguard and secure the information we collect from you.

How we use cookies

A cookie is a small file which asks permission to be placed on your computer's hard drive. Once you agree, the file is added and the cookie helps analyse web traffic or lets you know when you visit a particular site. Cookies allow web applications to respond to you as an individual. The web application can tailor its operations to your needs, likes and dislikes by gathering and remembering information about your preferences.

We use traffic log cookies to identify which pages are being used. This helps us analyse data about webpage traffic and improve our website in order to tailor it to customer needs. We only use this information for statistical analysis purposes and then the data is removed from the system. Overall, cookies help us provide you with a better website by enabling us to monitor which pages you find useful and which you do not.

A cookie in no way gives us access to your computer or any information about you, other than the data you choose to share with us. You can choose to accept or decline cookies. Most web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. This may however prevent you from taking full advantage of the website.

Links to other websites

Our website may contain links to other websites of interest. However, once you have used these links to leave our site, you should note that we do not have any control over that other website. Therefore, we cannot be responsible for the protection and privacy of any information which you provide whilst visiting such sites and such sites are not governed by this Privacy Policy. You should exercise caution and look at the Privacy Policy applicable to the website in question.

Controlling your personal information

You may choose to restrict the collection or use of your personal information in the following ways:

- Whenever you are asked to fill in a form on the website, you will be asked to confirm that you have read and agree to this Privacy Policy. Where we rely on your consent to us sending you marketing information, you will not be able to submit your details without providing that confirmation. We take this as your consent to us storing your information and sending you such communications.
- If you have previously agreed to us using your personal information for direct marketing purposes, you may change your mind at any time by writing to or emailing us.
- We will not sell, distribute or lease your personal information to third parties unless we have your permission or are required by law to do so. We may use your personal information to send you promotional information about third parties which we think you may find interesting if you tell us that you wish this to happen.
- You have the right to request details of personal information which we hold about you. In most circumstances, no fee is payable for this. If you would like a copy of the information held on you please write to us.
- If you believe that any information we are holding on you is incorrect or incomplete, please write to or email us as soon as possible at the above address. We will promptly correct any information found to be incorrect.

Conflicts of Interest

The effective management of potential conflicts of interest is of great importance to us and we know that our clients expect us to be prompt and diligent in this. We take our professional obligations on conflict and client confidentiality very seriously and have clear policies and procedures designed to ensure that we comply with our legal and ethical obligations.

We regularly review and formulate our policies and procedures. When doing so we take into account the legal and market developments on conflict and confidentiality issues.

Our conflict search procedures - We consider it essential that potential issues are identified and managed as early as possible. We carry out a thorough conflict search prior to accepting new instructions whether for new or existing clients. This primarily consists of a search of our databases.

Where appropriate we update conflict searches during the course of a particular matter (for example when a new counterparty is introduced).

If an issue is identified - If a potential conflict or confidentiality issue is identified following a search, guidance is obtained from the partner in charge of the matter. The said partner will make further enquiries where necessary and will then consider the situation objectively, to determine whether or not the instruction can be accepted. Where we are able to act subject to informed consent from all relevant parties, we will seek that consent and, where it is given, we will proceed subject to whatever safeguards (e.g. information barriers) may be required. If our current professional rules do not permit us to act we will decline to do so.

Managing our relationships - We make every effort to minimise the disturbance and inconvenience to clients which inevitably occurs when we are faced with a conflict. In particular, we aim to:-

- identify issues as quickly as possible; and
- keep clients as fully informed as we can, subject to our duties of confidentiality to other clients.

In evaluating whether to accept instructions from one client or another we will consider factors such as our previous involvement in relation to the particular matter and the availability of another regular legal adviser to a client in determining the appropriate course of action. We will always endeavour to communicate our thinking on these issues to clients as fully as we can. Clause 10 of our Terms & Conditions of Business contains provisions on conflicts of interest, and clause 5 contains provisions on informed consent and information barriers.

Regulation of Investment Services

The firm is not authorised by the Financial Conduct Authority but we are able in certain circumstances to offer a limited range of investment services to clients because we are authorised by the Solicitors Regulation Authority. We can provide these investment services if they are an incidental part of the professional services we have been engaged to provide.

Knowledge Services for Clients

Knowledge is important to us, as we know it is to you. Manak Solicitors have invested in a dedicated Knowledge team to:-

- gather the essential developments in areas of law affecting our clients;
- analyse and contextualise this information, pushing all the right information to our lawyers at just the right time; and
- constantly revise our standard documents to reflect the law and best practice.

By agreement Manak Solicitors can provide you with:

- tailored electronic bulletins and updates on legal developments;
- bespoke training seminars — at our premises or yours;
- legislation and case law.

We are happy to discuss your specific Knowledge information requirements and tailor solutions to meet your needs. If you are interested in any of these Knowledge services please contact your client partner.

Corporate Responsibility

We have a clear vision of corporate responsibility that reflects the core values of the firm. The company supports various charitable and community initiatives and encourages its partners and staff to engage in supporting the communities in which they work.

Charitable Donations and Fundraising

Based on established criteria, we concentrate our charitable donations and fundraising efforts on various local charities each year. Where possible we give help in kind, but may also consider giving small cash donations. We also respond to community needs through a variety of other means.

Money Laundering

This is a complex area and is covered by the Proceeds of Crime Act 2002 and the Money Laundering Regulations 2007. As referred to above the legislation places Solicitors under a legal duty to the Serious and Organised Crime Agency in certain circumstances. 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 the reasons for it. However, where the law permits us to do so we will tell you about any potential money laundering problem and explain what action needs to be taken by you or by Manak Solicitors.

Due to their complexity we have divided this heading into 4 sub-headings as set out below:-

a. Types of Legal Activities Regulated by Money Laundering Regulations

If your matter is to do with Conveyancing, Company Formation and Administration, Tax Advice, Investment Advice, Trusts, Insolvency it will be regarded as a Regulated Activity. This is not an exhaustive list. Therefore, if you have any doubts as to whether, or not, your matter constitutes a Regulated Activity please ask the solicitor dealing with your case.

b. Proof of Identity

As mentioned above the law requires solicitors as well as banks, building societies and others, to obtain satisfactory evidence of the identity of their clients.

In the event your matter falls within an area of law which is regulated by the Money Laundering Regulations please do not send us any funds until the identification procedures have been carried out.

If your matter does fall within the Regulated Sector then we will also use electronic identification service providers to confirm your identity, and that of any beneficial owners i.e. the directors or shareholders of a limited company or beneficiaries of a trust fund.

c. Confidentiality

Solicitors are under a professional and legal obligation to keep the affairs of clients confidential. This obligation, however, is subject to a statutory exception provided by Legislation on money laundering and terrorist financing. This Legislation places solicitors under a legal duty in certain circumstances to disclose information to the Serious Organised Crime Agency, or another such official body where a solicitor knows or suspects that a transaction on behalf of a client involves money laundering. In such eventuality we will be required by law to make a money laundering disclosure. If this happens, we will not be able to inform you that a disclosure has been made or of the reasons for it because we are prevented by law from telling you under the “tipping off” offences.

d. Cash

Please note that we are normally only able to accept cash up to a limit of £1,000.00 in any 28 day period. 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.

Statements of Truth

Under the Civil Procedure Rules and Family Proceedings Rules, all statements of case (the term for pleadings and includes documents such as claim forms, defences and witness statements) and certain other documents must be verified by a statement of truth, to the effect that the party putting forward the document believes the facts stated in it are true. Knowingly making a false statement of truth is potentially a contempt of Court. Your Solicitor will write and explain this more fully before any statement of truth is to be given in this case.

Please be aware that whilst a statement of truth can be signed by the party or its legal representative, it is Manak Solicitors policy that clients should normally sign their own statements of truth.

Attendance at Hearings

You should be aware that, under the Civil Procedure Rules, the Judge can order you to attend any hearing listed by a Court in your matter. For Family Matters the Judge will almost always require you to attend all hearings although your attendance is usually for the purpose of providing instruction to your legal representative rather than to give evidence to the Judge. Your solicitor will give you more detailed information about your hearing at the appropriate time.

Alternative Dispute Resolution

As part of the active management of a case under the Civil and Family Procedure Rules, both the Courts and the parties in a dispute are required to consider the use of alternative dispute resolution ('ADR') if it is considered appropriate to help to resolve the dispute. ADR includes methods of dispute resolution such as mediation, adjudication and expert determination.

There have been occasions when the Courts have imposed costs penalties on parties who unreasonably refuse to consider ADR. Your solicitor will discuss the methods of ADR and any possible cost implications further with you if and when it becomes appropriate.

Costs

Summary assessment of costs - Under the Civil Procedure Rules, the Courts are encouraged to assess costs as they go through a case. On each Court application where one party is seeking a costs order from the other, the Court may decide to assess the costs of that hearing immediately and make an order for the costs to be paid at once (which will usually mean within 14 days).

In the event that such a costs order is made against you, we must advise you that, in order that we can pay the other party's costs within the time period ordered by the Court, you will need to be in a position to place us in funds immediately. You should be aware that we will not fund these costs on your behalf. If, therefore, we are not placed in funds in time, this could have serious consequences for your case.

In order to obtain a costs order against another party, we will need, in advance of any Court application, to prepare details of your costs of that application. Regardless of whether a costs order is obtained against another party, you will be required to pay the costs which we incur in preparing these details.

Orders for costs - If your matter is a Family or Matrimonial Matter you should be aware that Orders for costs are only made in certain rare circumstances and therefore we always advise our clients not to expect to recover any monies spent on litigation.

If your matter falls within the remit of general Civil Litigation (governed by the Civil Procedure Rules) then you should be aware of the following: -

- **If you are successful in your case**

In the event that you are successful in your case, you may be entitled to a contribution towards your costs by some other party to the proceedings.

However, it is rare for the system of "assessment" of costs, as it is known, to result in the other side having to pay the full amount of the costs incurred by the client with their own solicitor. This may be because the Court allows recovery at a lower hourly rate than that agreed with you and/or the Court does not allow recovery in respect of all the work we have carried out on your behalf. This means that you will still be liable for the difference between the full amount of our charges and such sum of recoverable costs, if any, as may be received from the other side.

In addition, the court may apportion costs according to whether each party was successful on each issue so that even if you are successful overall but are unsuccessful on, for example, one particular issue, you might recover only a proportion of your otherwise recoverable costs.

If the other party is in receipt of Public Funding, there are statutory controls on the amount of costs that can be recovered against them and in such cases, it is unlikely that the Court would make an order that they must contribute to your costs.

Irrespective of the amount ordered to be paid, there is always a risk that the other side may refuse to comply with the Order. If they do not pay, then you would have to try to enforce the costs Order (for example by instructing bailiffs or obtaining a charge over property owned by them) and this itself costs more money and takes time. You will be responsible for paying the charges and expenses of seeking to enforce any judgments and/or to recover any charges and expenses that the Court orders the other party to pay.

In the event that you are successful and costs do fall to be paid by the other party, interest may be claimed on those costs against the other party as from the date on which the order for costs was

made. To the extent that any of our charges have not been billed and/or not been paid we will retain interest on such outstanding sums.

- **If you are unsuccessful in your case**

If you are unsuccessful in your case, you may be required to pay the other side's Solicitors costs (including expenses and any interest) in addition to your own legal costs. These costs will usually be assessed and paid on the "standard" basis although if the court considers that you have acted unreasonably in connection with the litigation it may order costs on the more generous "indemnity" basis. If the other side has entered into a conditional fee agreement and taken out insurance to meet its costs liabilities you will also be liable for any success fee and the cost of the insurance premium, subject to the reasonableness of both.

- **Settlement**

If an offer is made or a payment made into Court by the other side in settlement of the case which you do not accept, there may be adverse cost implications which may impact on your ability to recover costs from the other side. Additionally, it may become apparent during the proceedings that it would be prudent for you to consider making an offer of settlement to the other side. Your solicitor will discuss this with you during the course of your case and, if and when appropriate, will discuss with you any cost advantages or implications.

- **Additional costs**

If, for any reason, your costs or the other side's costs in this matter are assessed or contested you should be aware that we will incur further costs on your account which you will be required to pay. These are likely to include the costs we incur in preparing any bill of costs on your behalf and the costs of attendance at any assessment hearing.

- **Insurance**

You should check if you have insurance which might cover our charges and expenses or your liability for another party's charges and expenses and if you do please let us know at the outset. If you do not tell us at the outset you may lose your right to make a claim under your policy. If you do not have such cover your solicitor will discuss with you whether it would be possible and/or advisable for you to take out insurance to meet the other side's charges and expenses

Resolution (Family & Matrimonial Matters Only)

We will always endeavour to resolve your matters as amicably as possible. With this in mind we belong to an organisation known as Resolution. Membership of Resolution commits family lawyers to resolving disputes in a non-confrontational way. We believe that family law disputes should be dealt with in a constructive way designed to preserve people's dignity and to encourage agreements.

You should be aware that Members of Resolution are required to: -

- Conduct matters in a constructive and non-confrontational way
- Avoid use of inflammatory language both written and spoken
- Retain professional objectivity and respect for everyone involved
- Take into account the long-term consequences of actions and communications as well as the short-term implications
- Encourage clients to put the best interests of the children first
- Emphasise to clients the importance of being open and honest in all dealings
- Make clients aware of the benefits of behaving in a civilised way

- Keep financial and children issues separate
- Ensure that consideration is given to balancing the benefits of any steps against the likely costs – financial or emotional
- Inform clients of the ADR options e.g. counselling, family therapy, round table negotiations, mediation, collaborative law and court proceedings
- Abide by the Resolution Guides to Good Practice
- In addition, all solicitors are of course also subject to the Solicitors Practice Rules the Law Society's Family Law Protocol

Further information in this regard can be found at the Resolution website: <http://www.resolution.org.uk/>

Residential Conveyancing

The following sub-paragraphs only apply to residential conveyancing. Please visit <https://manaksolicitors.co.uk/guide-to-buying-a-house/> for our definitive guide to moving home.

The other main issues of notable interest in this area are:-

Money Laundering - Under the current legislation all Conveyancing matters are regulated by the Money Laundering Legislation.

Acting for both Parties (Sellers and Buyers) - Where we act for the opposing party in this matter you must be aware that we apply strict and vigilant rules to preserve confidentiality and your best interests.

In order to maintain integrity, we create a “Chinese wall” being a barrier that separates the two physical offices as a means of restricting the flow of information. This will entail us acting for one party from one Office site (such as Orpington, Sevenoaks or Gravesend) and for the opposing party to be represented by a separate Solicitor from another Office site.

Regardless of the office which is representing you, both offices will always act in their respective clients' best interest and we will always maintain a "Chinese Wall" between ourselves. If, however it becomes apparent to either of us that the conflict between you and the opposing party is such that independence cannot be maintained or a conflict of interest arises, we will immediately notify you both and if necessary cease acting for all parties concerned.

Costs - You will be given a written quote before any work is undertaken. This will be based on the presumption that the matter will proceed as is expected in a normal transaction of this nature. However, there may be unforeseen circumstances that give rise to additional work or expenditure. In that event, we reserve the right to charge additional fees and where appropriate recover additional expenses. Please note that generally, we will always discuss any proposed increase with you beforehand.

We may on occasions operate a “No Sale – No Fee” Policy in relation to residential conveyancing matters only. If the policy is in operation at the time of your instructions you will be advised in writing. The “No Sale – No Fee” policy will mean that in the event your matter relates to a residential property and does not proceed to completion due to the other party aborting the transaction you will not be charged anything in respect of our professional fees. However, you will have to discharge all reasonable disbursements incurred to the point at which we are notified that the matter is no longer proceeding. In addition, the benefit of this policy can only be utilised by each client only once in any continuous period of 18 months.

In the event you are not eligible for “No Sale – No Fee” offer, and your matter does not proceed to completion you will be charged a lesser sum in respect of our charges. Please note the said sum will be calculated on the following basis: -

- 10% of our costs if the matter is aborted before draft contract is received from the sellers’ solicitors or draft contract is sent to the buyers’ solicitors
- 20% of our costs if the matter aborts before the searches are applied
- 75% of our costs if the matter aborts after the above but before contracts are exchanged
- 100% of our costs if the matter aborts after exchange

The conveyancing costs do not include any work that may be required to enforce any terms of the Contract after the scheduled date of completion as agreed on exchange. All such work and any additional time, unless advised otherwise, will be charged at our litigation rates the details of which will be supplied should it become necessary.

Expenses – Our quotation will refer to expenses (also known as disbursements) which are based on figures supplied by you. Third parties may alter their fees at regular intervals and we will notify you in writing of any changes. Sometimes we will need to make further searches or payment for documentation, which we will not know about until we receive documentation. The expenses are incurred on your behalf during the course of the matter. It is rarely possible for us to know at the outset all expenses that may arise but the financial statement will show the items separately from any fees. Where the expense is fixed, for example the local search fee then the actual cost will be charged. Your acceptance of these terms shall constitute your agreement for us to incur the expenses (including repeat expenses) which, in our judgment, are necessary to protect you or your lender’s interests.

Monies on account - We will ask for a payment on account either at the start of the matter or during its progress. This is a common practice when expenses will be incurred, for example a local search or where the matter is likely to be complicated or lengthy.

Mortgage - If you need a mortgage to fund your purchase it is your responsibility to comply with the lender's terms and conditions as set out in the offer. It is your decision to accept the financial effect of any deduction retention, redemption penalty or early redemption penalty interest imposed by the offer. If asked by you in writing we will explain any terms of the offer. If not then it is assumed you fully understand the offer and the financial and other implications.

All lenders require a lawyer to carry out specific legal work in granting or accepting repayment of a mortgage and you may not be aware that they require you to pay their lawyer's legal fees for this. We are on the Panel of most lenders and they will usually instruct us to represent them as well as you in which event we confirm that if applicable we will provide you with an estimate of the lender's legal fees. Your acceptance of these terms shall constitute your agreement for us to disclose instructions and information to any lender, which also instructs us.

If your lender appoints their lawyer to act, you will be responsible for their legal fees in addition to our own. We will advise you in writing of the fees at the appropriate time but will continue to represent you.

Most offers expire after a period of time. It is your responsibility to ensure that the offer is valid at the time of exchange of Contracts. You must re-apply to your lender if your offer has or is about to expire. It is also your responsibility to advise your lender and us of any change in the

purchase price or any financial adjustment between you and the other party such as an allowance or cashback.

Insurance Policies - Our estimate does not include dealing with the assignment or re-assignment of a policy (or other security). If required to deal with the same we will be entitled to make an additional charge for dealing with each such policy or security. The said charges will be at least £75.00 plus vat. These charges include the preparation and service of the required Notice. We do not advise on the suitability or otherwise of any insurance policy. For clarity if a higher charge is to be made the person dealing with your matter will advise you of the same if and when it becomes necessary.

Payment of our costs and expenses - It is normal for the fees and expenses due to us to be paid as cleared funds before the date of completion.

The Completion - The matter can only be financed using funds cleared through our account. You must ensure that any sum needed from you is paid to us either by building society cheque or bankers draft at least five clear working days before it is needed, unless you make payment direct to our account by means of an electronic transfer. If the matter is delayed because you provide funds after the specified time or by inappropriate means then we will not be held liable for any direct or consequential losses for as long as the funds remain un-cleared.

We always advise a minimum of ten working days between exchange of contracts and completion. This period is regarded as the minimum to safely deal with all pre-completion searches and formalities (including cleared funds from the lender and from you) to enable you to be fully protected at completion. In particular we need to hold cleared funds from you in respect of any Stamp Duty Land Tax and Land Registry Fees payable. If you ask us to complete your matter in less time we may charge an expedition fee which will be at least £100.00 plus vat. If a higher charge is to be made the person dealing with your matter will advise you of the same if and when it becomes necessary.

We will not be liable for any direct or consequential losses for completion being delayed beyond the specified date provided we have used our best endeavours and reasonable professional skill in attempting to complete on the specified date.

In the event there is a surplus of funds once your matter has completed we will pay the same to you within 5 working days of completion and a completion statement will also be provided at the same time. The payment will be made by our client account cheque. It is your responsibility to check the figures on the completion statement and if for any reason what so ever you are overpaid the amount of over payment will be due and owing to this firm and must be returned immediately.

Please note the term "working day" does not include Saturdays Sundays Bank or other Public Holidays.

Stamp Duty Land Tax ("SDLT") Payments – Due to changes in the SDLT regime, the filing of the tax return is to be completed within 14 days of completion and the payment for the stamp duty must also be made at the same time. In order to avoid any penalties or sanctions from HMRC to the client, we will always make the payment via CHAPS (same day bank payment) so that the payment of the SDLT and the filing of the tax return are made on the very same day.

As a gesture of goodwill to our clients, our bank transfer administration fees in respect of the SDLT payment to HMRC will be at a reduced rate of £25.00 + vat

Time Limit for Cashing Cheques Issued by Manak Solicitors

All cheques issued by us to you must be deposited with your bank within 28 days of receipt. If a cheque is not deposited as aforesaid we will be obliged to cancel the same and you will be responsible for discharging any fees charged by our bankers in this regard. In addition, we will be entitled to make a charge of £75.00 plus vat in respect of the time spent by us in dealing with this issue.

Termination of our Instructions

You may terminate our instructions in writing at any time. You may think it appropriate for us to stop acting for you if, for example, you cannot give appropriate instructions, or if you no longer wish to incur costs.

We too reserve the right to terminate our retainer but we will only do so if there is a good reason and we are permitted by the rules of our professional conduct. For example, if you fail (i) to comply with our request for payment on account or (ii) to give us proper or adequate instructions.

If you or we decide that we should no longer continue to act for you then we will not be obliged to release our files until such time as all our costs and disbursements have been discharged in full.

Contacts

Senior Partner – Surinder Singh Manak, our senior partner, can be emailed at ssm@manaksolicitors.co.uk

Other Partners - Contact details for all Manak Solicitors partners can be found on the firm's website, at www.manaksolicitors.co.uk

Our main office number is 01689 870769 or from outside the U K, +44 1689 870769

Our switch board will be able to connect you to all other offices from this number

Appendix 1

Evidence of Client Identity

This appendix set out the minimum evidence on client identity that we are required to hold before we commence work, by reference to different types of client. Where we indicate below that we accept certified copies of original documents, the certification must usually be by a qualified solicitor/lawyer, bank manager or embassy/consulate official. The certifier must also sign and clearly print his/her name on the copy, and write his/her work address on the copy. A telephone number would be helpful.

If it is not convenient for you to attend our offices please contact the solicitor dealing with your matter who will advise you of the alternative options available.

You should be aware that if satisfactory evidence of your identity and address is not provided within a reasonable time, there may be circumstances in which we will be compelled to stop proceeding with your instructions, and may have to cease to act for you. In these circumstances we will charge you for the work done prior to that date.

Individuals

- Original passport or driving licence or a certified copy of the same. In relation to a certified copy of a passport, the certification must be by a qualified notary, solicitor or British consulate or U K government department.
- Original or certified copy of utility bill or bank statement (from a reputable bank), showing private address. This document must be less than 3 months old.

Partnerships

- certified copy of the partnership agreement or equivalent (and any amendments to the agreement); and
- evidence of identity of the instructing partner and another partner (see "Individuals", above).

Companies (Plc/Ltd/Limited/LLP)

- Certified copy of the certificate of incorporation or equivalent.
- Certified copy of the constitutional documents.
- Certified copy of the latest report and accounts.
- the name of the "ultimate beneficial owner" (see below).

Plus:-

- **For UK Companies** - evidence of identity of at least two directors (see "Individuals", above);
Or
- **For Overseas Companies** - evidence of identity of the principal director (see "Individuals", above) and the majority shareholder.

Pension Funds

- Certified copy of the governing trust deed, including rules of the pension scheme and any amendments made to the trust deed; and
- If there is one trustee - obtain evidence of identity of that trustee; or
- If there is more than one trustee - evidence of identity from two trustees

Trustee/Settlor/Beneficiary in relation to a Trust

- Certified copy of the governing trust deed, including rules of the trust and any amendments made to the trust deed.
- Evidence of identity of the client (trustee, settlor or beneficiary).
- Where we act for two or more trustees, evidence of identity of one further trustee.
- The name of the "ultimate beneficiary" of the trust (see further below).

Ultimate beneficial owner/ultimate beneficiary means: -

- If you are a company: -
 - the individual who ultimately owns or controls (whether through direct or indirect ownership or control), more than 25 per cent of the shares or voting rights in the company; or
 - the individual who otherwise exercises control over management of the company.
- If you are a settlor, beneficiary or trustee under a trust, you will need to give us: -
 - the name of an individual who owns at least 25 per cent of the specified interest in capital (a person has a specified interest if they have a vested interest of the requisite level in possession or remainder or reversion, defeasible or indefeasible); and
 - in whose interest the trust operates (for example, relatives, charities or pension holders); and
 - who controls the trust (control is defined as a power either exercisable alone, jointly with another person or with the consent of another person).

Appendix 2
Terms & Conditions of Business

Here we set out our terms & conditions on which we provide legal services to you. These terms will apply to all our work for you unless expressly varied in writing. No variation will be binding on us unless signed by a partner of the firm. They are effective from 1 January 2018 until further notice. They are subject to change from time to time.

1. MANAK SOLICITORS

- 1.1. Manak Solicitors is the trading name of Manak Lawyers Limited which is a company registered at Companies House in England & Wales under company number 09877015 and its registered address is 271a High Street Orpington Kent BR6 0NW.
- 1.2. Your contract is a contract with Manak Lawyers Limited. A limited company is a body corporate which has "shareholders" and "directors". However, it is more usual for senior professionals to be referred to as "partners". We have therefore, decided to retain the traditional title of "partner" to describe directors of Manak Lawyers Limited. There is, however, no partnership between the "shareholders" or between the "directors" or between the "shareholders" and/or "directors" and Manak Lawyers Limited. A reference in these terms or otherwise in the course of your dealings with us to a person being a "partner" is a reference to that person in his capacity as a director of Manak Lawyers Limited or to an employee or consultant with equivalent standing and qualifications in one of Manak Lawyers Limited affiliates.
- 1.3. We assume (that is, Manak Lawyers Limited assumes) liability for and are fully and exclusively responsible for the legal services provided by our partners, consultants, employees and affiliates on our behalf.
- 1.4. There is no contract between you and any shareholder, director, employee, consultant or affiliate of Manak Lawyers Limited. Any advice given to (or other work done for) you by a director, employee, consultant or affiliate of Manak Lawyers Limited is given (or done) by that person on behalf of Manak Lawyers Limited and not in his or her individual capacity and no such person assumes any personal responsibility to you for the advice or other work.
- 1.5. You agree that, to the extent permitted under any applicable law, if, as a matter of law, a duty of care, or any other duty, liability or obligation would otherwise be owed to you by any director, employee, consultant or affiliate of Manak Lawyers Limited, such duty is hereby excluded.
- 1.6. You agree that you will not bring any claim, whether on the basis of breach of contract, tort (including, without limitation, negligence), breach of statutory duty or otherwise against any director, employee, consultant or affiliate of Manak Lawyers Limited in respect of any loss or damage that you or any person or company associated with you may suffer or incur, directly or indirectly, in connection in any way with any advice given to or other work done for you.
- 1.7. Accordingly, any claim that you wish to make can only be made against Manak Lawyers Limited and not against a director, employee, consultant or affiliate of Manak Lawyers Limited.
- 1.8. Each director, employee, consultant and affiliate of Manak Lawyers Limited shall be entitled to the benefit of the provisions of this clause 1 under the Contract (Rights of Third Parties) Act 1999.
- 1.9. A list of the directors of Manak Lawyers Limited is open to inspection at its office at 265 High Street Orpington Kent BR6 0NW.

- 1.10. All correspondence and other communications sent to you in the course of providing services to you, whether signed by a partner, consultant, employee or affiliate, shall for all purposes be treated as having been sent on behalf of Manak Lawyers Limited.
- 1.11. Here and elsewhere, unless the context otherwise requires, references to Manak Solicitors, "we", "our" or "us" from 1 January 2018 onwards are references to Manak Lawyers Limited, a limited company incorporated in England and Wales with registered number 09877015. The expression "affiliate" is used in these terms to mean any of the associated undertakings of Manak Lawyers Limited and any of their respective employees or consultants.

2. SCOPE OF OUR ADVICE

- 2.1. We advise only on the laws of England and Wales and on European Community law as it applies to the laws of England and Wales. Advice on overseas law is available from law firms in other jurisdictions with whom we may have referral relationships.
- 2.2. Our role will be limited to advising on the legal issues raised by your instructions.
- 2.3. Advice given and documents prepared by us reflect the law in force at the time of delivery and, unless otherwise agreed in writing, are for use only in connection with the specific matter on which we are instructed. You should review your legal documentation and procedures from time to time to ensure compliance with changes in the law.
- 2.4. We only advise on tax where we have expressly agreed to do so in our engagement letter to you.
- 2.5. Following completion of a matter, we will not be responsible for reminding you about future time deadlines or obligations relevant to that matter (e.g. an option or liability expiry date or regulatory filing date) unless we expressly agree to do so in writing.

3. FEES AND EXPENSES

- 3.1. **Fees** - Our fees are governed by law which allows us to take into account a number of factors in setting our fees including the complexity of the work, its value, urgency and the time spent on it
- 3.2. You will pay us on the basis of the time spent on the matter by individuals at specific hourly rates.
- 3.3. We reserve the right to review hourly rates wholly at our discretion as and when we feel necessary. We will charge you at the rate applicable when the legal services are provided unless agreed otherwise.
- 3.4. **Expenses** - As well as our fees, we will ask you to reimburse us for any expenses that we incur in carrying out your work. These expenses are sometimes known as disbursements. This will include such items as counsel's fees (the fees of a barrister), court fees, search fees, filing and registration fees, stamp duty, courier fees, travel and hotel expenses, document production, photocopying, scanning, printing, sending faxes, overseas telephone calls and secretarial overtime.
- 3.5. Expenses are charged at our standard rates which are available on request. If any expenses are likely to be significant, we may either ask you to provide money on account before they are incurred, or ask you to pay them as soon as they arise.
- 3.6. You must reimburse our expenses in full even if the whole or any part of our fee is payable on a contingent basis.
- 3.7. Where we incur expenses on your behalf in a foreign currency we will normally invoice those expenses to you in pounds sterling at the exchange rate prevailing either on the date we receive the invoice from the third party or on the date of our invoice to you. We will bear the risk of the profit or loss on foreign exchange rate fluctuations where we invoice you before we settle the foreign currency invoice for the expenses.
- 3.8. **VAT** - All our fees and expenses are subject to value added tax, where applicable, at the appropriate rate at the time of the expense being incurred or our bill being issued. This will be added to your bill.

- 3.9. **Money on Account** - We may ask you for money on account of fees or expenses, either incurred or anticipated. This money will normally be applied against the next bill issued in the relevant matter.
- 3.10. When we hold any money on your behalf, we may pay interest on the outstanding credit balance unless the amount involved is less than £50.00.
- 3.11. **Estimates** - Any estimate of fees we give you will be based on the time we expect to spend on a matter given the information available to us at the time. An estimate should not be regarded as a firm quotation, unless stated otherwise.

4. **BILLS**

- 4.1. **General** - Our bills are usually delivered monthly (unless otherwise agreed) and are payable in full within 14 days.
- 4.2. If a bill is not paid within 30 days after issue, we have the right to charge you interest on the outstanding amount. This will be calculated on a daily basis at the rate from time to time applicable to judgment debts from 30 days after delivery up to the date of payment.
- 4.3. We have the right to claim a lien over files, deeds, documents, electronic records, moneys and other items held for you until our bills are paid in full.
- 4.4. If you have instructed us that a third party (including, without limitation, insurers) will be responsible for our fees and expenses, we accept such instructions only on the basis that you will meet our fees and expenses if they are not paid promptly by the third party.
- 4.5. Where we are acting for two or more clients together in relation to a matter, those clients will be jointly and severally responsible for the payment of our bills in respect of that matter.
- 4.6. When a litigation matter ends, even if the court makes an order for costs to be paid by someone else, in practice it will not usually be possible to recover all of the costs. This is because of the basis on which the court will assess them. In these circumstances, you will remain responsible for full payment of our bills when you receive them, both during and at the end of the litigation. This is so even where a third party may be liable to reimburse you for any sums included in the bills.
- 4.7. If you are unhappy about a bill you may apply for an assessment of it by the Court under Part III Solicitors Act 1974. You may also complain to the Legal Ombudsman but they may not be able to consider a complaint about a bill if you have already applied to the Court for an assessment. Their contact details are set out at 13.3 below.
- 4.8. **Other professionals** - After consultation with you, we may engage other advisers or service providers (including counsel, overseas lawyers, expert witnesses, accountants, environmental consultants and surveyors) on your matter. Any advice given by them will be their responsibility direct to you and not ours (even if incorporated or reflected in documents prepared by us) and you will be responsible for payment of their fees and expenses. Where we instruct them, we will do so as your agent.

5. **CONFIDENTIALITY AND PRIVILEGE**

- 5.1. **Our confidentiality obligations** - We will treat all information you provide to us and about matters dealt with by us (other than information which is in the public domain) as confidential. We will not disclose any such confidential information to any third party, except with your prior written consent or as necessary or customary in the normal performance of our services (for example, passing it to other professionals and consultants assisting us or you with your matter, that is unless you expressly request us not to) or as required or permitted by law or any regulatory authority to which we are subject.
- 5.2. We reserve the right to use external service providers for document reproduction or scanning subject to their being bound by appropriate obligations designed to ensure the confidentiality of the information.

- 5.3. Unless you instruct us otherwise in writing, we will be entitled to state in our promotional material and tender documents that we have worked for you generally or on a particular matter or matters so long as we do not otherwise break our duty of confidentiality to you.
- 5.4. Where we act for other clients in the same industry or sector as you and in so doing obtain information confidential to those clients but relevant to you, we will be under no obligation to disclose that information to you.
- 5.5. **Informed consent** - We may be asked to act for another party on a matter in circumstances where we hold information for you (in respect of which we owe you a duty of confidentiality) which may be relevant to that other party. You agree that we may act for the other party even though their interests in the proposed matter may be adverse to your own provided that: -
- 5.5.1. there is no legal conflict of interest;
 - 5.5.2. we agree to put in place and maintain appropriate measures to safeguard the confidentiality of the information we hold for you;
 - 5.5.3. we consider it reasonable in all the circumstances for us to act.

You accept in these circumstances that we will be under no obligation to disclose to you any information which we obtain for the other client

- 5.6. **Your confidentiality obligations** - You will treat all information we provide to you (other than information which is in the public domain) as confidential including, without limitation, legal advice given to you and the contents of our engagement letter to you. You will not disclose any such confidential information to any third party, except with our prior written consent or as required or permitted by law or any regulatory authority to which you are subject.
- 5.7. Should you wish to pass to a third party any advice we have provided to you and we consent to this, we will not accept liability to that third party unless we have previously agreed this in writing.
- 5.8. If you receive a request for information under the Freedom of Information Act 2000 which relates to any such confidential information, you will (i) tell us as soon as possible, (ii) discuss with us whether or not you have an obligation to disclose it and (iii) not disclose it or any part of it where there is no such obligation. This provision shall survive the termination of our engagement.
- 5.9. **Legal professional privilege** - Communications between you and us may be protected from disclosure to third parties by legal professional privilege. However, you should be aware that if you disclose any such communication to a third party (whether or not in contravention of your confidentiality obligations to us) legal professional privilege may be lost in that communication. You are reminded to seek our advice prior to making any such disclosure.
6. **COMMUNICATIONS, CLIENT IDENTIFICATION AND INSTRUCTIONS**
- 6.1. **Communications** - We can use e-mail when working on your matters unless you tell us not to. If we use e-mail, we will take precautions in accordance with standard commercial practice to ensure it is virus free, although this cannot be guaranteed. We may not allow certain types of documents into our environment, although we would seek to resolve any difficulties that might arise.
- 6.2. E-mail and telephone communications may be monitored in accordance with applicable law and regulations.
- 6.3. We will rely on you to notify us in writing if you have any preferred method of communication or if communication is only to be made through one or more designated individuals.
- 6.4. **Client Identification** - When requested, you will provide the necessary information to enable us to check your identity for the purposes of our statutory and professional obligations.

6.5. Instructions - You will ensure that we know the full background to your matter, give us timely and accurate instructions, tell us promptly of any change in circumstances having a bearing on your matter, respond promptly to our requests for instructions and information and tell us promptly if you have any queries or concerns.

7. DATA PROTECTION

7.1. We will process the personal data that you provide for the following purposes: (i) carrying out work on your instructions, (ii) providing appropriate instructions or information to others working for you, including those located outside the EU, (iii) complying with our legal and professional obligations, (iv) maintaining and using databases of current clients' contacts and (v) verifying your identity.

7.2. We rely on you to obtain any consents necessary under applicable data protection laws to permit you to provide, and us to process, those data for these purposes.

7.3. From time to time we will send information about our firm, legal developments, or forthcoming events to individuals on our databases to whom it may be of potential interest. We may also (for the same purpose) pass contact details from our databases to third parties with whom we are planning particular events or publications. If you (or relevant individuals) would prefer us not to do this with contact details that we hold of individuals within your organisation, please let us know and we will mark our records accordingly.

7.4. If in the course of our work we process personal data on your behalf, we will in that regard act only on your instructions and comply with obligations equivalent to those imposed upon you by the seventh data protection principle (concerning technical and organisation measures to protect personal data).

8. FILES, DOCUMENTS AND ELECTRONIC DATA

8.1. Files and documents - We may store the files and other documents relating to your matters either electronically or in paper format.

8.2. If you ask us to pass you any of your files and documents, we can choose to do so either in paper format or on industry standard electronic storage media. We reserve the right to keep copies of any such files and documents for our own records.

8.3. Other than title deeds and other original documents, we may destroy any papers and records (including electronic records) that we hold relating to your matters after six years.

8.4. We retain copyright in works we prepare unless we have specifically agreed otherwise.

8.5. Electronic deal room and document storage - As part of our services we may provide the use of a web-based electronic deal room and document storage facility. Although information placed in this facility is the subject of contractual undertakings from our external service provider designed to ensure its confidentiality, that information may be stored on servers located abroad under the control of the service provider. We will not be responsible for loss, disclosure or damage resulting from the storage. You must obtain any consents necessary for the processing of the information in this way.

8.6. Unless you tell us not to do so, we may place the information you supply to us in the deal room.

8.7. Access to and use of this facility is subject to the terms and conditions available from the facility website with which you and your staff will be required to comply.

8.8. All files and electronic data will be retained subject to the provisions of the General Data Protection Regulations 2018

9. LIABILITY

9.1. Limitation on our liability - If our engagement letter to you includes a limitation on our financial liability in respect of a particular matter or transaction then the aggregate liability of Manak Lawyers Limited in respect of any and all losses, liabilities, damages, claims,

demands and costs (including any costs we may incur in defending any actions against us) arising out of or in connection with that matter or transaction shall not exceed that limit, whether the liability shall arise in contract, negligence or other tort, breach of statutory duty or otherwise.

- 9.2. However, we do not seek to limit our liability arising from our fraud or reckless disregard of professional obligations or our liability for death or personal injury caused by our negligence or in any way to exclude or restrict our liability other than as is permitted by law and the rules from time to time of the Solicitors Regulation Authority.
- 9.3. **Duty of care** - Our duty of care under this contract and any duty of care we may also owe as a matter of law is a duty owed to you alone. We do not owe a duty of care to any third party and assume no responsibility to any third party in respect of the performance of our duties to you.
- 9.4. We shall not be liable for any failure to fulfil our obligations due to circumstances beyond our reasonable control.
- 9.5. **Liability of others** - If any claim is made against us relating to the provision of legal services to you, our liability shall be limited to a just and equitable proportion of the total loss or damage in respect of such claim after taking account of contributory negligence and the legal responsibility of any other person or organisation (regardless of the ability of that person or organisation to make payment).
- 9.6. If we work on a matter for you with another person or organisation which limits its liability by agreement with you, our liability in respect of that matter shall be limited to the amount which would have applied if that other person or organisation had not so limited liability.

10. CONFLICTS OF INTEREST

- 10.1. We are subject to strict legal and professional obligations not to act for you where we have a conflict of interest. Should a conflict of interest arise, we will discuss the matter with you with a view to resolving the conflict. If we cannot, it may be necessary for us to cease acting for you on that matter or generally and you agree that in these circumstances this will not prevent us from acting for another party involved in the matter giving rise to the conflict. In the absence of a legal conflict of interest, our relationship with you will not prevent us from acting for other clients.

11. INSIDER LISTS

- 11.1. If you are a company and you or any holding company of yours ("relevant company") has any of its financial instruments admitted to trading on a regulated market in an EU member state, we recognise the obligation imposed on the relevant company in relation to insider lists including to ensure that we compile and maintain our own insider list of people at the firm acting for you and with access to inside information.
- 11.2. It will be your responsibility to tell us if the matter we are acting on involves us having access to inside information and what it is but we will be pleased to advise you on what amounts to inside information for these purposes.
- 11.3. The responsible partner referred to in our engagement letter to you will be the principal contact for the purposes of the insider list required to be maintained by the relevant company.
- 11.4. We shall provide a copy of our insider list to you as soon as possible following a written request being made to the responsible partner by any person designated in our engagement letter to you as having authority to communicate with us.
- 11.5. If we introduce you to other professionals or consultants, their responsibility to maintain an insider list in respect of their own personnel will be direct to you and not ours

12. INVESTMENT SERVICES

- 12.1. The firm is not authorised by the Financial Conduct Authority but we are able in certain circumstances to offer a limited range of investment services to clients because we are

members of the Law Society. We can provide these investment services if they are an incidental part of the professional services we have been engaged to provide.

- 12.2. The Law Society is a designated professional body for the purposes of the Financial Services and Markets Act 2000. The Solicitors Regulation Authority is the independent regulatory arm of the Law Society. The Legal Ombudsman deals with complaints against lawyers. If you are unhappy with any advice you receive from us you should raise your concerns with either the Solicitors Regulation Authority or the Legal Ombudsman.

13. COMPLAINTS PROCEDURE

- 13.1. The firm is committed to providing a high-quality service. To maintain this commitment the firm has a formal complaints procedure, a copy of which is available on request.
- 13.2. If you have any query or complaint about our service or a bill, please contact the responsible partner referred to in our engagement Letter to you as quickly as possible so that they may rectify the situation. Alternatively, you may wish to speak to the firm's senior partner who will be glad to discuss any matters you may wish to raise.
- 13.3. If for any reason we are unable to resolve a problem between us, a complaints and redress scheme is provided by the Legal Ombudsman. The Ombudsman can be contacted at PO Box 6806 Wolverhampton WV1 9WJ or by email to enquiries@legalombudsman.org.uk. Normally you will need to refer a complaint to the Legal Ombudsman within six months of you having received a final written response from us about your complaint or within a year of the act or omission about which you are complaining occurring (or you becoming aware of it). For further information, you should contact the Legal Ombudsman on 0300 555 0333 or www.legalombudsman.org.uk.

14. TERMINATION

- 14.1. You may terminate your instructions at any time by written notice to us. We will only stop working for you if we have a good reason to do so including if (i) you do not pay a bill after 30 days, (ii) you do not meet a request to make a payment on account of our fees or expenses, (iii) we cannot obtain clear instructions from you, (iv) we have developed a conflict of interest or (v) carrying out your instructions or continuing to work for you would infringe the law or the rules of the Solicitors Regulation Authority or any other regulatory body with whose rules we are required to or customarily comply.
- 14.2. Termination by you or by us for any of the above reasons will not affect our right to payment for work done up to the date of termination.
- 14.3. Where we cease or suspend work on a matter we will also have the right to cease or suspend work on any other matter for you and may apply, where appropriate, to be taken off the record as solicitor for the matter. However, we would tell you before we took such a step.

15. GENERAL

- 15.1. These terms and our services are governed by English Law and you and we both submit irrevocably to the jurisdiction of the English courts in relation to any dispute between us.
- 15.2. References in this document to "you" or to "our client" means our client as identified in our engagement letter to you or in any separate written communication. References in this document to "terms" means, where the context admits, these terms of business as supplemented by our engagement letter to you.
- 15.3. You may not assign or transfer any rights or benefits arising from the contract we have with you to any third party without our prior written consent.
- 15.4. Unless expressly stated otherwise, nothing in these terms confers any rights on any person pursuant to the Contracts (Rights of Third Parties) Act 1999. These terms may be varied by us without the consent of any third-party beneficiary.

- 15.5.** If any part of these terms is held to be invalid or unenforceable, the remaining terms will continue in full force and effect.
- 15.6.** If in the future the business of Manak Lawyers Limited is transferred to a new entity (including, without limitation, a limited company or a merged entity) you agree to the novation of any contract or contracts that we have with you to the new entity provided that we notify you of the transfer. The novation will take effect on the date of the transfer to the new entity. The novation will only affect rights and obligations under the contract or contracts with effect from the date of the transfer. From the date of transfer services will be provided to you by the new entity in place of Manak Solicitors and your rights under subsisting retainers will be exercisable only against the new entity.



Commercial & Employment

Residential Conveyancing

Commercial Conveyancing

Family

Wills & LPAs

Estate Administration

Immigration

Landlord & Tenant

Debts & Disputes

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