

# Terms of Business

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### 1. Definitions

In these conditions “we” or “our” or “us” refers to Isadore Goldman Limited (Company No. 08377344) trading under the business names of Isadore Goldman and Isadores; “you” or “your” refers to the purchaser of legal services from us; and “Retainer Letter” means the letter we send to you when you instruct us and which sets out the basis upon which we will carry out your instructions.

### 2. Basis of the Retainer

- 2.1 We will only act for you on the basis of our Retainer Letter (and accompanying Charging Rate table) and these conditions. In the event of any conflict between these Terms of Business and any provision in the Retainer Letter then the Retainer Letter shall prevail. They override any terms and conditions you suggest unless we agree otherwise in writing.
- 2.2 You confirm that the scope of our work for you as detailed in the Retainer Letter and other written communication is sufficiently described. Our services will not include advice on tax related issues, the tax implications of any transaction, pensions or tax planning strategies as we are not qualified to advise you. If you have any concerns in this respect please raise them with us immediately.

### 3. Our Charges and Expenses

- 3.1 Our charges are calculated principally by reference to the time spent by the lawyers and other members of staff engaged in your case. This will include advising, meeting with you and others, dealing with the papers, making notes, research, correspondence, telephone calls, travelling and waiting time. The current rates for all lawyers and staff are attached to our Retainer Letter which accompanies these conditions. Routine letters and emails that we write and routine telephone calls that we make or receive will be recorded as units of 1/10<sup>th</sup> of an hour. Longer or more complicated letters, emails or telephone calls will be recorded on a timed basis. These rates do not include VAT which will be added to your bill.
- 3.2 Our charge-out rates are reviewed annually on 1 January and may increase from those set out in the documents accompanying your Retainer Letter. We shall keep you informed of any changes. If you have any query about the revised rates please contact us immediately.
- 3.3 In addition to the time spent we may take into account a number of additional factors which include the complexity of the issues in your matter, the expertise or specialist knowledge that the case requires and, if appropriate, the value of the action. Our rates may be higher if, for example, the matter becomes more

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complex than expected or if any urgent work or work outside normal office hours arises. We will of course notify you in advance if this becomes relevant.

- 3.4 It may be very difficult to give an accurate estimate of the costs which will be incurred on your behalf based on the time likely to be spent. The amount of work involved will to a large extent depend on how the matter develops. We will endeavour to provide you with an estimate in our Retainer Letter. This is not a fixed figure. The costs may be lower than that, but we hope this is helpful to give you some idea as to what we believe will be your maximum exposure whether or not we make any recovery from the other side. If the maximum estimate is likely to be exceeded, we shall of course give you as much warning as possible and explain why this has happened.
- 3.5 If you wish we can provide you with an approximate estimate of costs, say, at 6 monthly intervals or as the case proceeds to its next stage, so you can review the matter regularly and if need be set a limit on what you are prepared to expend. If you wish us to do this, please let us know in writing for our records. We will in those circumstances inform you as soon as it appears the limit may be exceeded and will not exceed that limit without first obtaining your consent. If we do not hear from you, we will not provide estimates on a regular basis but will at appropriate stages give you as much costs information as we can, for example if the case is going to trial.
- 3.6 In addition to the charge out rates there will be certain extra expenses or disbursements which we may have to pay on your behalf such as court fees, counsel's or agent's fees which you will have to pay. We will also charge for any related travelling expenses including car mileage, train and air fares and hotels. Where travelling by train or air we will generally purchase economy or standard class tickets but reserve the right to purchase business or first-class fares at our discretion where we deem it appropriate. Normally we would ask for these expenses and disbursements to be paid by you in any event before our costs. It is difficult to estimate how much these will be, but they will be incorporated in your bill when it is rendered.
- 3.7 You will be required to provide to us with money on account of our anticipated costs, expenses and disbursements before we start or continue to work on your matter. Any amount required will be confirmed in our Retainer Letter. This will vary according to each individual case and is at the discretion of the lawyer/staff member, but this will be needed to cover, as a minimum, counsel's fees and court fees. We reserve the right to ask for further sums on account if needs be as the matter progresses and shall use those monies to discharge in part or completely any bill which we render to you. Please note that we will not open a separate deposit account for you in respect of any monies held on your behalf. We shall nevertheless account to you for interest earned on these monies at the same rate as we would otherwise have received from our bank unless the sum is less than £50 in total. Please see clause 9 below.
- 3.8 If you fail to provide the required monies on account or fail to pay any interim bill raised, we shall deem this to be a breach of your agreement with us under the terms of our retainer in which case we reserve the right to refuse to carry out any further work. We shall also ensure that if payment is not made a charge is rendered for work done up to that date and until such time as our outstanding fees are paid we shall retain your papers and if need be sue you to recover outstanding fees.
- 3.9 In the event that you fail to pay us monies on account or fail to pay any interim bill raised or fail to provide instructions required when requested to do so we also reserve the right to apply to the court for an order

declaring that this firm has ceased to act on your behalf and to charge you for the costs of making any such application. Any such application will not affect or prejudice our right to retain your papers until any outstanding costs due to us are paid.

- 3.10 In the event that you request further and/or updated information on our costs we will reserve the right to charge you for the time spent by us.
- 3.11 We are required to comply with various statutory and regulatory requirements such as the Money Laundering Regulations (as discussed at clause 15 below) in relation to our retainer with you. The work done, and any other actions that we may be required to take, to comply with those regulations will include a cost.
- 3.12 For UK clients, we reserve the right to apply an administration fee of £25 plus VAT where we are acting for an individual and £40 plus VAT whether we are acting for an organisation such as a corporate entity or trust in respect of various administrative functions and identity searches that we are required to undertake (“Client Onboarding Fee”). This fee will only be charged once we have entered a retainer with you and will appear on your first invoice. We reserve the right to increase the charges in proportion to an equivalent increase in the fees charged to us by our 3<sup>rd</sup> party search and screening providers.
- 3.13 We will also charge the Client Onboarding Fee (or such revised fee as shall be charged for such administrative functions and identity searches at that time) should you instruct us on a further matter more than one year after these searches have been performed.
- 3.14 For non-UK client’s additional fees will be applicable.
- 3.15 We will not charge a Client Onboarding Fee if you are (i) FCA registered (ii) a listed plc (iii) a UK Law firm (iv) an Insolvency Practitioner.
- 3.16 We will apply a fee for administrative functions in relation to the set up and ongoing support of an online data room. These fees will be different on a case-by-case basis depending on the extent of the online data room and will be set out in your retainer letter.
- 3.17 Rates for additional services are set out below:

Bank transfers by CHAPS	£30.00 plus VAT.
Bank transfers outside of the United Kingdom	£40.00 plus VAT or as advised.
Bank transfers in any currency other than GBP	£40.00 plus VAT or as advised.

#### **4. Billing Arrangements and Assessment**

- 4.1 Our normal practice will be to send you an interim bill for our charges and expenses at the end of each month. If an interim bill is sent it will be treated by us as a final self-contained bill for the work undertaken

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in that period which means that we can sue you on it if you fail to pay. You are entitled to ask for those costs to be assessed within certain time limited. See condition 4.3 below.

- 4.2 Our bills must be settled within 7 days of being rendered unless there is an express agreement in writing that the period is extended. Interest will be charged on unpaid bills (whether wholly or partly unpaid) on the expiration of the 7-day period at the rate of 8% per annum.
- 4.3 You do have the right to ask the court to review our fees and check that our costs and expenses charged to you are not unreasonable, particularly if you are not happy about the number of hours spent by us. You must make this application - we will not do it for you. This is known as "assessment" and the lawyer/staff member dealing with you will explain this further if you wish. If you ask the Court for this within one month of the delivery of our bill to you, the court will automatically order that the bill be assessed. If you fail to make an application within one month the Court may order our costs to be assessed but possibly only subject to conditions. If you make no application within 12 months of the date the bill is rendered to you the Court is unlikely to direct that our costs are assessed unless there are exceptional circumstances. This applies in litigation matters only.
- 4.4 Alternatively when we deliver our bill, you are entitled to ask us within 3 months of the date of the bill to provide a more detailed account of the work we have carried out. Please be aware that if the detailed account, once prepared, shows a higher figure than our original bill, you will have to pay the larger amount. You will not have to pay any of our costs in preparing the detailed bill which you have requested.
- 4.5 If you do have any complaint on our bill please address it to the supervising director identified in our Retainer Letter, or if they are dealing with your matter personally, to Andy Taylor.
- 4.6 You have primary liability for payment of our charges and expenses in all cases even if an indemnity for costs or an order for costs is obtained from or against someone else.

## **5. Other ways of Funding Legal Costs and Expenses.**

- 5.1 If you have insurance which may cover the costs and expenses for any matter you must tell us so that we can investigate. You may have a specific insurance policy or cover under a more general insurance policy.
- 5.2 We will discuss with you in each case whether our charges and expenses might be paid by someone else; even if they might be, you are initially responsible for paying our charges and expenses and any further charges and expenses incurred in seeking recovery from someone else. Please also note that in contentious cases even if you win your opponent is unlikely to be ordered to pay all of the charges and expenses you have incurred or it may not be possible to recover all of them, particularly if your opponent does not have the means to pay. It is very important for you to understand that whatever costs and expenses you may recover from your opponent will be limited to the budget which may have to be filed by us with the Court during the proceedings. The Court now takes a far more active role in determining what costs and expenses may be payable by the other party and this in turn may widen the gap between what you must pay to us as your lawyers and what contribution is due to be paid by the losing party to you. This covers both our costs, and expenses such as counsels' fees which we may incur on your behalf.



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- 5.3 If you get an order from the Court that someone else should pay some or all of the charges and expenses that you have incurred you can usually claim interest from the date of the order. If you are successful and costs and interest are recovered from the other side, then to the extent that any of our charges remain outstanding and not yet paid by you, we shall retain all or some of those costs and interest recovered and apply them to our outstanding costs by way of deduction.
- 5.4 There may be occasions where having requested money on account you are not able to provide it in cash terms. We may then consider asking for security for our costs, such as a mortgage or charge over property you own. If that is agreed, please note that by providing us with a mortgage or charge we are not (unless we expressly agree to the contrary) giving up any rights we have to retain your papers we hold and in particular the lien which we have under section 73 of the Solicitors Act 1974 over any monies which are recovered in the proceedings upon which we are or have been retained by you. If you do not understand this please ask and we shall explain.

## **6. Other Parties' Charges and Expenses**

- 6.1 If you are unsuccessful in proceedings commenced or defended against another party, you will normally have to pay (in addition to all our costs, disbursements and expenses) that party's costs subject to an assessment of those costs if necessary, by the Court. You should be aware that those costs may be linked to a budget which we have agreed with your opponent – see condition 5.2 above. Please ask us if you would like more information.
- 6.2 If, during the course of the proceedings, the question of mediation or alternative dispute resolution (“ADR”) arises, it is important this is considered by you. If you reject mediation or ADR this may have adverse costs implications for you, particularly if you ultimately win your case. We shall be happy to explain this to you at any time.

## **7. People Working for You**

The Retainer Letter will specify who will carry out work for you, what their status is, who their supervisor is and provide an indication of other people who may work on the matter. We try hard to avoid changing those people but if this cannot be avoided, we will notify you promptly. In the event of other people not named in our Retainer Letter becoming involved, we reserve the right to charge at the applicable rate for that person, but that rate will not exceed the highest rate referred to in the documents accompanying the Retainer Letter unless we have given you prior notice.

## **8. Your Money**

- 8.1 If we have to make a payment on your behalf then we must be provided with cleared funds before the proposed date for payment. A cheque needs at least five working days from receipt to clear. Please be aware that any monies we hold on your behalf will form part of your compensation limit (currently £85,000 as at the date of these terms) under the Financial Services Compensation Scheme ([www.fscs.org.uk](http://www.fscs.org.uk)).

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8.2 This firm will not be liable for any losses which result from any banking failure. If you are in any doubt or uncertainty regarding the monies which we intend to hold for you at National Westminster Bank plc you must advise us immediately.

## 9. Interest

9.1 In accordance with the Solicitors Accounts Rules 2019, it is the firm's policy to account to its clients for interest on a fair and reasonable basis for both the client and the firm. As required by the Solicitors Regulation Authority, the firm must ensure that client money is (1) kept safe and available for the purpose for which it is provide; and (2) separate from funds belonging to the firm.

9.2 Client money must be held in a client account and in doing so, these funds are protected from being used to cover any liability to the bank by the firm. There are two types of client account namely a general client account where most client money is held and a designated client account. Accordingly:

9.2.1 When monies are received on behalf of the client, it will be paid into our general client account currently with National Westminster Bank Plc ("NatWest"), who are the firm's bank. The general client account will hold pooled amounts for different matters for our clients. These are held on an instant access account to facilitate the transaction. Clients are unlikely to receive as much interest as might have been obtained had they held the funds and invested the money by themselves.

9.2.2 Subject to the provisions of this policy, if we hold money in a general client account on a client's behalf, the firm will account to the client in respect of interest earned on the money held in the general client account. We will usually calculate and pay interest once your matter has been concluded, unless interim payments are appropriate.

9.3 In determining the period over which interest is to be calculated, the firm will look at the following:

9.3.1 the period between the date when the relevant funds received by the firm clear the general client account; and

9.3.2 if the firm sends the funds electronically, the date when the funds are sent or, if the firm sends the funds by cheque, six days after a cheque is raised.

9.4 In calculating interest, the interest rate applied is based on a calculation of 2.5% below the base rate as set by the Bank of England (subject to a net minimum rate of 0%). We will review the interest rates regularly and also whenever the Bank of England changes its Bank Rate.

9.5 The firm will not account for any interest in the following situations:

a. If the amount calculated is £50 or less. Below that sum we consider that the administrative costs of dealing with the funds would exceed the interest due.

b. On money held for the payment of a professional disbursement if the person to whom the money is owed has requested a delay in settlement.

- c. On an advance from the firm into the general client account to fund a payment on the client's behalf in excess of funds already held for the client in that account.
- d. If there is an agreement to contract out of the provisions of this policy.
- e. Where the money held is less than the amounts detailed below for a time not exceeding the period indicated in the right-hand column.

<u>Amount</u>	<u>Time</u>
£1,000	8 weeks
£2,000	4 weeks
£10,000	2 weeks
£20,000	1 week

- 9.6 If the firm holds sums of money intermittently on the client's behalf in the firm's general client account during the course of acting, and the sum in lieu of interest calculated for any single period is £50 or less, the firm will only account to the client if the total interest exceeds £50.
- 9.7 Interest is paid gross and it is the client's responsibility to declare gross interest received to HMRC.
- 9.8 Interest is paid by NatWest to the firm on the aggregate of all client money held in the general client account and, subject to any interest paid to the client, is for the benefit of the firm. If the bank in which the firm holds funds should fail, the firm reserves the right to disclose to the Financial Services Compensation Scheme, the names and other details for clients whose money is held on the general client account in order for the client to claim compensation. As per clause 8.1 above, the limit is currently £85,000.
- 9.9 If agreed between the client and the firm that client monies should be held in a separate designated client account, the firm will account to the client for all the interest earned on that account.
- 9.10 We will review the firm's policy annually to ensure that it continues to deliver a fair outcome to clients.

## 10. Off-premises and distance contracts

This section is applicable to individuals only. It applies to distance and off-premises contracts and includes information about your cancellation rights.

If we have not met you in person, and you will have received and signed documentation for example by email and/or post such as our Retainer Letter and/or our Terms of Business, this will be by way of "distance" contract or if we have taken instructions from you away from the business premises i.e. if we have met you at home, this will be "off-premises" contract.

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You have the right to cancel your contract within 14 days without giving any reason. The cancellation period will expire after 14 days from the day you receive this Retainer letter.

To exercise the right to cancel, you must inform us of your decision to cancel your contract by a clear statement (e.g. a letter sent by post, fax or email). You may use the model cancellation form (see last page), but it is not obligatory.

If you cancel this contract:

- (a) and you had requested us to begin the performance of services during the cancellation period, you shall pay us an amount which is in proportion to what has been performed until receipt of your cancellation of your contract; or
- (b) if you had not asked us to commence delivery of the services, we will reimburse to you all payments received from you, including the costs of delivery (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us).

We will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel your contract.

The SRA Standards and Regulations 2019 sets out the standards and requirements expected of us to achieve and observe, for the benefit of the clients we serve and in the public interest.

## **11. Providing exempt financial services**

We are not authorised by the Financial Conduct Authority. If while we are acting for you, you need advice on investments, we may have to refer you to someone who is authorised to provide the necessary advice. However, we may provide certain limited investment advice services where these are closely linked to the legal work we are doing for you. This is because we are members of the Law Society of England and Wales, which is a designated professional body for the purposes of the Financial Services and Markets Act 2020.

The Solicitors Regulations Authority is the independent regulatory arm of the Law Society. The Legal Ombudsman is an independent complaints-handling body. If you are unhappy with any investment advice you receive from us, you should raise a complaint in accordance with our complaint's procedure.

## **12. Conflicts of Interest**

Conflicts between your interests and those of another client can arise. If they do, we may have to stop acting for you and/or the other client involved. For example, if we discover information whilst acting for another client, which we would normally be bound to disclose to you, and such disclosure would conflict with our duty to the other client, then a conflict will arise. If that happens, we have the right to withhold that information and to end our retainer. If we have to do that then all the charges and expenses together with VAT up to the date of termination will be charged and become due.

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### **13. Partnerships and Companies and Directors/Members Personal Guarantee**

- 13.1 If our instructions are from a partnership, limited liability partnership (LLP), company, corporation, society, unincorporated association or trust, we will assume that we are entitled to take instructions from any partner, member, officer (such as a director or secretary), committee member, trustee (as appropriate), or senior employee unless you inform us, in writing, that we may not do so.
- 13.2 If our instructions are from a partnership each of the partners is jointly and severally liable for payment of our bill(s).
- 13.3 If our instructions are from a company, the directors will be personally liable (jointly and severally) for our charges if the client company does not pay our invoices when they are due for payment. If this happens, we reserve the right to credit the invoice to the company and issue invoices to any one or more of the directors.
- 13.4 If our instructions are from a LLP, the members will be personally liable (jointly and severally) for our charges if the LLP does not pay our invoices when they are due for payment. If this happens, we reserve the right to credit the invoice to the LLP and issue invoices to any one or more of the members.
- 13.5 If our instructions are from a corporation, society, unincorporated association or trust ("organisation"), the executive officers/trustees of the organisation will be personally liable (jointly and severally) for our charges if the organisation does not pay our invoices when they are due for payment. If this happens we reserve the right to credit the invoice to the organisation and issue invoices to any one or more of the executive officers/trustees.
- 13.6 The personal obligations under conditions 13.2 to 13.5 above are reflected in the Retainer Letter and specifically draw your attention to relevant provisions contained therein.

### **14. Communication between Us and You**

- 14.1 We are confident of providing a high-quality service in all respects. If you have any queries or concerns about our work or your bill you should first raise them with the person carrying out the work or his or her supervisor. If that does not resolve the problem to your satisfaction or you would prefer to speak to someone else, then you should contact Andy Taylor. A copy of our Complaints Handling Policy is available upon request.
- 14.2 We will try to resolve problems that may arise. It is therefore important that you immediately raise any concerns you have with us. We value your instructions and would not want to think that you had reason to be unhappy. If you are not satisfied with our handling of your complaint, you can ask the Legal Ombudsman. Their contact details can be found at [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk). Normally, you will need to lodge a complaint to the Legal Ombudsman within six months of receiving a final written response from us about your complaint.
- 14.3 We will assume, unless we hear from you to the contrary, that we may correspond with you by way of any email address that you give to us. Such communication is capable of data corruption and therefore we do not accept any responsibility for changes made after emails have been sent. It may therefore be

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inappropriate to rely on the content of any email without written confirmation of it from us. We do not accept responsibility for any errors or problems that may arise through the use of email communication and all risks connected with sending sensitive information by this method are borne by you. If you do not agree to accept this risk, you should notify us in writing immediately that email is not an acceptable means of communication. It is your responsibility to carry out a virus check on any attachments received.

- 14.4 If you have any form of disability which makes it difficult to make use of our services, please inform us and we will do our best to assist.

## 15. Money Laundering

- 15.1 We are obliged to comply with all UK laws and regulations to counteract money laundering and other criminal offences (including tax offences whether in breach of UK tax laws or tax laws of any other country). This means that we need to obtain evidence of your identity as a prerequisite to accepting instructions. Furthermore, any transaction in which you are involved which deals with cash or with monies whether or not it is remitted from overseas may not be completed or progressed within a period of less than 8 working days. For this reason, we do need to be told at the beginning of our retainer by what means (cash or cheque) any money is to be transferred by you to us for any transaction. If it is to be by cheque, then we will need to know from which account(s) these have been drawn. We reserve the right only to accept cash up to £500 in settlement of any account we raise or in respect of any transaction which we are to complete on your behalf. If you do try to deposit cash with our bank direct we reserve the right to charge for any additional checks we need to carry out in connection with the source of the payment. Solicitors are under a professional and legal obligation to keep the affairs of the client confidential. This obligation is, however, subject to a statutory exception: money laundering regulations and terrorist financing have placed lawyers under a legal duty in certain circumstances to disclose information to the Serious Organised Crime Agency. It is therefore important that you provide us with all or any information which we require of you on any matter fully and frankly and to any third party that we use for the purpose of satisfying money laundering regulations for which we are entitled to charge for as a disbursement.
- 15.2 In certain circumstances the above obligations may cause us to take the decision that we must stop acting for you. Where a lawyer knows or suspects that a transaction on behalf of a client involves money laundering, the lawyer may be required to make a money laundering disclosure. In such a situation it is likely that we would be prevented from explaining to you the reasons why we have decided to stop acting or that a disclosure has been made or the reasons for it because the law prohibits "tipping off". This means that if it becomes necessary to make such a disclosure, we may not be able to inform you that it has been made or of the reasons for it. We should make it clear that if in the course of complying with our statutory money laundering obligations we take a decision in good faith and our decision is subsequently shown to be unfounded, we will not be liable to you for any direct or consequential losses arising out of our decision.
- 15.3 We do not tolerate tax evasion, or the facilitation thereof in any circumstances, whether committed by or facilitated by a client, personnel or associated persons/companies.

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## 16. Service Levels

### Your responsibilities

- 16.1 You will provide us with clear, timely and accurate instructions.
- 16.2 If we are to meet your expectations of our performance, we need your co-operation. From time to time, we need information and instructions from you, and we may need decisions by you at certain stages of our work. As your agents, we can only act on information and instructions given to us.
- 16.3 We rely on you to provide us with all relevant information on a timely basis and to tell us as soon as possible of any change of circumstances. If we require information or decisions from you and they are not provided to us, we accept no liability for the effects of delays and other consequences which may thereby arise.
- 16.4 As your lawyers we are under a duty to take positive steps to ensure that you appreciate at a very early stage of any litigation the importance of not destroying documents, records or data which might possibly have to be disclosed. That obligation is a continuing one and it is therefore important that you let us have all records and data at the very beginning and advise any third parties holding any relevant records or data on your behalf to retain such information and for the purposes of the litigation. We would also refer you to our Disclosure Guide which will accompany the Retainer Letter in respect of any litigation matters.

### Our responsibilities

- 16.5 We will update you with progress on your matter regularly. The frequency of our communication with you will depend on the immediate demands of the service required, the complexity of the matter we are handling for you, and your budget for costs.
- 16.6 We endeavour to communicate with you in plain language and explain to you the legal work required as your matter progresses.
- 16.7 We will update you on the cost of your matter at regular intervals, which may be monthly, quarterly, half-yearly or at a significant stage in the delivery of services to you.
- 16.8 We will update you on whether the likely outcomes still justify the likely costs and risks associated with your matter whenever there is a material change in circumstances.
- 16.9 We will update you on the likely timescales for each stage of this matter and any important changes in those estimates.
- 16.10 We will review your matter regularly.

## 17. Limitation of Liability and Professional Indemnity Insurance

- 17.1 We hold professional indemnity insurance which, in accordance with the Solicitors Indemnity Insurance Rules, currently provides a compulsory minimum level of cover of £3 million for an LLP or limited company.



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- 17.2 The aggregate liability of Isadore Goldman Limited, its directors, employees and agents whether in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs, expenses and/or interest arising under or in connection with our professional legal services, and suffered or incurred directly or indirectly by you together with such other parties as we and you should have agreed may have the benefit of and rely upon our professional legal services on the terms thereof shall be limited to £10,000,000.
- 17.3 Nothing in our Retainer Letter or these conditions shall exclude or restrict our liability to you for death or personal injury resulting from our negligence, or for fraudulent conduct or misrepresentation or in any other circumstances where liability may not be so limited under any applicable law.
- 17.4 Subject always to the limit in condition 17.2 above, our liability to you shall be limited to such sum as it would be just and equitable for us to pay having regard to the extent of our responsibility for the loss, damage, cost or expense and the responsibilities of all other persons. For the avoidance of doubt, this condition shall not apply so as to reduce any liability of Isadore Goldman Limited, its directors, employees and agents below the minimum Limit of Liability prescribed by the SRA Indemnity Insurance Rules.
- 17.5 You agree that our liability should not be increased by:
- (a) Any limitation, exclusion or restriction of liability all or any of you agree with any other person or any joint insurance or co-insurance provisions between all of you and any other person; and/or
  - (b) Your own inability to recover from any other person or your decision not to recover from any other person.
- 17.6 Any director, employee, or agent of Isadore Goldman Limited may rely upon and enforce this limitation in that person's own name and for that person's own benefit.
- 17.7 We will not be liable to you in the event that you suffer any losses, claims, damages or expenses as a result of the provision to us by, or on behalf of, you of incorrect information or non-disclosure of material information.
- 17.8 It is a condition of our professional indemnity insurance that we notify our insurer and/or broker of any circumstances which may give rise to a claim against us. In doing so, we may disclose documents and information to our insurer, broker and insurance advisers on a confidential basis. Our insurers and brokers are contractually obliged to keep all information we pass to them strictly confidential.
- 17.9 Full details of our professional indemnity insurance can be provided upon request.

## **18. Inspection and Storage of Papers and Documents**

- 18.1 Documents on your file will normally belong to you as the client save for all documents prepared for our benefit and protection. Documents prepared for our benefit and protection include all attendance notes on the file, whether they record conversations with you or with any third party, and internal emails. Such attendance notes and internal emails always remain our property and will not, without our written permission, be available for you or any other person to see.

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18.2 Following termination of our retainer we will either store your file without charge to you for six years or such longer period as we reasonably consider to be necessary. After that time we will confidentially destroy them. Alternatively, we may convert your file to a digital only copy in which case we will destroy your file or send it to you if you request us to do so in writing.

18.3 Where we have to retrieve papers or documents from storage in relation to continuing or new instructions to act in connection with your affairs we reserve the right to charge for that retrieval. We may also charge for copying and/or reading correspondence and papers or other work necessary to comply with those instructions given by you or on your behalf.

## 19. Data Protection Policy

19.1 You acknowledge that we may collect, store and process certain personal data about you and, where you are an employee of a company, about the company's servants or agents. This data will be processed in accordance with our privacy policy.

19.2 The data will be used for anti-money laundering checks, to provide legal and associated services and for the purposes set out below. Other than as set out below the data will not be used other than in the normal course of our business.

19.3 We may disclose information about you to our financiers, insurers, credit reference and debt recovery agencies and any regulatory body or any other person if required to do so by law. If we are to share your personal data with any other third parties not mentioned above, we will advise you in writing with whom we propose to share your data and for what purposes the data will be shared. We will also seek your explicit consent to provide such data to the third parties. The third party will add this information to its records and this may be seen by other organisations that carry out credit assessment searches.

19.4 We may use the data to notify you about other legal or financial services that we offer related to any services that we have provided to you. This communication may be by post or email. We may also provide you with an opportunity to opt in to receiving further marketing information.

19.5 You may request at any time that we stop using your information; stop sending information to you or that we stop passing your information to third parties; restrict our use of your information or request any incorrect or incomplete data is corrected accordingly, by writing to us. If you withdraw consent to credit reference checks we may refuse to do any further work for you.

19.6 You can obtain details of the personal data that we hold by writing to us to request this.

19.7 We may disclose your information to any person that we propose to transfer our rights and/or responsibilities under any contract with you, to which these conditions apply, or to whom we transfer our business or a relevant part of our business. Any such person shall be entitled to process your data in the manner set out in these conditions.

19.8 Information about you may be transferred outside the UK jurisdiction (which countries may not provide similar protection as the UK) for the purposes of carrying out your instructions. We are obliged to carry out

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necessary investigations to ensure these countries have suitable data protections in place when handling your personal data. By agreeing to be bound by these conditions you consent to this transfer of information.

19.9 We use third party service providers to help us deliver efficient, cost-effective legal services. This may include dictation, document/information hosting, sharing, transfer, analysis, processing, or storage. We ensure all third-party service providers operate under service agreements that are consistent with our legal and professional obligations, including in relation to confidentiality, privacy, and data protection. If you instruct us to use an alternative provider for storing, sharing, or exchanging documents/information, we are not responsible for the security of the data or the provider's security standards.

## **20. Electronic Communication**

20.1 We may provide our services via remote working and have taken steps to ensure that in doing so our systems and working practices are secure so as to preserve client confidentiality.

20.2 There are inherent risks associated with communication by email, SMS and other internet-based systems. Please make sure that you also have a proper means of checking for viruses and other malware in any emails and attachments, especially those received by you from third parties. We will be entitled to regard any email with which you provide us to communicate with you as secure and to assume that you have consented to the risks associated with the use of that email.

20.3 We cannot accept responsibility for the accuracy or completeness of the content of emails or any attachments once they have left our server (including any corruption or alteration which may have occurred after sending).

20.4 From time to time we may use software intended to filter out unsolicited and/or undesirable emails and this may inadvertently reject legitimate emails from you or in relation to work we are carrying out for you. We cannot accept liability for the consequences where emails do not reach their intended recipient as a result of such software.

20.5 We will not accept text messages or other forms of social media as a means of providing us with specific information, authority or instructions, as we cannot be sure of their security nor their timely receipt.

## **21. Disclosure of Advice**

Our advice is provided to you and may not without our consent be disclosed to anyone else. You may not refer to us or our advice in any further communication or document without our prior written consent.

## **22. Independent Services**

When we are asked to recommend the services of someone else (such as Counsel, a surveyor, accountant or foreign lawyer) we will always do so in good faith. However, we give no warranty in respect of that standing, ability or quality of the services of that person. We do not accept liability for that person's services and you will have a contract with that person but not with us in respect of that person's supply of goods or services. You will be solely responsible for the charges and expenses of that person.

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### **23. Retention of Work and Counsels' Opinions**

We may choose to keep copies of work produced or obtained by us whilst representing you. These may be kept on our internal know-how databases but will be accessed only by our staff. We will comply with the SRA guidance in any use of counsels' opinions.

### **24. Termination**

- 24.1 You may terminate your instructions to us in writing at any time, but we will be entitled to keep all your papers, documents and any sums which we hold in our client account (which may either be funds which you have provided or which we have recovered on your behalf) whilst there is money owing to us for our charges and expenses. This is known as a lien for unpaid costs.
- 24.2 In some circumstances we may consider we ought to stop acting for you, for example, if you cannot give us clear or proper instructions as to how we are to proceed or if it is clear that our relationship with you has broken down. We may also decide to stop acting for you, for example if you do not pay an interim bill or do not comply with our request for a payment on account. If we take this step, we will advise you in writing and give reasons where we can.
- 24.3 To facilitate any termination, we may provide you with a Notice of Change of Solicitor which we will ask you to sign so that you take over the case from us.

### **25. Equality and Diversity**

We are committed to promoting equality and diversity in all of our dealings with you, other people and our employees. Please contact us if you would like to receive a copy of our equality and diversity policy.

### **26. Invalidity of any Contractual Term**

If any provision of these conditions is held by a Court or competent authority to be invalid or unenforceable in whole or in part the validity of the remainder of these terms and conditions and of the remainder of the provision in question shall not be affected by that decision.

### **27. Publicity**

Unless we receive your written instructions to the contrary, we may disclose:

- 27.1 that you are a client of Isadore Goldman Limited; and
- 27.2 our involvement in a matter on your behalf to the extent either the information we disclose is in the public domain or the disclosure is agreed by you.

Unless we receive your written instructions to the contrary, we may also disclose on a confidential basis, as part of any submission to any legal directory, reasonable details of any matter on which we have acted for you provided that a) we do not identify you in that submission and b) you cannot easily be identified from the content of the submission.

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## 28. General

- 28.1 Our advice is given on the basis of the laws of England and Wales. To the extent that we advise on documents governed by the laws of other jurisdictions, we will not be advising on any specific implications of the laws of those jurisdictions.
- 28.2 These conditions are governed by English law and any disputes arising in connection with these conditions are subject to the exclusive jurisdiction of the English Courts.
- 28.3 Our contract is personal between you and us and is not intended to confer any rights of enforcement on anyone else.

## 29. Disclaimers

### Tax

- 29.1 We are not qualified to advise you on the tax implications (including SDLT) of transactions you instruct us to carry out, or the likelihood of them arising. Whilst we may produce and file on your behalf an SDLT return in respect of your transaction, we are not able to advise on whether these are correctly completed for your purpose or circumstances, and you must obtain your own tax advice upon such SDLT returns and advise us of any changes you wish us to make before we file it.

### Planning in property transactions

- 29.2 We will not advise you on planning law or the planning implications of your proposed transaction, unless specifically requested to do so by you, other than by reporting to you on any relevant information provided by the results of relevant searches and replies to enquiries.

### Other property disclaimers/Environmental

- 29.3 It is not our responsibility to carry out a physical inspection of the property nor advise on the valuation of the property nor the suitability of any financial arrangements. We shall not advise generally on environmental liabilities where we shall assume, unless you tell us to the contrary, that you are making your own arrangements for any appropriate environmental survey or investigations.
- 29.4 We may apply for relevant searches on your behalf, including environmental and flood searches. However, we will not advise you upon the contents of such search results, including the risk of the property being affected by contamination or flooding. We are not qualified to advise on the results of any search made in that respect. This is particularly significant in respect of the potential liabilities that may arise at some future point in time as a result of land contamination or flood risk that are having increasing significance. If you have any doubts, please discuss your concerns with us.
- 29.5 If we are instructed on purchase or refinance and we are also acting for your proposed lender, we have a duty to fully reveal to your lender all relevant facts about the purchase and the mortgage. This includes any

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differences between your mortgage application and information we receive during the transaction and any cash back payments or discount schemes that a seller is giving you.

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**Isadore Goldman Limited Cancellation Form**

To: Isadore Goldman Limited of Suite 316,3<sup>rd</sup> Floor, 70 Gracechurch Street, London EC3V 0HR

I/We [*insert name*] hereby give notice that I/we cancel my/our agreement for the supply of services from Isadore Goldman Limited.

The Reference Number: (this can be located on any correspondence you may have received from Isadore Goldman Limited).

Received on (this is the date on which you received your retainer letter from Isadore Goldman Limited).

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Date \_\_\_\_\_

Isadore Goldman Limited is authorised and regulated by the Solicitors Regulation Authority (SRA number 598736) Company No 8377344  
Registered office: Suite 316,3<sup>rd</sup> Floor, 70 Gracechurch Street, London EC3V 0HR

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