



ARISTONE
SOLICITORS

Terms of Business



Aristone Solicitors

1 General

- 1.1 These Terms of Business together with any letter which we may send you confirming your instructions to us and outlining your matter ('Engagement Letter'), and if applicable any funding agreement document, are referred to as the 'Terms'. The Terms form the contract between you and Aristone Solicitors. In the case of any conflicting provisions, the Engagement Letter and funding agreement documentation take precedence.
- 1.2 In these Terms, "we", "us" and "our" mean Aristone Limited (company number 11373276) trading as Aristone Solicitors, whose registered office is Ground Floor, 12 Cardiff Road, Luton, Bedfordshire, LU1 1QG, and (where the context permits) any successor or assignee.
- 1.3 Aristone Limited trading as Aristone Solicitors is authorised and regulated by the Solicitors Regulation Authority ('SRA') (under no. 649717), whose rules can be found at www.sra.org.uk/solicitors/standards-regulations/
- 1.4 The expressions 'you' or 'your' refer to you, our client.
- 1.5 These Terms are subject to change from time to time and are updated on our website at www.aristonesolicitors.co.uk and are correct at the time of issue.
- 1.6 **Payment and Continuity of Service**
Our ability to act for you, and to continue acting for you, is dependent on the timely payment of our bills and proper engagement with us regarding any payment issues. We operate on the basis of prompt payment and active communication. Failure to pay our bills when due, or to engage meaningfully with us about any delay, may result in work being suspended or our ceasing to act for you in accordance with section 9 (Payment).

2 Provision of Advice (our responsibilities and your responsibilities)

- 2.1 We aim to offer our clients quality legal advice with a personal service at a fair cost. We hope it is helpful to you to set out in this statement the basis on which we propose to provide our professional services.
- 2.2 As the work we do on your behalf (your 'matter') progresses *our responsibilities are:*
 - 2.2.1 Treat you fairly and with respect.
 - 2.2.2 Act in your best interests and always keep your information confidential.
 - 2.2.3 Communicate with you in plain language.
 - 2.2.4 Advise you on the likely timescale of the matter, where it is possible to do so, and keep you informed of any changes to it.
 - 2.2.5 Do our best to reply quickly to correspondence.
 - 2.2.6 Keep you informed of progress and the work that we are doing on your behalf, including any changes to the law that might have a bearing on your instructions.
 - 2.2.7 Tell you about any delays and explain the reasons.
 - 2.2.8 Explain the effect of any important documents.
 - 2.2.9 Tell you about staff changes that might affect you.
 - 2.2.10 Advise you of any circumstances and risks of which we are aware or consider reasonably foreseeable that could affect the outcome of your matter.
 - 2.2.11 Update you on the costs position and tell you if our original costs estimate needs to be reviewed.
- 2.3 As the work we do on your behalf (your 'matter') progresses *your responsibilities are:*
 - 2.3.1 Giving us clear and honest instructions.
 - 2.3.2 Safeguarding any documents that will be important in this matter.

- 2.3.3 Letting us know if you are unsure over any aspect of your matter.
- 2.3.4 Telling us about any important time limits that you are under, or if you are going to be away for any length of time.
- 2.3.5 Responding promptly to any questions that arise.
- 2.4 Where we act for two or more clients jointly, it is on the clear understanding that we are authorised to act on instructions from either, both or any of them.

3 Further duties

- 3.1 Our duty of care is solely to you as our client and is limited to the matter set out in our Engagement Letter. It does not extend beyond the end of your matter. You are responsible for the accuracy or completeness of all information you provide. You should not assume that information or documents which have previously been given to us on matters on which we have previously advised will be known to those instructed on a new matter.
- 3.2 If now, or at any time in the future, any matter upon which we act for you is the subject of contested proceedings, whether in the courts or other tribunals, you will almost certainly have to disclose documents, including electronic documents, relevant to the matter. You should ensure that you do not destroy or allow to be destroyed any documents that relate to such matter in any way as your position in such proceedings could be seriously compromised if you do so.
- 3.3 You are responsible for ensuring that you have all necessary rights to supply us with the information you provide and that our use of that information will not infringe the rights of any third party or result in a breach of any law, rule or regulation.
- 3.4 To enable us to continue to advise you on your matter effectively you are obliged to inform us, within 7 days, of any changes to your name, address, e-mail address or telephone number.

4 Duty of Confidentiality

- 4.1 Unless otherwise authorised by you, we will keep confidential any information which we acquire about you. There may, however, be circumstances in which we are required by law to disclose confidential information to bodies such as our regulators or the National Crime Agency (NCA). In the unlikely event that we must make a disclosure to the NCA in relation to your matter, we may not be able to tell you that a disclosure has been made. We may have to stop working on your matter for a period and may not be able to tell you why.
- 4.2 To enhance our business services, we may need to allow access to our clients' confidential information to others such as our auditors, external assessors, or other advisers or for insurance purposes. In agreeing to our terms of business you are consenting to us allowing such access. If you have any concerns about this, please speak to your adviser.
- 4.3 We may from time to time outsource some of our administrative services, but only when it is cost effective to do so e.g. word processing/typing. We will assume, unless you notify us otherwise, that we may disclose information to our outsourcing agents, as necessary. All our outsourcing arrangements have express confidentiality agreements in place.
- 4.4 In all other circumstances where we feel it necessary to disclose information to others in relation to your case, we will seek your express consent.
- 4.5 After we have completed your matter, we will continue to ensure the confidentiality of your information.
- 4.6 Under the principle of legal professional privilege, solicitor/client communications may enjoy special protection from later disclosure in litigation or in other circumstances. Legal professional privilege can be lost, and our advice is that you, and anyone else involved in matters with us or where

you may need our advice, should treat all information and communications relating to those matters as confidential and avoid circulating those communications more widely than is necessary. If you are in any doubt about this, please ask us for advice.

5 Conflicts of Interest

5.1 We would never act where your interests' conflict with those of another client. Conflict checks are carried out on every matter on receipt of instructions so that if an issue arises it can be discussed with you and dealt with as soon as possible. If at any time you become aware of an actual or potential conflict of interest, please raise it with us immediately.

6 Prevention of money laundering and terrorist financing

- 6.1 Where required by law (including anti-money laundering, counter-terrorist financing and sanctions requirements) and/or to comply with the SRA's rules, we must ask you for proof of your identity and may conduct searches or enquiries for this purpose. We may also be required to identify and verify the identity of other persons such as directors or beneficial owners. If you or they do not provide us with the required information promptly, your matter may be delayed or we may be unable to act.
- 6.2 Where appropriate, we may make checks using online electronic verification systems or other databases.
- 6.3 You must not send us any money until we have told you that these checks have been completed.
- 6.4 We may charge an administrative and compliance fee in relation to identity, verification and related onboarding and compliance processes, as set out in section 8 and/or your Engagement Letter.
- 6.5 We may ask you to confirm the source of any money you have sent us or will send us. If you do not provide us with that information promptly, your matter may be delayed.
- 6.6 Any personal data we receive from you for the purpose of preventing money laundering or terrorist financing will be used only for that purpose.
- 6.7 Subject to section 27 ('*Our liability to you*'), we shall not be liable for any loss arising from or connected with our compliance with any statutory obligation which we may have, or reasonable belief we may have, to report matters to the relevant authorities under the provisions of the money laundering and/or terrorist financing legislation.
- 6.8 If we have reason to suspect that there is an attempt to launder money, or that you or any other party connected with you is involved in activities prescribed by the Proceeds of Crime Act 2002 (and any subsequent amendments), then we have a positive obligation to notify the National Crime Agency of our suspicions. This overrides our duty of confidentiality (see section 4).

7 Client Money

- 7.1 We may ask you to let us have money on account of costs to be incurred whilst we act for you for both our fees and other disbursements. We will not do so if it is agreed that we work for you based on a Conditional Fee Agreement, subject to anything further which is set out in your Engagement Letter.
- 7.2 Money held by us on your behalf for whatever reason will be held in a separate client bank account and will only be withdrawn or transferred in accordance with the SRA Accounts Rules. Before we transfer or apply any money held on your behalf in settlement of our professional charges, administrative and compliance fees, expenses or disbursements, we will either deliver a bill to you or notify you in writing of our intention to make such a transfer.
- 7.3 We will pay interest on any money we hold on your behalf where it is fair to do so. We have a policy on interest which

we are happy to provide on request. At present with the very low interest rates, we would not generally pay interest unless we are holding a significant sum for a long period of time. We are happy to talk to you about interest on your money if you have concerns about this.

- 7.4 Due to the Money Laundering Regulations there are various legal obligations placed on us regarding the handling of money on behalf of our clients. We will not be able to accept any cash payments of more than £500.00. If you deposit cash direct with our bank, we reserve the right to charge for any additional checks we deem necessary regarding the source of the funds.
- 7.5 Where we make payment of money to you it will usually be by cheque sent in the ordinary post or an electronic funds transfer e.g. via the clearing house automated payment system (CHAPS). Whichever payment method is used we do not accept any responsibility or liability for any losses arising in respect of any interception, appropriation, misuse, or delay in receipt. You authorise us to send any cheque in the ordinary post and, on posting, property and risk in the cheque will pass to you. As a security measure and for your protection we ask that you tell us your bank account number in addition to the account name for inclusion in any cheque. Money received in respect of compensation, will only be paid to you. We are not permitted to make a payment to another person on your behalf.
- 7.6 You may be asked to disclose the details of the source of any funds paid to us and failure to do so may lead to us being unable to continue to act for you or a delay in us completing the work.
- 7.7 Where a transaction does not complete, we will repay monies held by us, for you, to you alone and not to any third party on your behalf.
- 7.8 We will not be liable for any losses you suffer because of any bank with which we hold a client account being unable to repay depositors in full. Should this happen, you may be entitled to compensation under the Financial Services Compensation Scheme (FSCS). The current maximum protection is £85,000. The FSCS advises that any monies transferred from a bank account to a client account are treated for the purposes of the FSCS limit (£85,000) as being in your bank account where the funds originated from. If the bank fails, and you have transferred to our client account £85,000 and you hold monies in your accounts with the same bank then you will only be able to recover £85,000 in total as the FSCS limit is for an amount per individual not per account. In the unlikely event of a bank failure, we will presume (unless we hear from you in writing to the contrary) that we have your consent to disclose the necessary client details to the FSCS.
- 7.9 **Money on account and application to unpaid bills**
Any money paid to us on account, or otherwise held by us on your behalf, is held as security for our professional charges, administrative and compliance fees, expenses and disbursements incurred in connection with your matter. Subject to the SRA Accounts Rules and applicable law, where any of our bills remain unpaid (whether interim or final), including following termination of our retainer, you authorise us to apply any money we hold for you (including money on account and any refund or payment received on your behalf) towards payment of those outstanding sums, after we have delivered a bill to you or notified you in writing of our intention to make such a transfer. We may retain any remaining balance until the account between us has been fully settled and we are entitled to exercise any lien or other rights we may have to secure payment of sums properly due to us. This clause applies notwithstanding any termination of our retainer (including where you withdraw your

instructions), and where you are a company or other entity, it also applies notwithstanding any insolvency, liquidation, administration or similar process, to the extent permitted by law.

8 Professional Charges, Administrative and Compliance Fees, Expenses and Disbursements

- 8.1 Save for where we have agreed a fixed fee, our basic charges are normally based on the time spent dealing with a matter. Time is recorded and charged based on 6-minute units. Other factors may also be considered in, for example, complexity, value, importance to the client and urgency. We may increase our rates if, for example, the matter becomes more complex than expected but only after discussing this with you. Where appropriate and cost effective to do so, work may be carried out by a suitable qualified fee earner, subject to supervision, who is not a solicitor.
- 8.2 Our hourly rates are set out in your Engagement Letter or Funding Agreement Documentation and vary according to the level of seniority and expertise of each fee earner. VAT will be added where applicable. Our rates are reviewed from time to time and if they alter you will be notified of any increases.
- 8.3 Where we have provided an estimate of our likely charges and disbursements we will keep that estimate updated and will inform you if any unforeseen additional work becomes necessary and before any additional expenses are incurred (for example, due to unexpected difficulties or if your requirements or the circumstances significantly change). However, we cannot provide a guarantee that the final cost will not be greater than the estimate.
- 8.4 Disbursements are charges paid to external providers on your behalf and may include (although not an exhaustive list) the fees charged by a barrister and other experts, including medical experts, travel, couriers, court fees, search fees and stamp duty land tax. These items are charged at cost to you with VAT added where applicable.
- 8.5 By instructing us, you are authorising us to incur disbursements as we consider reasonable and necessary. However, we would normally set out any anticipated disbursements in our engagement letter. Where we consider it necessary to instruct a barrister or other professional person on your behalf or incur other substantial costs, we would discuss this with you before proceeding to do so. In some circumstances we may ask you to pay our charges and expenses before we commence work.
- 8.6 If you receive provisional damages, we are entitled to retain monies in payment of our basic charges, our expenses or disbursements and the success fee.
- 8.7 By instructing us, you are authorising us to make any agreement with your opponent in respect of our professional charges and to appoint a third party as agent to recover such costs on your behalf. We do not propose to seek your authority before making any agreement with your opponent but please let us know if you would like us to do so.
- 8.8 We also reserve the right to charge for special bank transaction costs. VAT charged at a standard rate of 20% will be added where applicable.
- 8.9 Once you instruct us and we accept instructions to act for you on a matter, we charge an administrative and compliance fee of £25 plus VAT per individual in respect of whom identity, verification or related compliance checks are required. This may include (without limitation) the client and any directors, shareholders, beneficial owners, beneficiaries, trustees, executors, administrators, attorneys appointed under a power of attorney, agents, or any other individuals connected with or acting in relation to the matter. This fee reflects the work involved in onboarding you as a client and administering the matter in accordance with our legal and regulatory obligations, including opening and maintaining the file on our

systems, carrying out and recording relevant checks, and closing and archiving the file. Conflict checks undertaken prior to or as part of an initial consultation do not attract this fee. We may still need to obtain basic details from you to run those conflict checks. The administrative and compliance fee is payable only once we have accepted instructions and the relevant onboarding and compliance processes have been undertaken. Where the nature of the matter justifies it, we may apply an enhanced administrative and compliance fee at matter level, subject to a cap of £150 plus VAT, for example where the matter involves multiple individuals, complex ownership or control structures, corporate or trust structures requiring additional administrative analysis, enhanced or ongoing checks under applicable anti-money laundering, counter-terrorist financing or sanctions requirements, higher-risk or high-value matters, overseas parties or jurisdictions, or repeated or refreshed checks due to changes in circumstances or regulatory requirements. Any enhanced fee will be notified to you and agreed in writing before work begins or before additional checks are undertaken.

- 8.10 We may charge an administration and/or copying fee if you (or someone on your behalf) request copies of documents from your file, or request retrieval/production of a file from storage. Any such charges will be notified to you in advance and will be in accordance with section 14.
- 8.11 Certain employees are authorised to sign bills of costs on behalf of the firm. Electronic signatures may be used.

9 Payment

- 9.1 We may deliver our bills to you electronically. Please let us know if you have any particular requirements for the delivery of our bills.
- 9.2 We may issue interim bills during your matter and a final bill will be sent to you at the conclusion of your matter. Our bills should be paid within 14 days of issue (unless otherwise stated) and if payment is not made and your case involves litigation, we may, on giving reasonable notice, decline to act for you further. If we cease acting for you, we will render a final bill for any work carried out to that point.
- 9.3 If a bill remains unpaid for 14 days after the date of the bill, we reserve the right to charge interest daily until payment is made: -
- 9.4 If you are a business purchasing our services, the daily interest rate will be charged at a rate equal to 8% above the Bank of England base.
- 9.5 In accordance with the Late Payment of Commercial Debts (Interest) Act 1998, if you are a business client and your payment is overdue, we reserve the right to charge a fixed sum for the cost of recovering the debt: £40 for debts under £1,000, £70 for debts between £1,000–£9,999.99, and £100 for debts over £10,000. These fixed charges are in addition to any interest accrued under clause 9.4 above.
- 9.6 If you are an individual purchasing our services, then the daily interest rate will be charged at a rate equal to 4% above the Bank of England base.
- 9.7 We will also be legally entitled to retain property belonging to you, together with our own papers relating to the matter, until all sums outstanding to us are paid.
- 9.8 We may require payment of sums on account of anticipated fees or disbursements. When we put these payments towards your bill, we will send you a receipted bill. We will offset any payments on account against your final bill, but your total charges and expenses may be greater than any advanced payments. We may use any final or interim damages recovered on your behalf as payment in full or in part of any disbursements we have paid. We reserve the right to charge interest on any disbursements we pay on your behalf.

- 9.9 In order to comply with our money laundering obligations, other than the usual charges incurred in connection with a matter, we will not pay any sums to a third party on your behalf, whether from proceeds of sale or funds provided by you. You will be responsible for making any such payments yourself.
- 9.10 We may send you interim bills with a statement of account detailing every bill which remains unpaid. You may also be contacted by our credit control team in relation to any unpaid bills which are older than 15 days.
- 9.11 We reserve the right to recover our costs incurred because of you not complying with our payment terms. These include charges for preparing and sending you reminder letters and the expense we incur in tracing you and enforcing our terms whether through the courts or not. These terms entitle us to recover from you any shortfall in costs arising following an assessment by the court.
- 9.12 In addition to any recovery costs, we reserve the right to charge our standard hourly rates for time spent managing and following up on overdue invoices.
- 9.13 Any query on a bill must be raised within 14 days of delivery and you should still promptly pay all other elements of the bill. If a bill is not paid within 14 days of the due date, we may charge interest on the unpaid amount in accordance with sub-clauses 9.3 to 9.5 above.
- 9.14 Please inform us if you would like a third party to be responsible for paying our bills or any part of them. We must approve this in advance and we will need the party's name, contact details and any other information or identification documents we request. It is your responsibility to pay our bills even if someone else has agreed to pay some or all of them and our bills will still be addressed to you. If someone else does pay some of our bills, you are responsible for paying the rest.
- 9.15 Where a bill remains unpaid and this results in additional work being required to seek payment, address payment issues, or manage the consequences of non-payment, we reserve the right to charge for the reasonable time spent by our fee earners dealing with those matters at the applicable hourly rate.
- 9.16 Such time will be recorded and charged in accordance with our usual charging structure set out in section 8 of these Terms and/or your Engagement Letter.
- 9.17 This may include time spent corresponding with you, reviewing the impact of non-payment on your matter, and taking reasonable steps to protect your position pending payment.
- 9.18 Where appropriate, and after reasonable notice, we may instruct a third-party debt recovery agency or take legal steps to recover sums properly due to us. You will be responsible for any reasonable costs incurred in doing so, to the extent permitted by law.

10 Complaints

We are committed to providing a high-quality legal service to all our clients. When something goes wrong, we need you to tell us about it. This will help us to improve our standards. We have a complaint handling policy which can be accessed here <https://aristonesolicitors.co.uk/wp-content/uploads/2024/09/Complaints-handling-policy-2.pdf> or you can request a copy from us.

- 10.1 If you are not satisfied with the firm's response the Legal Ombudsman may be able to consider your complaint. There are, however, restrictions to this service for organisations, as set out on their website (see below). Normally, you will need to bring a complaint to the Legal Ombudsman within six months of receiving a final written response from us about your complaint.

- 10.2 In addition, you should be aware that the Legal Ombudsman will only accept your complaint if:

10.2.1 no more than one year from the date of act or omission being complained about; or

10.2.2 no more than one year from the date when you should reasonably have known there was cause for complaint.

- 10.3 The Legal Ombudsman's contact details are:

10.3.1 Telephone: 0300 555 0333 between 10.00 and 16.00

10.3.2 E-mail : enquiries@legalombudsman.org.uk

10.3.3 Website: www.legalombudsman.org.uk

10.3.4 Address: Legal Ombudsman PO Box 6167 Slough SL1 0EH

- 10.4 You may also be able to object to our bill by applying to the Court for an assessment under Part III of the Solicitors Act 1974. If you exercise this right, you would be prevented from making a complaint to the Legal Ombudsman. In addition, if you apply to the Court for an assessment and if all or part of the bill remains unpaid at the end of that assessment, we are entitled to charge interest. There are strict time limits that apply to this process and you may wish to seek independent legal advice.

11 Termination and Notice of the Right to Cancel

- 11.1 You may terminate our instructions in writing at any time by writing to the person dealing with your matter but we will be entitled to keep all your papers and documents while there is money owing to us for our costs.

11.2 We may decide to stop acting for you only with good reason, for example, if you do not pay a bill, if you provide us with misleading information, or if you act in an abusive or offensive manner. We will give you reasonable notice in any situation where we will be ceasing to act for you.

11.3 If you, or we, decide that we will no longer act for you, we will charge you for the work we have done and, where appropriate, will charge fees and disbursements incurred in transferring the matter to another adviser if you so request. Please note that we will not generally release your papers or property to you or any third party until you have paid all outstanding charges. This is subject to your statutory cancellation rights in clauses 11.5–11.6.

11.4 Should you decide to cancel your instructions with us and your matter is funded by legal aid then you need to be aware that there may be problems in re-applying for legal aid for the same issue if the contract is terminated.

11.5 Notice of the right to cancel - If you have not attended our offices in person but have instead been visited in your home or place of work by a solicitor or agent on our behalf, and have entered into an agreement for our services, then you have a right (under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013) to cancel that agreement within 14 days from the date of first instructing us, without any charge being made by us. You must give us notice in writing, either by post or electronically, or alternatively by sending us the cancellation notice slip which is enclosed with the Engagement Letter (where applicable). The notice of cancellation will be deemed as having been served on us as soon as it has been posted or sent electronically. Please note that if you agree in writing that we should undertake work on your behalf before the end of the cancellation period, then even if you cancel your agreement with us you may still be required to pay for services supplied before the cancellation date.

11.6 If you have instructed us using a form of 'distance communication' such as telephone or email then you have (under the 2013 Regulations referred to in clause 11.5) a right to cancel the agreement and withdraw your instructions within 14 days from first instructing us without any charge

being made by us. You must give us notice in writing, either by post or electronically. The notice of cancellation will be deemed as having been served on us as soon as it has been posted or sent electronically. Please note that your right to cancel does not apply if we undertake work on your behalf, with your prior consent, within the 14-day period.

12 Limitation of Liability

- 12.1 All correspondence and other communications sent to you in the performance of our services shall for all purposes be assumed to have been sent on behalf of Aristone Solicitors. Any liability arising out of these Terms, or otherwise arising out of or related to the performance of our services, shall be a liability of Aristone Solicitors and not of an employee, member, or consultant of Aristone Solicitors. Accordingly, you agree that by engaging us you will not bring any claim arising out of or in connection with our engagement personally against any individual employee, member, or consultant of Aristone Solicitors. This restriction will not operate to limit or exclude the liability of Aristone Solicitors.

13 Intellectual Property Rights

- 13.1 We retain copyright and all other intellectual property rights in all documents and other works we develop or generate for you (including but not limited to our business know-how and all other materials). We now grant you a non-exclusive, non-transferable, non-sub licensable licence to use such documents but only for the purpose for which they have been produced. If you wish to use the documents for any other specific purpose, then you must obtain our express written consent. If you fail to pay our charges in full for any service provided, we reserve the right, on giving you notice, to revoke that licence and only re-grant it to you once full payment has been made.

14 Storage of Papers and Documents and Retrieval of files

- 14.1 We may create and hold client files in hard copy (paper), electronically or a combination of both.
- 14.2 We normally keep our files electronically (except for any of your papers that you ask to be returned to you) for at least seven to fifteen years or indefinitely depending on your matter but we reserve the right to destroy a file at any time. We keep the file on the understanding that we have the authority to destroy it seven years after the date of the final bill we send you for the matter. We will not destroy documents you ask us to deposit in safe custody, but we may send them to you for your retention.
- 14.3 If you request the return of your file or its transfer to a third party at any time within five years of completion of your matter then, in order to ensure our compliance with the money laundering legislation, we will make and retain a copy of your file. Upon such a request we may charge £50 plus vat (if applicable) for doing this.
- 14.4 If we retrieve your file from storage (including electronic storage) in relation to continuing or new instructions to act for you, we will not normally charge for retrieval.
- 14.5 If we retrieve your file from storage for another reason, we may charge you for:
- 14.5.1 time spent retrieving the file and producing it to you;
 - 14.5.2 reading, correspondence, or other work necessary to comply with your instructions given by you or on your behalf in relation to the retrieved file; and/or
 - 14.5.3 providing additional copies of any documents.

15 Data Protection and Electronic Communication

- 15.1 We comply with the requirements of the Data Protection Act 2018 and the EU General Data Protection Regulation. A copy of our Privacy Policy which sets out how we collect, process,

and store your personal information, is included in this pack. It also sets out your rights in respect of your personal information we process. We may conduct some or all our communication and send documents, including bills, by email. However, email is not fully secure, may be intercepted by third parties, and may not always reach its intended recipient. Where necessary, you should follow up all important communications with a phone call, fax, or printed copy by post. If you do not wish us to use email, please let us know.

- 15.2 We shall use reasonable endeavours to ensure that emails we send are free from viruses and any other materials that may cause harm to any computer system. You undertake to act likewise with any email you send to us. We may monitor emails to investigate unauthorised use of our email system, or for any other purpose permitted by law. As a result, we may collect personal information about the senders and/or recipients of the email or which is contained in the email.
- 15.3 We may use the personal information that you provide us, or which we obtain through our dealings with you, for the provision of our services to you and for related purposes such as administration, billing and record keeping and to inform you of our services and events that we think may be of interest to you.
- 15.4 If you are responsible for your fees, we may need to conduct a search with credit reference and fraud prevention agencies who may consult the electoral roll. These agencies will provide us with personal data and may make a record of this search. By instructing us you consent to us undertaking this search and authorise such agencies to disclose such information to us. If you do not wish us to do this, you must let us know in writing.
- 15.5 We use third party service providers (including 'cloud' service providers) to help us deliver efficient, cost effective legal services. This may include 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.
- 15.6 We may use your personal data to send you updates (by email, text, telephone or post) about legal developments that might be of interest to you and/or information about our services, including exclusive offers, promotions or new services or products. You have the right to opt out of receiving promotional communications at any time, by:
- 15.6.1 contacting us by email info@aristonesolicitors.co.uk
 - 15.6.2 using the 'unsubscribe' link in emails or 'STOP' number in texts; or

16 Professional Indemnity Insurance

- 16.1 We maintain professional indemnity insurance in accordance with the requirements of the Solicitors Regulation Authority. Details are available on request.

17 Tax Advice

- 17.1 Any work that we do for you may involve tax implications or necessitate the consideration of tax planning strategies. Tax advice is outside of the scope of work we do for you unless we specifically agree to advise you. We may not be qualified to advise you on the tax implications of a transaction that you instruct us to carry out, or the likelihood of them arising. If you have any concerns in this respect, please raise them with us immediately. If we can undertake the research necessary to resolve the issue, we will do so and advise you accordingly.

If we cannot, we may be able to identify a source of assistance for you.

17.2 We are not authorised by the Financial Conduct Authority. However, we are included on the register maintained by the Financial Conduct Authority so that we can carry on insurance distribution activity, which is broadly the advising on, selling and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the Solicitors Regulation Authority. The register can be accessed via the Financial Conduct Authority website at www.fca.org.uk/firms/financial-services-register

18 Lasting Powers of Attorney and Deputyships

18.1 Where Aristone Solicitors are appointed as an attorney or a deputy we will charge for all such services, including any time spent in dealing with routine matters which a lay attorney or deputy could undertake, in accordance with our scales of fees that are applicable at the time, and which will be within Law Society guidelines.

19 Discrimination

19.1 Aristone Solicitors always treats all clients and third parties fairly and equally. Aristone Solicitors does not discriminate against clients or third parties irrespective of:

- 19.1.1 race or racial group (including colour, nationality and ethnic or national origins);
- 19.1.2 sex (including marital status, gender reassignment, pregnancy, maternity and paternity);
- 19.1.3 sexual orientation (including civil partnership status);
- 19.1.4 religion or belief
- 19.1.5 age
- 19.1.6 disability.

19.2 Aristone Solicitors takes steps to ensure that we meet the diverse needs of our clients. If a complaint is made based on discrimination, we will treat this complaint very seriously and act promptly to investigate such complaint. We are committed to equality and diversity and have an equality and diversity policy in place. Equality and diversity is maintained in the workplace, when providing services to clients, and in our dealings with third parties, for example, barristers, experts, or suppliers. If you have any specific requirements or individual needs, please let us know. Also, please note that we are free to accept or decline instructions from any clients.

20 Monitoring telephone calls

20.1 Aristone Solicitors may record calls for training purposes, quality control, and for our client(s) and our staff(s) protection. We reserve the right to refer to the recorded calls should a dispute arise. You have the right to obtain a recording and/or transcript of any such recorded calls.

21 Environmental Policy

21.1 Aristone Solicitors recognises that it has a responsibility to the environment beyond legal and regulatory requirements. We are committed to reducing our environmental impact and continually improving our environmental performance as an integral part of our business strategy and operating methods, with regular review points. We will encourage clients, suppliers, and other stakeholders to do the same. Our key focus is to reduce paper wastage and therefore, as a matter of routine, we shall communicate with you by email wherever possible.

22 Newsletters

22.1 Where you supply us with your email address, you agree to opt in to receiving our monthly newsletter (usually emailed

out on the last working day of each month) which provides updates about Aristone Solicitors, its services, legal updates and other information. If you do not wish to receive our newsletters, then please notify us in writing.

23 Rights of Third Parties

23.1 Nothing in these Terms confers any rights on any person pursuant to the Contracts (Rights of Third Parties) Act 1999 (and any subsequent amendments) and we shall not be liable to any third party for any advice or service we provide to you unless otherwise agreed in writing by a member. We may vary these Terms without the consent of any third party.

24 Severability and Good Faith

24.1 If any part of these Terms is held to be illegal, invalid, or otherwise unenforceable then that provision shall, to the extent necessary, be severed and shall be ineffective but the remaining terms will continue in force and effect.

25 Electronic Communications

25.1 We will accept electronic signatures as acceptance of our terms of business and for other documents you may be asked to sign. However, we accept no responsibility if your signature is found not to be authentic.

26 Governing Law and Jurisdiction

26.1 These Terms and any dispute between us shall be governed by, and construed in accordance with, the laws of England and Wales and shall be subject to the exclusive jurisdiction of the English courts.

27 Our liability to you

27.1 Your contract is solely with Aristone Solicitors, which has sole legal liability for the work we agree to do for you as set out in our engagement letter and for any act or omission in the course of that work. We are not responsible for any failure to advise or comment on matters falling outside the scope of our instructions set out in the Engagement Letter.

27.2 Our liability to you for a breach of our contract with you will be limited to £3,000,000, unless we expressly state a higher amount in our letter accompanying our Terms of Business. If we breach our contract with you, we will not be liable for any loss of profits or loss of business or depletion of goodwill or loss of anticipated savings or loss of contract or loss of use.

27.3 We can only limit our liability to the extent the law and our professional rules allow. We do not limit our liability for any loss or damage suffered by you because of fraud or fraudulent misrepresentation or death or personal injury caused by our negligence.

27.4 We shall have no liability to you if we are prevented from, or delayed in performing, our obligations or from carrying on our business by acts, events, omissions, or accidents beyond our reasonable control.

28 Mandatory Notice of Change of Legal Representative

28.1 As a condition of instruction in certain matters — such as litigation, tribunal proceedings, or any matter where we are formally recorded as acting on your behalf — you are required to sign a Notice of Change of Legal Representative form upon instructing us.

28.2 For clients who have already instructed us in matters falling within clause 28.1, the signed Notice of Change of Legal Representative must be returned within 7 days, or by any specific date we may provide. If not received within the required timeframe, your matter may be placed on hold, and no further work will be undertaken until the form is received.

Terms of Business

last updated: 01/26

28.3 A copy of the Notice of Change of Legal Representative will be provided with our client care pack and must be returned together with your signed Terms of Business.



ARISTONE
SOLICITORS