



Standard Terms of Business Legal Services

Hobday Consulting Limited is registered in England and Wales with registered number 15049266 and registered office at The Stables, Shipton Bridge Farm, Widdington, Saffron Walden, United Kingdom, CB11 3SU.

Hobday Consulting Limited provides non-reserved legal advice as defined under the Legal Services Act 2007 and is not regulated by the Solicitors Regulation Authority. Any advice given by any individual, employee, or consultant is the responsibility of Hobday Consulting Limited ("HCL") and not the individual.

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1. These terms and how we, Hobday Consulting Limited, can change them

- 1.1 **Our agreement with you.** These terms, together with our engagement letter to you, form our agreement with you for the provision of our services to you. These terms apply to each matter we work on with you. If there is a conflict between these terms and our engagement letter, the letter of engagement will prevail.
- 1.2 **Changes to these terms.** We can change these terms in response to legal, regulatory and technological changes, and we may increase our hourly rates as explained in paragraph 6.2. If we do so, we'll notify you and you can contact us to terminate our instructions before the changes take effect.

2. Consumers' cancellation rights

- 2.1 **Consumers may have a right to cancel.** If you are an individual who is not instructing us in connection with your business, you may have a legal right to cancel our agreement with you. You are likely to have these rights if we take instructions from you outside of our offices or at a distance, for example online or over the telephone. Your right to cancel expires 14 days after our agreement is made and if you request us to start work during that period you will have to pay us for any work we do up until you cancel. Work which we start at your request during the cancellation period cannot be cancelled once completed, even if the cancellation period is still running.

3. Our services

- 3.1 **Matters outside the scope of our instructions.** We only advise on matters within the scope of our instructions, as set out in our engagement letter. We will not advise you on the financial or tax aspects of any matter, or on your wider tax or financial interests, on the law of jurisdictions outside of England and Wales, or on accounting and commercial issues (including on the viability and prudence of the matter), even if a relevant issue arises during the course of our work together. You may wish to seek separate specialist advice on these matters.
- 3.2 **Only you can rely on our advice.** Our advice is intended solely for you. We do not accept or assume responsibility to anyone other than the clients identified in our engagement letter. Unless we agree otherwise in writing, you must not share our advice with anyone else.
- 3.3 **Third party service providers.** We may instruct third parties (such as legal advisers for jurisdictions outside of England & Wales) to provide services to you. Where appropriate we may instruct these third parties as your agent, so that you contract with them directly. You are responsible for the sums charged by third parties and their services are provided to you on their terms. We shall use reasonable skill and care in selecting and appointing third parties. We are not responsible for the services the third parties provide.
- 3.4 **We're not responsible for delays outside our control.** If our services to you are delayed by an event outside our control, we shall contact you as soon as possible to let you know and do what we can to reduce the delay. As long as we do this, we won't compensate you for the delay, but you always have rights to terminate your instructions, see paragraph 9.1.

4. What you agree to do

- 4.1 You agree to:

- (a) Provide us with clear, timely and consistent instructions, and respond fully, frankly and quickly to our requests for information and co-operate with us and those we instruct on your behalf. The information you give us must be full and accurate, to the best of your knowledge and belief. We don't verify the information you give us, unless we have expressly agreed to do so.
- (b) Tell us straight away if your contact details change.
- (c) **Take reasonable steps to properly secure your communications with us.** This includes protecting the email and computer systems used for your matter. This is important to protect your rights and funds.
- (d) **Respect our regulatory restrictions.** If we tell you that we can't do something for you because doing it would breach our legal, professional or regulatory duties (or of those in our employ) then you must respect this.
- (e) **Verify any change of our payment details received by email.** If you are told about any change of our bank details by email, then even if it appears to come from our firm, you must call us on a number you have used with us previously to check the email is genuine.

5. Our communications with you

- 5.1 **Risks of email correspondence.** For convenience and speed, we will correspond with you by email and rely on communications coming from your email account. However, email is inherently insecure. We are not responsible for loss or damage caused by email use, provided we have taken reasonable security measures, including against viruses or similar harmful items.
- 5.2 **Blocked emails.** Our filtering software may prevent us receiving emails from you or in relation to your matter and we are not responsible to you for losses resulting from this.
- 5.3 **Opening hours.** Our normal business hours are between 9.00 am and 5.00 pm Monday to Friday, except for bank holidays in England & Wales. Our staff may sometimes respond to communications and work outside of our normal office hours, but this is at our discretion and we ask you to respect that there will be times when we are not available.
- 5.4 **Who we can give advice to and whose instructions we can act on.** We may give advice and information to, and act on instructions from, any of the individuals to whom our engagement letter is addressed without the need to copy such advice to, or to confirm such instructions with, the other(s). You can let us know in writing that we are authorised to deal with someone else on your behalf in this way. For organisations, rather than individuals, we can ask for a formal resolution confirming who can instruct us.

6. Our fees, disbursements and expenses

- 6.1 **How we calculate our fees is set out in our engagement letter.** Our fees for our services are calculated either on the basis of time spent or on a fixed, capped basis and may be staged, as set out in our engagement letter.
- 6.2 **Fees on a time spent basis.** If our fees are calculated on a time spent basis:
 - (a) **Six-minute units.** We calculate the time spent by us in six-minute units (an hour is broken down into ten units, each of six minutes) and charge it at the hourly rate for the person doing the work. Where a task (such as writing a short or standard email or making a phone call) takes less than six minutes of a person's time, the time spent is rounded up to six minutes.

- (b) **Increases in hourly rates.** We may increase our hourly rates, for example at the start of a new year. We may also increase our rates if your instructions change, for example if the matter we are working on for you becomes more urgent. We shall give you advance notice of any increases.
- (c) **Foreign currency adjustments.** Where we have priced our hourly rates in a currency other than British Pounds Sterling, we reserve the right to change the non-British Pounds Sterling hourly rates where there has been a change in the foreign exchange value of the relevant currency against British Pounds Sterling in excess of 10%. We shall give you advance notice of any change.
- (d) **Estimates are not binding.** Any estimate of the total charges (fees, disbursements and expenses) for dealing with your matter or reaching a certain stage in it, as well as estimates, are not binding. We may update estimates as a matter progresses and you must pay all our charges even if they exceed any estimate.

6.3 Fixed and capped fees. If we have agreed a fixed or capped fee with you:

- (a) **Changes in assumptions.** If the assumptions on which the fixed or capped fee are based (as set out in our engagement letter) prove incorrect we may increase our fixed or capped fee or switch to charging you on a time-spent basis. If we switch to charging on a time-spent basis, we will wherever possible provide you with an estimate of our fees to complete the matter.
- (b) **What we can charge if you terminate our instructions (or we stop acting for you).** If you terminate our instructions (other than because we are at fault) we can charge you the full fixed fee unless you are an individual who is not instructing us in connection with your business (a consumer) in which case we will charge you on a time spent basis for the work we have done prior to termination, if this is less. The same rules apply if we stop acting for you for a reason set out in paragraph 9.1.

6.4 Disbursements, expenses and VAT. All hourly rates, estimates, fixed, capped or staged fees we quote to you are exclusive of the following, which you must pay in addition:

- (a) **Disbursements.** We may at your request instruct third parties to provide services to you or we may pay official fees or incur specific costs for you. You will be responsible for associated charges and costs (disbursements). Your engagement letter will include an estimate of disbursements where they are known at the outset of a matter.
- (b) **Expenses.** In addition to our fees, we charge you our expenses which may include the costs of travel, document production (scanning, photocopying, binding), payment transfers and courier costs.
- (c) **VAT.** VAT on our fees, disbursements and expenses, where applicable unless expressly stated otherwise. VAT is currently chargeable at 20% in the United Kingdom.

7. Our invoices

7.1 When we invoice you. We shall invoice you monthly and on completion of your matter or at the intervals indicated in your engagement letter.

7.2 We can invoice disbursements and expenses at any time. We can invoice you for disbursements and expenses for any period at any time, even after we have invoiced our fees for that period.

7.3 Payment is due on receipt and we charge interest on late payments. Our bills are payable within 14 days or receipt. We charge interest on unpaid bills at a rate of 8% above the Bank of England's base rate. Interest will begin to run before securing judgment.

- 7.4 **You are responsible for our charges, even if you have third party funding.** Even if someone else has agreed or been ordered to pay our charges (fees, disbursements and expenses), or you expect this to happen, you are still responsible for paying us.
- 7.5 **Multiple clients are jointly and severally liable for our bills.** If we are instructed by more than one person, then we can require any of those persons to pay our bills in full (joint and several liability).
- 7.6 **How to complain about our bills.** To complain about an invoice, please follow our complaints procedure (see paragraph 12).
8. **How we limit our liability to you**
- 8.1 **Liabilities not excluded.** Nothing in these terms limits any liability which cannot legally be limited, including without limitation liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation.
- 8.2 **Losses we are not liable for.** Subject to paragraph 8.1, we will not be liable to you, whether in contract, tort (including negligence), for breach of statutory duty or otherwise, arising under or in connection with this agreement for any loss arising as a result of:
- (a) our complying with our legal and regulatory duties (or of those in our employ), such as delays or disclosures arising in the context of compliance with anti-money laundering legislation;
 - (b) errors or defects in third party services instructed by us on your behalf or used by us in the provision of services to you, (see paragraph 3.3);
 - (c) circumstances beyond our reasonable control (see paragraph 3.4); or
 - (d) loss or damage caused by email use, provided we have taken reasonable security measures (see paragraph 5.1).
- 8.3 **Limits on our liability where other advisers are also responsible (business customers only).** Subject to paragraph 8.1, our liability to you shall be reduced to the extent we can prove that you would have been able to recover a contribution pursuant to the Civil Liability (Contribution) Act 1978 from another adviser on the same matter. That contribution shall be assessed on the basis that the advisers contracted with you on broadly the same terms as we have, did not exclude or limit their liability to you, and were able to pay the sums due to you in full.
- 8.4 **Caps on our liability.** We may agree with you a liability cap for any given matter. This will ordinarily be agreed in our engagement letter before beginning work on the relevant matter. Where a liability cap is not specifically agreed in the engagement letter, our liability to you will be limited to £1,000,000. The limit will apply to our aggregate liability to both you and to any other client for whom we are instructed in that matter. Subject to paragraph 8.1, the cap will apply whether the liability arose in contract, tort (including negligence), for breach of statutory duty or otherwise and whether it arises under or in connection with this agreement.
- 8.5 **No claims against our staff.** Services are provided by our staff for and on behalf of Hobday Consulting Limited. Our staff do not assume any personal responsibility to our clients in relation to work carried out under these terms and any personal liability of any member of staff is therefore excluded. Any claims against our firm should only be brought against Hobday Consulting Limited directly. You agree not to bring any claim (including in negligence) against any employee or member of our staff including principals (that is directors) as individuals in

their personal capacity in connection with any loss or damage suffered in connection with our services. If you do bring a claim against any of our staff, they can rely on our agreement, including its limitations of liability.

9. How you and we can terminate our agreement

9.1 You and we can terminate this agreement. You may terminate your instructions to us at any time by telling us in writing. We can also stop acting for you, if we have reasonable grounds to do so, for example because you have broken our agreement by not giving us timely instructions or paying our invoices on time. We can also stop acting for you if trust and confidence has broken down between us, if we discover a conflict of interest, if to proceed would otherwise be contrary to our legal or regulatory duties (or of those in our employ), if the risk profile for your matter has significantly changed or if you experience an insolvency event. We will write to you explaining our decision, giving you as much notice as possible.

9.2 Payments on termination. If you terminate your instructions or we stop acting for you, you must pay our charges (fees, disbursements and expenses) incurred up to the point of termination, as well as any charges we incur after termination, for example in transferring your file to another adviser.

9.3 We can retain your documents until you pay. If you do not pay our invoices on time, we can retain documents, deeds and other items relating to any matter we are working on for you until you have done so (subject to such information that may be available to you under data protection laws). This is called exercising a lien over the items.

10. How you can use our advice and how we handle your documents

10.1 Intellectual property rights. We retain all intellectual property rights in the advice which we provide and the documents which we prepare but permit you to make use of such work for the purposes of your particular matter only.

10.2 Treatment of your documents on completion. When your matter completes or we stop acting for you, unless you request the return of any documents you have supplied to us, we will retain them for as long as we deem necessary for legal and regulatory reasons and then destroy them.

11. Our legal status, how we are regulated and our insurance

11.1 Our legal status and VAT details. We are a private limited company registered in England and Wales with company number 15049266. Our registered office is at The Stables, Shipton Bridge Farm, Widdington, Saffron Walden, United Kingdom, CB11 3SU. Our VAT number is available on request.

11.2 How we are regulated. Where we are providing legal services, we are doing so as a non-authorised company providing non-reserved legal services via one or more employed solicitors pursuant to Rule 10.2(a) of the Solicitors Regulation Authority (SRA) Authorisation of Individuals Rules 2019. You can find out more about the SRA and view the professional rules on the SRA website.

11.3 How we are insured. We maintain professional indemnity insurance to protect clients in the unlikely event of a mistake being made by us. Contact details and details of the territorial coverage for our professional indemnity insurers are available on request from us.

11.4 SRA Compensation Fund. The SRA Compensation Fund provides certain protection if a solicitor fails to pay money owed to a client or is dishonest. By instructing us, the SRA Compensation Fund will not be available to

you as we are not regulated by the SRA. We do not anticipate any such problems arising in your matter but if you would like to learn more about the SRA Compensation Fund you can do so on the SRA website at www.sra.org.uk/consumers/compensation-fund.

12. Complaints and other concerns

- 12.1 **Our complaints process.** We hope that you are happy with the service we provide. If at any stage you have concerns or wish to make a complaint, inform the person handling your matter straight away about the nature of your concern. If you do not feel comfortable speaking with the individual handling your matter, then you can contact one of our directors directly. If the person handling your matter cannot promptly resolve your concerns, then it will be dealt with as a formal complaint under our complaints. This process involves an investigation of the concerns by one of our directors. We will then write to you within eight weeks setting out our final response to the complaint and how you can pursue your concerns further if you do not agree with our proposed resolution or outcome.
- 12.2 **Complaining to the Legal Ombudsman.** Consumers and smaller organisations may be entitled to complain to the Legal Ombudsman about the service provided by any of our legal services provided by any solicitor employed by us if you remain dissatisfied following exhaustion of our complaints process. The Ombudsman would generally expect clients to follow a firm's internal complaints procedure first. The Legal Ombudsman may exercise discretion to consider complaints out of time in certain circumstances. However, complaints to the Ombudsman should normally be made within six months of receiving our final response to your complaint and no more than one year from the date when the problem arose or, if you were not initially aware of the problem, within one year of the date when you should reasonably have known that there was cause for complaint. These time limits apply to complaints referred to the Legal Ombudsman from 1 April 2023. You can find further information about the Ombudsman on their website. You can write to the Ombudsman at Legal Ombudsman, PO Box 6806, Wolverhampton, WV1 9WJ or by email on enquiries@legalombudsman.org.uk or call on 0300 555 0333.
- 12.3 **Reporting professional misconduct to the SRA.** The Legal Ombudsman deals with concerns about the level of service which a client has received. Clients can report suspected professional misconduct of any solicitor employed by Hobday Consulting Limited to the SRA. Examples of professional misconduct include dishonesty, taking or losing your money or treating you unfairly because of your age, a disability or other characteristic. You can find out how to do this at www.sra.org.uk/consumers/problems.

13. Confidentiality

- 13.1 **When we may use and disclose your confidential information.** We will keep confidential information we obtain through our services confidential but we reserve the right to use and disclose it to:
- (a) deliver those services, which may include storing confidential information on our computers, in our email and in the cloud;
 - (b) comply with the law, including by performing conflicts of interest checks for new cases against a list of current and former clients, reporting suspicious activity to the National Crime Agency if we suspect money laundering and responding to freedom of information requests; and
 - (c) comply with requests by regulators and other competent authorities, such as audits by the SRA.

14. Data protection

- 14.1 **Our privacy policy.** For information about how we deal with your personal information, see our privacy policy which we will provide to you on request. You can withdraw consent to your information being used in a particular way, but this may limit what more we can do for you (if anything).
- 14.2 As a client we may in the future send you a newsletter or similar. We find that most clients find this helpful. We rely on the legitimate interest we have in maintaining contact with former clients to do this in compliance with data protection law and your agreement for the purposes of the Privacy and Electronic Communications Regulations 2003 (which can be implied under these regulations). However, we will never share your information with third parties to market to you and will not contact you about services which we Hobday Consulting Limited do not provide. We will make it quick and easy for you to opt out of future communications in every communication we send. If you already know that you do not want to receive these messages then you can opt out now by emailing us at notices@hobdayconsulting.co.uk.
- 14.3 Your information may be kept on computer servers within the UK or the European Union. If at any point information is stored on computer servers outside of the UK or the EU, we will have selected countries which are either approved for this purpose under relevant data protection legislation or are located where we are happy that the safeguards in place in that country to protect your information are appropriate under such legislation.
- 14.4 Generally speaking we will not share your information with third parties unless this is part of our work for you. In rare circumstances we sometimes need to make reports of suspicious activity to the National Crime Agency. We also work with some trusted contractors or consultants who may have access to your information, such as service providers or copiers. All contractors have a contract with us which requires that your information be accessed appropriately and kept confidential. Similarly, we may occasionally need to share client matter information with our professional indemnity insurers and their advisers. If you instruct us jointly with another client then it will be necessary to share certain information relevant to you with the corresponding joint client in order to fulfil your instructions to us.
- 14.5 While we reserve the right to destroy non-original material at any time after the conclusion of your matter, we generally retain files for a period of eight years after payment of the final bill and destroy them thereafter. At the end of a case, original documents will be returned to you but, if we both agree, we may retain certain originals for a longer time period. We will also always keep a small amount of information after file closure to do conflicts of interest searches in the future to comply with our professional duties (or of those in our employ).

15. Anti-money laundering and financial crime procedures

- 15.1 **Know your client.** It is important for us that we ascertain the identity of our clients, their ultimate beneficial controlling owners and other requirements aimed at preventing crime. You agree to co-operate with us in order to verify your identity, your business structure, organisation history and sources of income and other matters relevant to discharging this requirement. This may include providing identification and other documentation for verification, but could also involve disclosure of more personal information such as bank statements and evidence of income. If it is not possible to meet in person, lawful alternatives will be considered with you.

16. Other important terms

- 16.1 **Nobody else has any rights under this contract, except our staff.** This contract is between you and us. Other than our staff (see paragraph 8.5), nobody else has rights under it or can enforce it. Neither of us will need to ask anybody else to sign-off on ending or changing it.
- 16.2 **If a court invalidates some of this contract, the rest of it will still apply.** If a court or other authority decides that some of these terms are unlawful, the rest will continue to apply.
- 16.3 **These terms are governed by English law and you can bring claims against us in the English courts.** These terms are governed by English law and you can bring claims against us in the English courts.