

## PROTOPAPAS TERMS & CONDITIONS OF BUSINESS

Protopapas LLP is Authorised and Regulated by the Solicitors Regulation Authority - SRA No: 649883

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### 1. WHO WE ARE & OUR AIM

We are a firm of solicitors based in central London. Protopapas LLP is a Limited Liability Partnership registered in England and Wales (registration number [OC321914](#)). Its registered address is at Queens House, 180 Tottenham Court Road, London, W1T 7PD. Where used, the term 'partner' may refer to a member of Protopapas LLP, or a non-member, employee or consultant with equivalent standing and/or status (but who is not a member of, or does not hold any membership interest in, Protopapas LLP). A list of the members of Protopapas LLP is available for inspection at [Companies House](#); and a list of all Partners, including those non-members who are named as partners, is available for inspection on our website – [www.protopapas.co.uk](http://www.protopapas.co.uk)

Our aim is to offer all our clients high standards of service, with a personal touch, at a fair cost. So that you know what to expect, we set out in this document our general Terms & Conditions of Business ('T&C's') which, along with any client care letter/e-mail, will form the basis on which we shall provide our professional services to you.

### 2. OUR COMMITMENT TO YOU

We will:

- represent you and safeguard your interests to the best of our ability
- provide our services with reasonable skill and care
- keep your business confidential (except and only where rights of legal privilege are overridden by legislation)
- explain to you the legal work involved and the prospects of a successful outcome
- make sure that you understand the degree of financial risk which you will be exposed to
- keep you informed of progress and the reasons for any lack of it
- try to explain things simply and clearly, avoiding the use of technical legal language, so far as possible
- deal with your queries promptly; for example, we will always try to return your telephone calls on the same day

**Please note:** we are not responsible for advising you in relation to non-legal issues regarding your transaction or matter. This includes, but is not limited to, advising on tax matters (including Stamp Duty Land Tax) and commercial risk and implications of any litigation or any property purchase or the valuation of any property or its rental income. Furthermore, once a transaction or matter comes to an end, we shall not be under any continuing obligation to revisit the matter or provide subsequent or continuing advice unless specifically instructed and retained to do so by you.

### YOUR COMMITMENT TO US

You will:

- provide clear and adequate information and documents as required by us in order to provide our services to you
- promptly inform us of any developments or new information that comes to light that may affect the way we need to deal with your matter or transaction
- provide acceptable, adequate and proper instructions
- provide sufficient funds as and when requested and pay our bills promptly

### 3. OUR HOURS OF BUSINESS

Our normal opening hours are 9.30am to 5.30pm Monday to Friday. We are closed on Bank Holidays. Appointments can be arranged at other times if necessary. Our office is usually closed during the Christmas and New Year period.

### 4. OUR SERVICES & THE PEOPLE RESPONSIBLE FOR YOUR WORK

- a) A team of fee earners will be appointed to carry out your work. You will be advised as to who they are at the beginning. All fee earners are closely supervised by a Partner. We will try to avoid changing the people who handle your work but, if this cannot be avoided, we will tell you promptly of any change and why it is necessary.
- b) Our receptionists and secretaries will be happy to take messages in the event that the relevant fee earner is not available to speak with you when you call. If your call is urgent please let them know or send an e-mail.

### 5.1 CONFIDENTIALITY

- a) Solicitors are not allowed to disclose information about a Client's affairs without the Client's authority. Solicitors are under a professional and legal obligation to keep Client affairs confidential. This, however, is subject to the following: -
  - i. By accepting these T&Cs you authorise us to disclose to the other parties in the transaction, including your representative, agent, financial and tax adviser, surveyor, lender (and broker), other advisers and, if applicable, to all other parties in the chain of transactions and their agents and advisers, all information which we have in relation to your involvement in the transaction including any related sale or mortgage, other financial arrangements and requirements as to key dates, such as exchange and completion.

- ii. Legislation on money laundering and terrorist financing has placed solicitors under a strict legal duty in certain circumstances to disclose information to the National Crime Agency. Where a Solicitor knows or suspects that a transaction on behalf of a Client involves money laundering, the Solicitor may be required to make a formal money laundering disclosure. If this happens, we may not be able to inform you that a disclosure has been made or of the reasons for that disclosure but will have to suspend work pending an investigation which may also involve HM Revenue and Customs.
- b) We will not be liable for any loss, damage or delay arising out of our compliance with any statutory or regulatory requirement.
- c) We are entitled to refuse to act if you fail to supply satisfactory proof of identity, proof of address, source of funds or, if required, source of wealth for yourself, your company/entity, or any principal whom you may represent.

## 5.2 THE CONSUMER PROTECTION FROM UNFAIR TRADING REGULATIONS 2008 (AS AMENDED) (“CPR”)

Under the CPR there is a duty on all sellers and landlords if they are traders (i.e. a business) and upon their solicitors, and estate agents, even if they are not traders, to disclose to any consumers (i.e. individuals) who are buying or renting property from them any material information relating the property which is within their knowledge. The criminal penalties for failing to abide with the CPR range from fines to imprisonment of up to two years.

Information withheld would be deemed to be ‘material’ if it would have caused the average consumer to take a transactional decision which he would not otherwise have taken. It is important to note that neither you as a seller, nor a landlord, nor this firm, acting on your behalf, must mislead the buyer or tenant by providing incorrect or ambiguous information, or by omitting to provide information. Please remember that certain information will be revealed through searches, surveys, valuations and other enquiries made by the buyer or tenant and so it is important to make all known disclosures as early in the transaction as possible to prevent delays.

**If you provide us with material and/or adverse information relating to any transaction, including the results of any survey, tests or checks carried out on the property, we have a duty to disclose the same to the buyer/tenant.** As these duties of disclosure apply to us as your solicitors we may no longer be bound by our duty of confidentiality to you if we become aware of any material information which must be disclosed to the other side. If you ask us to withhold any such information, we may be forced to stop acting for you in the transaction.

## 6. CHARGES AND EXPENSES

- a) **Hourly Rate Charges:** in most cases, our charges will be calculated mainly by reference to the time actually spent by our fee earners in carrying out your work. Chargeable activities include, but are not limited to: taking your instructions; considering the matter and documents; providing initial advice and drafting client care/retainer letter/e-mail; obtaining and verifying due diligence documents from you, any related persons and companies; completing the file opening process; preparing bills of costs; collating documents and preparing bundles; drafting detailed breakdowns of bill of costs/time recording; all incoming and outgoing emails and letters (and any other methods of written correspondence), no matter the length; all incoming and outgoing telephone calls, no matter the length; all meetings with you and others (in person or remotely); considering, drafting, formulating, working on and preparing court forms, documents and pleadings, documents generally, instructions to counsel (or other advisors) and attendance notes; legal research; monitoring and complying with deadlines; supervision of junior fee earners by senior fee earners and Partners; case consultations between fee earners; photocopying and scanning of documents; advising you throughout the matter; answering any questions you may have; providing you with copies of documents and correspondence; instructing counsel and/or experts; bank transfers; travel costs and time to and from the court or meetings; court attendance including waiting time; and subsistence costs.
- b) All chargeable activities no matter what length or duration, are charged in multiples of six-minute units of time; the minimum charge is therefore always six minutes of time charged at the relevant fee earner’s hourly rate.
- c) All work undertaken by us either before or after the date of any client care/retainer letter or e-mail will be chargeable in full.
- d) Our fee earners’ current hourly rates are set out below. VAT is currently 20%.
 

Senior/Managing Partner	£425 - £595	plus VAT	(£510 - £714)
Partner	£295 - £495	plus VAT	(£354 - £594)
Senior Associate	£250 - £395	plus VAT	(£300 - £474)
Associate	£225 - £325	plus VAT	(£270 - £390)
Assistant Solicitor	£195 - £295	plus VAT	(£234 - £354)
Trainee Solicitor (2 <sup>nd</sup> year)	£175 - £195	plus VAT	(£210 - £234)
Trainee Solicitor (1 <sup>st</sup> year)	£125 - £175	plus VAT	(£150 - £210)
Licensed Conveyancer	£195 - £425	plus VAT	(£234 - £510)
Consultant Solicitor	£250 - £425	plus VAT	(£300 - £510)
Paralegal / Legal Assistant	£125 - £195	Plus VAT	(£150 - £234)
- e) The hourly rates have to be reviewed periodically to reflect increases in overhead costs and inflation. Normally the rates are reviewed with effect from 1<sup>st</sup> September each year, but it could be earlier. If a review is carried out before your matter has been concluded, we will inform you of any variation in the rate.
- f) In addition to the time spent, our charges take into account a number of factors, including any need to carry out work outside our normal office hours, the complexity of the issues involved, the speed or urgency at which action

has to be taken, any specialist expertise that the case may demand in addition to the responsibility, skill and experience of the fee earner(s) dealing with the matter. In property transactions or in the administration of estates, for example, the price of the property, the size of the estate, or the value of the financial benefit may be considered. Where a charge reflecting any value element is to be added we will explain this to you.

- g) **Fixed Fees:** if possible, we will quote a fixed fee for undertaking a matter provided that it does not become more complicated, unduly delayed or outside of the scope of your initial instructions. If it does, additional charges will apply. Please note that a fixed fee is different from a fee estimate, which provides an indication of the likely fees.
- h) Where a fixed or conditional fee arrangement is made, you will be provided, separately and in writing, with any information which supersedes the terms outlined in these T&Cs.
- i) **Disbursements:** any expenses which we incur on your behalf will be charged to you at cost. We refer to such payments generally as “disbursements”. These may include Land Registry fees, Probate Registry fees, court fees, counsel and experts’ fees, property searches, recorded/special delivery postage, stationery, required electronic storage devices and so on. We have no obligation to make such payments unless you have provided us with the funds for that purpose. VAT may be payable on certain expenses.
- j) **Photocopying Charges:** photocopying charges which we incur on your behalf are payable by you. Photocopying that can be done by us in-house will be charged at the following prices:
  - Black & white A4: £0.35 + VAT per copy
  - Black & white A3: £0.45 + VAT per copy
  - Colour A4: £0.55 + VAT per copy
  - Colour A3: £0.65 + VAT per copyPhotocopying done by outside printers will be charged to you at cost.
- k) **Money Transfers:** we charge £50 plus VAT per domestic money transfer and £75 plus VAT per international money transfer. Any transfers requiring a currency conversion will be undertaken at the rate offered by our bank.
- l) **Abortive Fees:** if, for any reason, the matter aborts (does not proceed to completion), or your instructions to us are withdrawn or discontinued we will charge you on an hourly basis for the work actually carried out by us and for the disbursements which we have incurred on your behalf.
- m) It may be the case that you have **Before the Event Insurance (‘BTEI’)** which can assist you with payment of legal costs. BTEI is insurance which you may already have/had before the legal proceedings arose (for example, as part of your house insurance or car insurance policies) and which covers some or all of your potential costs liabilities in court proceedings. If you have BTEI, please let us know at the outset of your matter.
- n) In court cases and general litigation matters, you may be eligible to obtain **After the Event Insurance (‘ATEI’)** which can assist you with the payment of legal costs. ATEI is a type of legal expenses (costs) insurance policy that provides cover for the legal costs incurred in the pursuit or defence of litigation and arbitration. The policy is purchased after a legal dispute has arisen. ATEI can be purchased for nearly all areas of litigation, with the exception of matrimonial or criminal law; it is available to claimants and defendants; however, it is unlikely to be provided where the case involves novel or risky issues (and if offered, premiums are likely to be very high given the additional risk). Not all cases will be appropriate for ATEI. Nor will ATEI always be available; at least, not for a sensible premium. It is also often the case that ATEI insurers would require counsel’s opinion on the matter and the likelihood of your success; as a very general rule of thumb, there needs to be at least 60% likelihood of success in order to be eligible for ATEI. This of course can vary. ATEI insurers offer a variety of cover that is tailored to the specific needs of the client. The insurance will typically cover your own disbursements (not your own solicitor’s costs) and liability to pay your opponent’s legal costs in the event that they win the case. Own costs cover can be obtained but this is less common. Please let us know if you wish to discuss ATEI.

## 7. PAYMENT ARRANGEMENTS

- a) **Banks:** Our primary office and client accounts are with Lloyds Bank Plc, Holborn Circus. We also hold client accounts with Cynergy Bank, 87 Chase Side, London N14 5WH.

**Please note that our client account and office account bank details last changed in September 2018 and are not scheduled to change again. We will provide details of our bank accounts to all clients at the beginning of every transaction/matter. If you receive any other communication whether by e-mail, letter, telephone or otherwise claiming to be from Protopapas LLP and asking for funds to be transferred to an alternative account (instead of the account which was first provided to you) please contact us immediately and under no circumstances should you carry out any request outlined in such communication. We always recommend that you call our accounts department on 020 7636 2100 prior to making any payments into our account so that you verify our bank details.**
- b) **Property transactions:** We will ask you to pay a sum on account of fees and disbursements, generally, at the outset of the transaction and as later may be required.

Please note that we are not able to exchange or complete the purchase of any property unless the deposit and/or completion monies are actually in our firm’s client account in cleared funds. If you are proposing to use cheques, please note that our bank needs five working days in order to clear cheques. We suggest that the fastest way of transferring clear funds is to instruct your bank to remit directly into our firm’s client account prior to 10.00 a.m. on the day on which the funds are needed; or preferably, on the day before.

After exchange of contracts we will send you our bill together with a statement particularising all receipts (including the amount you paid on account) and outgoings and the amount required from you to complete. Payment is

required on a purchase prior to completion and on a sale at completion. Our fees and disbursements will be deducted from any funds which we receive from you and/or for you.

If a transaction aborts, (i.e. does not complete) you will be charged abortive fees proportionate to the actual amount of work which has been carried out by the fee earner.

- c) **Administration of estates:** It is normal practice to ask clients to pay a sum on account of fees, expenses and disbursements from time to time. We will normally issue regular interim bills during the administration. The final account will be prepared when the estate accounts are ready for approval.
- d) **Court and other cases or transactions:** It is normal practice to ask clients to pay sums of money from time to time on account of the fees and expenses that are expected in the following weeks or months. We find that this helps clients in budgeting for costs as well as keeping them informed of the legal expenses that are being incurred. If such requests are not met with prompt payment, we reserve the right to stop acting for you.
- e) **Payment terms:** Payment to us is due within 14 days of us sending you a bill. Where we are acting for more than one client on a matter, the clients are all jointly and severally liable for the payment of our costs. You hereby agree that, at our discretion, we can apply any funds held on account against any of our bills. Interest will be charged on a daily basis at 8% over Lloyds Bank Plc's base rate from time to time from the date of the bill in cases where payment is not made within 14 days of our delivery of the bill.
- f) **Late payments:** Where payment of a bill is not made within 14 days of delivery of the bill we reserve the right to cease acting for you and, where appropriate, to be removed from the court record as acting for you.
- g) **Credit Limit:** Where a credit limit is allowed as may be stipulated in the client care letter on each matter please note that once the credit limit is reached, no further work will be undertaken until outstanding interim bills of costs and any disbursements are settled in full. We can cancel or vary any credit limit at our discretion at any time.
- h) **Legal Costs:** You will be liable for the payment on an indemnity basis of all our legal costs incurred during any dispute regarding legal costs or legal costs incurred in the event, or in contemplation of a claim being issued against you by our firm for the recovery of unpaid bills and disbursements, including any defence and counterclaim that may arise even where any claim and/or counterclaim is less than £10,000 or for no monetary value.
- i) **Cash:** Please note that we will not accept cash in excess of £1,000 without very close examination of the source of funds and with the authority of the firm's Money Laundering Reporting Officer. You may also be required to complete a source of funds questionnaire.
- j) **Cards:** Payments can be made by debit or credit card and are subject to the following charges:
  - All debit cards – 50p per transaction plus VAT
  - All credit cards – 3% net per transaction plus VAT
  - American Express – Not accepted
- k) **Payments to our account:** We do not accept direct credits to our account other than by way of Faster Payments, BACS or CHAPS payments. Specifically, you must not pay cheques or cash directly into our account. You must also notify us in advance of any payments you are intending to make to our account. If clients circumvent this policy by depositing cash direct with our bank, we reserve the right to charge for any additional checks we deem necessary regarding the source of those funds.
- l) **Account from which payments are made:** We accept funds only from individuals, companies or organisations whose identity we have verified in accordance with the requirements set out in paragraph 19 below. Funds must therefore be sent to us from your personal or company account. If funds are to be sent to us from an account held in the name of another person or company on your behalf we are required by the money laundering legislation to conduct the same due diligence investigations set out in paragraph 19 below on the person or company who sends the funds, as well as you.
- m) **VAT:** Our firm is VAT registered. Our VAT number is 302 9019 37.
- n) **Delivery of Bills:** please note that we shall deliver all bills to you by way of e-mail (unless you instruct us that you require hard copies of the same).

## 8. OTHER PARTIES' CHARGES AND EXPENSES

- a) In some cases, and transactions, a client may be entitled to payment of their costs by some other person. It is important that you understand that in such circumstances, the other person may not be required to pay all the charges and expenses that you incur with us. You have to pay our charges and expenses in full in the first place and any amounts which may be recovered will be a contribution towards them. If the other party is in receipt of legal aid, or if otherwise they are impecunious, then no costs are likely to be recovered.
- b) If you are successful and a court orders another party to pay some or all of your costs and expenses, interest can also be claimed on them from the other party from the date of the court order.
- c) You will also be responsible for paying our fees and expenses of enforcing any court order or otherwise seeking to recover any costs that the court orders another party to pay to you.
- d) If you are unsuccessful in a court case you may be ordered to pay the other party's legal fees and expenses. That money would be payable in addition to our own fees and expenses payable to your own solicitor. We would

advise you to consider the possibility of taking out ATEI before or during the court case in order to potentially cover liability for such legal expenses. Please see more detailed notes at point 6.n) above.

- e) We would also advise you to investigate whether you might be eligible for legal aid. We do not offer legal aid services but we may be able to put you in touch with other firms which might be able to assist you.

## 9. INTEREST PAYMENT

- a) Any money which we receive on your behalf will be held in our Client Account.
- b) We do not generally pay interest on monies held on client account as these monies are held in an instant access account, to facilitate the carrying out of your instructions nor do we generally pay interest where the interest earned is less than £50.00, unless it would be fair and reasonable to do so.
- c) There may be circumstances where it would be fair and reasonable to pay interest for example if we hold substantial funds or funds for a long period of time. When this is the case, we will pay a fair and reasonable amount taking into consideration the rate equivalent to Lloyds Bank Plc instant access savings account.
- d) If clients' monies are held in a separate designated deposit account all interest earned on that account will be credited to the client.
- e) The interest paid to clients may be less than that received by the firm but the enhanced rate the firm receives reflects the aggregation of clients' funds.
- f) We will charge for our time in setting up designated client accounts and for calculating interest.

## 10. FINANCIAL SERVICES

- a) This firm is 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 out insurance mediation 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 <http://www.fca.org.uk/register>.
- b) If, while we are acting for you, you need advice on investments, we may have to refer you to someone who is authorised by the Financial Conduct Authority. However, as we are regulated by the Solicitors Regulation Authority, we may be able to provide certain limited investment services where these are closely linked to the legal work we are doing for you.
- c) While undertaking work on your behalf, we will not seek to advise you or attempt to arrange a sale of any type of insurance which is not relevant to your current transaction.
- d) If it is necessary during the course of the transaction for any 'Defective Title Insurance' to be put in place for you we will arrange such insurance through one of our associated providers as may be appropriate in all the circumstances, although we are not contractually obliged to conduct business in this way. We receive no commission for arranging this service for you but we may make a charge for our time in arranging such insurance.
- e) We will not advise on the terms of any Mortgage Application you may make but will discuss the terms of any Mortgage Offer with you at the appropriate time.

## 11. STORAGE OF PAPERS AND DOCUMENTS

- a) We are entitled to, and will, keep all your papers and documents while there is money owing to us for our charges and expenses.
- b) At the end of your matter, we will keep your file of papers in storage either in hard copy and/or scanned electronically for not less than 6 years after the conclusion of the matter. After that, we have the right to and you agree that we may destroy/delete your papers or make a charge for storage if we ask you to collect your papers and you fail to do so. We will not, of course, destroy any original documents such as wills, deeds, and other securities, which you ask us to hold in safe custody. No charge will be made to you for such storage unless prior notice in writing is given to you of a charge to be made from a future date which may be specified in that notice.
- c) If we retrieve papers or documents from storage in relation to continuing or new instructions to act for you, we will not charge you for it. However, in all other cases we may make a charge based on time spent for producing stored papers or documents to you or others at your request. We may also charge for photocopying documents, reading, correspondence or other work necessary to comply with the instructions given by you or on your behalf.

## 12. TERMINATION

- a) You may terminate your instructions to us in writing at any time but we will be entitled to keep all your papers and documents while there is money owing to us for our fees and expenses. If at any stage you do not wish for us to continue acting for you, you must tell us this clearly in writing and at the earliest possible.
- b) If we decide for good reason or are forced to stop acting for you, we will tell you the reason and give you written notice.

- c) Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, for some non-business instructions, you may have the right to withdraw, without reason or charge, within 14 days of the date on which you asked us to act for you. The cancellation period will expire after 14 days from the day of your instructions. However, if we start work with your consent within that period, you lose that right to withdraw. Your acceptance of these T&Cs of business amount to such consent. If you seek to withdraw instructions, you should give notice to the fee earner responsible for your work and the notice must be in writing (e.g. a letter, fax or e-mail). We can provide you with a specimen notice upon request, if so required.
- d) If you choose to cancel your instructions, we will reimburse to you all payments received from you unless work has been carried out. 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 instructions. We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement. If you requested 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 you have communicated to us the cancellation of your instructions.
- e) The Consumer Protection from Unfair Trading Regulations 2008 may also apply to your instructions. You will be able to obtain a copy of the regulations and all other legislation mentioned in these T&Cs from [www.legislation.co.uk](http://www.legislation.co.uk).

### 13. LIMITED LIABILITY COMPANIES, LLPS AND CORPORATE BODIES

When accepting instructions to act on behalf of any of the above type of entity or any other non-natural person, we may require authorised individuals to sign a form of personal guarantee in respect of the fees and expenses incurred or to be incurred by this firm. If such a request is refused, we will be entitled to stop acting and to require immediate payment of our charges to that date.

### 14. DATA PROTECTION ACT 2018 & (UK) GENERAL DATA PROTECTION REGULATIONS ('GDPR')

- a) We are licensed under the relevant data protection regulations to hold data about you. We are also a data controller and at times, a data processor and are responsible for your personal data which you provide to us. Our Data Protection Officer is Chrysanthos Protopapas.
- b) Our full Data Protection and (UK) GDPR policy/notice can be found on our website: <https://protolaw-cdn-1.s3.eu-west-2.amazonaws.com/wp-content/uploads/2023/07/18084558/Annex-3F-V.6-May2023-SB.pdf>. Please let us know if you would like us to provide you with a hard copy.
- c) In order to facilitate our communications with our clients and our administration of their affairs, we are required, in certain circumstances, to obtain our clients' consent to our recording and/or processing of their relevant personal information on our firm's computer system and on any paper files which we hold.
- d) If consent has been obtained, from time to time we may use your details to send you information on our services and/or legal updates which we think might be of interest to you.
- e) If you attend our office please take note that we operate closed-circuit television for security purposes. We also record telephone calls for training, reference and monitoring purposes.
- f) It is your entitlement to make a 'Subject Access Request' requesting details of data which we hold relating to you. Within one month of the date of receiving your request we will supply you with a copy of the data relating to you. We will provide a description of the data and the purposes for which it is processed, and with details of the source of the data and any potential recipients of the data. We may charge a fee of up to £10 for responding to your request.

### 15. QUALITY AUDIT

We are committed to providing quality services. This commitment requires our practice to be subjected to external assessors in order that the appropriate quality mark can be maintained. This process may from time to time include the requirement for the assessor to have access to a sample of case files to gather evidence that the standards are being met. Such access is granted on a strictly confidential basis and you should tell us if you do not want your file or any of your personal information made available for such assessment.

### 16. COMMUNICATION BETWEEN YOU AND US INCLUDING ELECTRONIC COMMUNICATION

- a) It is our usual practice to provide advice to clients in writing. We do not accept responsibility for any advice given to clients over the telephone or at meetings unless it is confirmed in writing. Please therefore do not act on any advice given over the telephone or at meetings until it is communicated in writing by letter, fax or e-mail.
- b) We will aim to communicate with you by any method you may prefer – so please let us know your preference.
- c) During the course of the retainer for the transaction or matter, we may (unless you expressly ask us not to do so) communicate with you (and with others for the purposes of the retainer), electronically. You accept that the electronic transmission of information cannot be guaranteed to be secure or free from error and it remains your responsibility to carry out virus checks of any attachments before launching any document (howsoever received).

- d) Internet communications are capable of data interception and corruption and therefore we do not accept any responsibility for changes made to such communications after their dispatch. It may therefore be inappropriate to rely on advice contained in an e-mail without obtaining further confirmation of it from the relevant fee earner. We do not accept responsibility for any errors or problems that may arise through the use of internet communication and all risks connected with sending commercially sensitive information relating to your business and transaction are borne by you. If you do not agree to accept this risk, you should notify us in writing that e-mail is not an acceptable means of communication.
- e) We may need to virus-check disks or e-mails.
- f) We use filtering and firewall software for incoming e-mail and internet connections. Consequently, you should not assume that e-mails sent by you are received. Unless you withdraw consent, we will communicate when appropriate by e-mail or fax but we cannot be responsible for the security of such means of correspondence.
- g) Our e-mail system cannot accept more than 20mb of data per e-mail.

## 17. CLIENT CARE & COMPLAINTS PROCEDURE

Our aim is to offer our clients an efficient and effective service at all times. We are proud that our practice has been accredited by The Law Society with the LEXCEL Practice Management Standard; and with the LawNet Quality Standard ISO 9001. We hope that you will be pleased with the work we do for you. However, should there be any aspect of our service with which you are unhappy, please follow the following procedure:

- a) Raise your concern in the first place with the fee earner with whom you have the grievance. If you feel that your grievance is not resolved to your satisfaction, you should contact the supervising partner and if your grievance is with that partner please contact the client care partner of the firm, Zoe Protopapas.
- b) If the complaint is not resolved to your satisfaction, you may be eligible to take up your complaint with the Legal Ombudsman, the independent complaints body for complaints about lawyers. Upon request, we will provide you with a list of eligible persons whose complaint can be heard by the Legal Ombudsman. You may or may not qualify.
- c) Normally the Legal Ombudsman expects you to allow us 8 weeks to try to resolve your complaint before contacting them, and complaints should be made within 6 months of the conclusion of the firm's complaints procedure. Also, please note that, generally speaking, your complaint should be brought to the Legal Ombudsman no later than 12 months from when the problem occurred or from when you should reasonably have become aware of the problem.
- d) For more information on how the Legal Ombudsman works please visit the Legal Ombudsman's website.
- e) The Legal Ombudsman's contact details are as follows:
  - Address: PO Box 6167, Slough, SL1 0EH
  - Telephone: 0300 5550333
  - E-mail: [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk)
  - Website: [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk)

## 18. THE MONEY LAUNDERING, TERRORIST FINANCING AND TRANSFER OF FUNDS (INFORMATION ON THE PAYER) REGULATIONS 2017, THE PROCEEDS OF CRIME ACT 2002 AND THE CRIMINAL FINANCES ACT 2017 ('THE MONEY LAUNDERING REGULATIONS')

- a) The Money Laundering Regulations place a mandatory obligation on various organisations to make a formal disclosure, known as a Suspicious Activity Report (SAR), to the National Crime Agency (NCA) in respect of anyone, including those we deal with in a business capacity, who we suspect of having benefited from the proceeds of criminal activity. Such benefits can include (but are not limited to) money acquired through failure to declare earnings to the Inland Revenue, fraudulent benefit or insurance claims, terrorist and criminal activity. The Money Laundering Regulations also prohibit us from informing clients of any matters we have reported to NCA. Where a solicitor knows or suspects that a transaction on behalf of a client involves money laundering, the solicitor may be required to make a SAR. If this happens, we may not be able to inform you that a disclosure has been made or of the reasons for that disclosure but will have to suspend work pending an investigation which may also involve HM Revenue and Customs.
- b) We would recommend to all our clients that where they have any concerns about any potential financial irregularities, they take appropriate advice to correct these irregularities immediately and notify us of the same.
- c) If you are a purchaser in a property/company transaction, and in certain other transactions or litigation, in order to satisfy very strict requirements imposed by The Money Laundering Regulations the Terrorism Act 2000 ('TA 2000') and the Anti-terrorism Crime and Security Act 2001 we will always ask you to confirm the source of your funds accompanied with sufficient proof if so required. This may involve completing a source of funds questionnaire at the outset of the transaction and providing copies of your bank statements. In the event that detailed investigations are required in order to confirm your source of funds, we may raise additional charges charged on an hourly basis in accordance with how much time is spent investigating the matter.
- d) We may also be required to carry out enhanced due diligence checks on clients including any transaction or business relationship involving a person established in a 'high risk third country', any transaction or business relationship involving a 'politically exposed person' ('PEP') or a family member or known associate of a PEP and

any other situation that presents a higher risk of money laundering or terrorist financing. Transactions involving such clients may also be monitored more closely throughout.

## 19. VERIFICATION OF IDENTITY AND ADDRESS – ‘DUE DILIGENCE’ or ‘KNOW YOUR CLIENT’ DOCUMENTS

- a) The law requires solicitors to obtain satisfactory proof of the identity of their client and sometimes the people related to them and other parties involved in a matter or transaction. This is because solicitors who deal with money and property on behalf of clients can be used by criminals wishing to launder money.
- b) In order to comply with the law on money laundering, we have to ask you to provide the documents and information listed below as soon as possible.
- c) Please note that we may also collect essential data electronically to establish your identity.
- d) In respect of any **individual client**, we require the following:
- e) For proof of **identity**, we will need to see the original and take a copy of **one** of the following:
  - Valid full passport
  - EEA National identity card (with photograph)
  - Full UK/EEA driving licence (with photograph)
- f) For proof of **address**, we will need to see the original and take copies of **two** of the following:
  - Utility bill (not a mobile phone bill) – less than two months’ old
  - Bank/building society statement – less than two months’ old
  - Credit card statement – less than two months’ old
  - Council Tax bill for the current year
  - Mortgage statement – less than two months’ old
  - Home/motor insurance certificate for the current year
  - Benefit book

**Please Note: we do not accept printouts of electronic documents, but we may, in very limited circumstances, accept original PDF utility bills which have been e-mailed to us in their native format.**

- g) For **Companies, LLPs and other types of organisations** we need one proof of identity and two proof of address documents (as listed above) in respect of **each** of the following persons of the company or organisation:
  - all directors, the secretary and any other officers.
  - all shareholders.
  - all beneficial owners.
  - all authorised signatories and/or attorneys who will be signing documents on behalf of the company or organisation.
  - any other relevant persons.
- h) For **Companies, LLPs and other types of organisations**, we also need copies of the Memorandum and Articles of Association and Certificate of Incorporation and any other constitution documents of the company or organisation, including any declaration of trusts and confirmation of the registered office address. We must be provided with full details until we are able to see the details of the ultimate beneficial owner of the company or organisation.

**Please note: we will conduct enhanced checks on offshore companies and other offshore organisations.**

- i) **Where we are unable to meet in person**, we can accept copies of the relevant documents but only where the copies are duly **certified** as being true copies of the originals by a solicitor, commissioner for oaths, notary public or duly authorised officer at the British Consul’s office or if the documents are apostilled.
- j) We must also know whether you or any members of your family or any close business associates are a Politically Exposed Person – please see the form enclosed with these terms of business.
- k) In addition, we will undertake an electronic ID / AML verification to confirm the validity of your identification using a third-party online provider. A fee of around £20 - £40 + VAT per search will be charged to you and this will appear on your bill. This online enquiry may create an entry in your credit history. In the case of an adverse result, you will also be charged at our published rates for any other work in relation to this, e.g. advising you of the result and taking any further steps on your behalf or obtaining more information from you.

**If you are unable to comply with any of these due diligence requirements, please contact us immediately.**

## 20. TAX ADVICE

- a) Any work that we do for you may involve tax implications or necessitate the consideration of tax planning strategies. We are not tax specialists and 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 any tax implications arising. If you have any concerns in this respect, please raise them with us immediately. If we cannot assist you, we may be able to identify a specialist to provide advice.
- b) In relation to property acquisitions, gifts and transfers, we are aware that there are Stamp Duty Land Tax (‘**SDLT**’) schemes/advice on the market from time to time. We cannot advise on such schemes/advice but, if you wish, we can recommend someone to assist you. In any event, it is your liability and responsibility to ensure that you pay the correct SDLT; and we cannot be held liable under any circumstances for any SDLT amount which we



suggest is payable (calculated by using HMRC's online calculator) in respect of any transaction. We strongly recommend that you take advice from a specialist SDLT advisor to confirm the correct amount of SDLT payable in respect of your property acquisition (or other acquisitions such as the acquisition of shares of a company).

- c) In relation to property disposals (including gifts or other disposals such as the disposal of shares of a corporate entity) it is your liability to ensure that you declare and pay the correct taxes such as Capital Gains Tax, Corporation Tax etc. We strongly recommend that you seek advice from a tax advisor as to the tax payable.
- d) We can recommend specialist tax advisors and accountants to assist you if so required upon request.

## 21. LIMITATION OF LIABILITY

- a) The liability of the firm, its partners, fee earners and other employees is limited to a maximum of £20,000,000 per claim in respect of any one claim or series of claims, arising from any breach of conditions, representation, statement or tortious act or omission. If there is more than one client, then the limit of liability will be apportioned equally between the clients.
- b) In the unlikely event of a claim being made against us by a client, it is Protopapas LLP who is liable for that claim, and not an individual, partner, solicitor, member of staff or consultant. By accepting these T&Cs you agree not to bring any claim against an individual except for in the event of fraud.
- c) We will not be liable for any pure economic loss, loss of profit, loss of business, depletion of goodwill or other similar loss arising from any breach of conditions, representation, statement or tortious act or omission.
- d) Please note that we will not be liable to repay money lost through a cyber-attack of any kind or banking failure and our insurance will not likely cover such losses.
- e) Unless otherwise expressly agreed our services are only provided to you as our client(s) and do not extend to any of your affiliates and/or friends and family members. Our services are for your benefit only and any advice provided cannot be used or relied upon by any other person, company or organisation or for any other purpose whatsoever. We do not accept any liability in the event that such circumstance arises.
- f) Where we instruct independent experts, counsel or any specialist advisers ('Advisors') on your behalf, we are not liable for any act, omission or negligence of the Advisors which may result in a claim from you. Any such claim must be brought against the Advisor.

## 22. TERMS & CONDITIONS OF BUSINESS

- a) Unless otherwise agreed, and subject to the application of the hourly rates chargeable from time to time, these T&Cs shall apply to the current and any future instructions given by you to this firm.
- b) Your continuing instructions will amount to an acceptance of these T&Cs in their entirety.
- c) However, we do require you to sign and return one copy of these T&Cs. We reserve the right to refuse to act for you until one duly signed copy of these T&Cs has been returned to us for our file and any payment on account requested by us has been received.
- d) If you have any difficulty or query with these T&Cs please telephone 020 7636 2100 for clarification upon receipt.

## 23. RELATIONSHIP BETWEEN THE LAW SOCIETY, THE SOLICITORS REGULATION AUTHORITY AND THE LEGAL COMPLAINTS SERVICE

The Law Society is a designated professional body for the purposes of the Financial Services and Markets Act 2000 but responsibility for regulation and complaints handling has been separated from the Law Society's representative functions. The Solicitors Regulation Authority is the independent regulatory body of the Law Society and the Legal Ombudsman is the independent complaints handling body of the Law Society.

## 24. ADDITIONAL DOCUMENTS

If you wish to proceed with instructing our firm, please consider and return to us the additional documents enclosed with these terms of business, namely:

- a) Politically Exposed Persons form
- b) Client Specimen Signature form

## 25. VARIATION

Except as expressly provided in these T&Cs and any accompanying letter/e-mail no variation or amendment of this document or oral promise or commitment related to it shall be valid unless committed to writing and signed by or on behalf of all parties. However, if you continue to instruct us without first having signed either these T&Cs or any accompanying letter/e-mail, or any variation of either, you will be deemed to be bound by the same.

## 26. MISCELLANEOUS, GOVERNING LAW & JURISDICTION

- a) Each provision in these T&Cs is enforceable independently. In the event that one provision is deemed invalid or unenforceable it will be deemed deleted and will not affect the validity and enforceability of the remaining provisions.

- b) In the event that either we or you do not exercise or enforce any rights arising under this agreement this will not constitute a waiver of any such rights.
- c) No third party or other person apart from you as our client(s) shall have any rights under this agreement or legal entitlement to enforce the terms of the same.
- d) This agreement and the provision of our services will be governed by the laws of England & Wales and you irrevocably agree to submit to the exclusive jurisdiction of the courts of England & Wales.

## PROTOPAPAS

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### ACCEPTANCE OF PROTOPAPAS TERMS OF BUSINESS

*(Please delete as appropriate)*

- 1. I/we confirm that I/we have read, understand and accept these Terms of Business and any accompanying client care letter and/or e-mail.
- 2. I/we confirm that I/we have read, understand and accept the Protopapas LLP Data Protection Policy and Privacy Notice which can be found here: <http://www.protolaw.co.uk/wp-content/uploads/2018/09/PPS-Data-Protection-Policy-and-Privacy-Notice-01.09.2018.pdf>
- 3. I/ we consent in accordance with the General Data Protection Regulations and other relevant Data Protection Regulations to my/our personal data being processed and when necessary disclosed to third parties in carrying out my/our instructions, in accordance with Protopapas LLP's Privacy Policy.
- 4. I/we consent to my/our file, and the information it contains, being made available to an external assessor for the purposes of a quality audit.
- 5. Proof of Identity and Address has been provided / is enclosed / will follow.
- 6. Politically Exposed Persons form and Client Specimen Signature form is enclosed / will follow.

Signed: .....

Name(s): .....

Dated: .....

## PROTOPAPAS

### POLITICALLY EXPOSED PERSONS FORM

UK solicitors are required to discover whether they might be acting for a UK or foreign official. If they are, then they need to carry out enhanced due diligence on the client and the source of their funds. The recent publicity has forced us to ask the question of every client, however unlikely, and so we need to explain the term to you and ask you to let us know if you are a 'Politically Exposed Person' ('PEP').

#### Who is a PEP?

A PEP is a person who has been entrusted within the last 12 months by:

- a state or government
- a community institution, or
- an international body

and who fulfils one of the following public roles:

- heads of state, heads of government, ministers and deputy or assistant ministers
- Members of Parliament
- members of supreme courts, or constitutional courts or of other high-level judicial bodies whose decisions are not generally subject to further appeal, except in exceptional circumstances
- members of courts of auditors or of the boards of central banks
- ambassadors, chargés d'affaires and high-ranking officers in the armed forces
- members of the administrative, management or supervisory bodies of state-owned enterprises.

PEPs will also include this person's family members and known close associates.

Please could you consider the list and let us know if you, a family member or any of your close associates fall into that category? Please do not worry if you do, we will just have to ask additional questions, carry our enhanced due diligence checks and ensure that your file is handled by a senior person in our firm.

*(Please delete as appropriate)*

I/we confirm that I/we am/are not a PEP and neither are any of my/our family members or close associates

Signed: .....

Name(s): .....

Dated: .....

*If you, a family member or any close associate are a PEP please provide us with further details of your appointment:*

.....  
.....  
.....

**PROTOPAPAS**

**CLIENT SPECIMEN SIGNATURE FORM**

*Please provide two specimen signatures for each client:*

NAME.....

*Specimen Signatures:*

COMPANY .....  
(If applicable)

DATE .....

NAME.....

*Specimen Signatures:*

COMPANY .....  
(If applicable)

DATE .....

NAME.....

*Specimen Signatures:*

COMPANY .....  
(If applicable)

DATE .....

NAME.....

*Specimen Signatures:*

COMPANY .....  
(If applicable)

DATE ...../...../.....