WEISBERG LEGAL
SOLICITORS

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Summary of Terms of Business with Weisberg Legal

This is a very brief summary of our Terms of Business but we suggest you still read them in full!

1. Who we act for and what we do

- We act for the client named in our Client Engagement Letter, on the matter described there.
- It will explain what we will do, who will be responsible and how we will charge.
- We do not advise on tax, financial advice or non-English law.

2. What you can expect from us

- Fair treatment, clear communication and regular updates on progress, costs and key decisions.
- Work carried out with reasonable care and skill, and in line with our professional duties.
- Your information kept confidential, subject to legal and regulatory obligations.

3. What we expect from you

- Treat us with courtesy and respect. We will stop acting if you are abusive or aggressive.
- Give us clear, honest instructions, respond promptly to requests for information and documents, and tell us if anything important changes.
- Read our letters and emails and ask if anything is unclear.

4. Fees and payment

- Our Client Engagement Letter will explain how we charge and when we will invoice you.
- Bills are payable when received. If a bill remains unpaid for 30 days, or if you do not meet a reasonable request for payment on account, we may charge interest and recovery costs, suspend or terminate our work, and retain papers or other property as set out in the full Terms of Business.

5. Our liability

- Our liability to you is limited to £3 million and set out in the full Terms of Business.

6. Money and cyber-security

- We hold client money in regulated client accounts and follow the SRA Accounts Rules.
- We will not notify changes to our bank details by email. Always check bank details with us on a trusted phone number before sending money.
- If you receive any suspicious communication about payments or bank details, contact us immediately and do not act on it.

7. Ending our engagement and complaints

- You may end our instruction at any time by writing to us; you must pay our fees and expenses up to that point.
- We may stop acting if, for example, you do not pay, do not provide information we reasonably need, behave abusively, or continuing to act would breach our duties.

Weisberg Legal is the trading name of Weisberg Legal Limited, a company registered in England & Wales with Company Registration Number: 12856118.
We are authorised and regulated by the Solicitors Regulatory Authority with Authorisation Number: 808368.

Terms of Business with Weisberg Legal

1 **Our Contract with You**

1.1 These Terms of Business apply to all work we do on your behalf. This is an important document, please read and keep it for future reference.

1.2 When you instruct Weisberg Legal we will send you a letter confirming your instructions and setting out the scope of the work we will carry out for you, our fees and individual contact details, this is called the Client Engagement Letter. These Terms of Business should be read together with the Client Engagement Letter and together they form the contract between us.

1.3 If there is any inconsistency between our Terms of Business and the Client Engagement Letter, the Client Engagement Letter will take priority.

1.4 Your continuing instructions will amount to your acceptance of these Terms of Business.

1.5 If we have commenced any services (for example by gathering information or giving initial advice) prior to your receipt of our Client Engagement Letter or Terms of Business, then notwithstanding that the contract is made after the provision of such services, the terms contained in the documents shall be deemed to apply from the commencement of such services.

1.6 Unless otherwise agreed, these Terms of Business will apply to all future instructions you give us on this or any other matter.

1.7 From time to time, we may amend or replace these Terms of Business. In such circumstances we may notify you by email, letter or client portal of the proposed changes and, unless you object in writing within 14 days of such notification, the new Terms of Business will come into effect from the end of that period and will apply to all matters on which we are instructed by you at that time.

1.8 These terms of business were first published on 28 October 2020 and last updated on **15 October 2026.**

2 **About us**

2.1 Weisberg Legal Limited trading as Weisberg Legal is a company incorporated in England and Wales with registered number 12856118. Our registered office is at 4-5 Hayes Place, Bath BA2 4QW. Our managing director is Kieran James Weisberg and a list of current directors and staff is available on our website and at our registered office.

2.2 Our postal address is 4-5 Hayes Place, Bath BA2 4QW; Our telephone number is 01225 422466; Our fax number is 01225 444330, our website is www.weisberglegal.co.uk and our mail email address is info@weisberglegal.co.uk .

2.3 Weisberg Legal is authorised and regulated by the Solicitors Regulation Authority (SRA) whose address is The Cube, 199 Wharfside Street, Birmingham, B1 1RN. The SRA is the independent regulatory arm of the Law Society of England and Wales, our professional body. Our SRA authorisation number is 808368. All services provided by Weisberg Legal are regulated by the SRA. You can access the SRA's standards and regulations on the SRA's website at www.sra.org.uk or by calling 0370 606 2555.

2.4 We are registered with HMRC for Value Added Tax (VAT) and our VAT registration number is 437 0638 50.

2.5 Where we say 'we', 'us' or 'our' in these Terms of Business, we mean Weisberg Legal Limited.

3 **About you**

3.1 Where we say 'you' or 'your' in these Terms of Business, we mean only the client identified in the Client Engagement Letter and with whom we contract. Those terms do not include any other person or entity connected with you, including relatives, employees, directors, officers, shareholders, subsidiaries, parent companies or any

representative authorised to give instructions on your behalf (an Authorised Representative). An Authorised Representative may act for you as described below, but does not thereby become our client.

3.2 If we are notified that you have a duly Authorised Representative, subject to any express agreement to the contrary, we may treat them for all purposes as authorised to act on your behalf, including for the purposes of providing instructions and notices, giving consents and receiving updates, notices, costs information and invoices from us.

4 **What you can expect from us**

4.1 We are normally open between 08:30 and 17.00 from Monday to Friday but individual staff members may have different working patterns as we support working parents and flexible working. We may arrange appointments outside of these hours. We are closed on all weekends and bank holidays.

4.2 We will update you in person, by video conference, telephone or in writing (including by email) with progress on your matter and explain to you the legal work required as your matter progresses.

4.3 We will update you at appropriate intervals on the likely timescale for each stage of your matter and any important changes in those estimates. Whenever there is a material change in circumstances associated with your matter, we will update you on whether the likely outcomes still justify the likely costs and risks.

4.4 We will update you on the cost of your matter at the intervals set out in the Client Engagement Letter.

4.5 We are committed to acting in a way that encourages equity, diversity and inclusion in all our dealings with clients, third parties and employees. If it would assist you for our services to be delivered to you in a particular way, for example larger font with our letters or a face to face meeting if you have difficulty reading, please let us know and we can investigate whether this is practicable.

4.6 We will:

4.6.1 treat you fairly and with respect;

4.6.2 communicate with you in plain language;

4.6.3 identify to you the person who will have overall supervision of the services provided to you. Where appropriate your work may be dealt with by another solicitor, legal executive or lawyer so that your work is carried out efficiently and economically;

4.6.4 review your matter regularly;

4.6.5 advise you of any changes in the law that affect your matter;

4.6.6 advise you of any reasonably foreseeable circumstances and risks that could affect the outcome of your matter;

4.6.7 review the costs of your matter regularly and update you promptly should our estimate change; and

4.6.8 report to you promptly the outcome or any significant developments in your matter and identify any further action that should be taken.

4.7 By its very nature sometimes legal matters can be complex. If you do not fully understand something we are explaining to you please let us know. We will always accommodate a telephone call or meeting, to which you can bring a trusted third party, so that we can try and explain any difficult matters more clearly.

5 **What we expect of you**

It is a condition of our acceptance of your instructions that you agree to:

5.1 provide documents when we ask for them and respond promptly when we ask for instructions or information;

5.2 be open and honest with us about all circumstances relating to your matter;

5.3 cooperate fully with us to ensure that any checks we need to make in relation to your identity, ownership, status, source of funds or source of wealth can be completed promptly, without this we are unable to accept your instructions or deal with any transaction for you;

5.4 treat everyone at our Weisberg Legal with courtesy and respect at all times. We have a zero-tolerance policy towards abusive, aggressive or discriminatory behaviour, whether in person, by phone, email or on social media. If this happens, we may end our engagement and, where appropriate, report the behaviour to the police;

5.5 notify us if your contact details change;

5.6 tell us immediately if your expectations change or if you are not sure you understand what we have discussed;

5.7 inform us of any time limits or objectives that might not be obvious to us;

5.8 not give us instructions which you know or ought to know are inconsistent with the law or illegal;

5.9 keep password details for any account you use to communicate with us secret and secure, change your password for any such account immediately upon receiving any indication that security for the account may have been compromised, and notify us immediately if you receive any email or other communication purporting to be from us stating that we have changed our bank details or payment arrangements; and

5.10 let us know about any other changes that may affect the way we deal with your matter, including any changes that may affect your tax status in any jurisdiction.

If you do not agree to any of the above, or if in our reasonable opinion during the course of our engagement you breach any of the above, we may terminate our engagement with you.

6 **Cancellation Rights**

6.1 If you are acting for purposes outside your trade, business, craft or profession, you are likely to be a consumer. Where the contract is made at a distance or away from our offices, you may have a legal right to cancel it within 14 days beginning on the day the contract is formed. If you ask us to start work during that period and then cancel, you must pay for the work carried out up to cancellation, together with applicable VAT and disbursements; any other sums paid towards our costs will be refunded.

6.2 You will lose this right to cancel if you have expressly requested we provide services during the cancellation period and they have been fully performed before you inform us of your intention to cancel.

6.3 To cancel your contract with us please contact the lawyer responsible for your matter in writing stating that you wish to exercise your right to cancel the contract in accordance with this paragraph.

7 **Joint Clients**

7.1 Where you instruct us jointly with another person or entity your right to confidentiality and your ownership of our file is joint and common, and we will be obliged to share with your joint client(s) all information that you give to us and any instructions that you provide to us. This will remain the case after your contract with us has ended. The protection of ‘legal privilege’ will be retained by you jointly.

7.2 We may agree with you that one of you may give instructions on behalf of you all, however you may revoke your consent to such an arrangement at any time and require us to seek instructions from you all. Where such an arrangement is in place we reserve the right at our absolute discretion to require confirmation of instructions from all of you where we consider it appropriate to do so.

7.3 If you require information or documents held by us on the conclusion of our contract with you, we can provide any one of you with such information or copies of documents without the consent of your fellow joint clients, but we can only release original documents on receiving instructions from you all.

8 **Conflicts of interest**

8.1 Our professional rules prevent us from acting where there is a conflict of interest, or a significant risk of a conflict of interest arising, between:

8.1.1 us (or one of our lawyers) and a client;

8.1.2 two (or more) of our current clients (save in certain, limited circumstances which we will discuss with you where applicable);

8.1.3 joint clients; or

8.1.4 our professional obligation to keep current or former client information confidential and our professional obligation to act in your best interests and inform you of anything that relates to your matter.

8.2 We conduct screening before accepting instructions from clients to identify situations where a conflict exists or there is a significant risk of a conflict arising, but in some cases a conflict or a significant risk of a conflict can arise at any stage of a matter through no fault of ours or yours.

8.3 You must tell us immediately if you become aware of circumstances that might give rise to a conflict of interest in relation to your matter.

8.4 Where we are acting and a conflict of interest arises, or we identify a significant risk of a conflict of interest arising, we are likely to have a regulatory obligation to cease acting for you and our contract with you will be terminated accordingly.

8.5 Where you instruct us together with one or more joint clients and a conflict arises between you (for example because you disagree on your instructions to us or because a change in circumstance means that the outcome you have been jointly pursuing becomes less beneficial to one of you than the other), you must inform us immediately. If the issue is capable of resolution we may pause acting whilst you each seek independent legal advice to resolve the matter. Otherwise, we may be obliged to cease acting for both of you and our contract with you will be terminated accordingly.

8.6 Where our contract with you is terminated due to a conflict of interest arising, we shall be entitled to raise an invoice and be paid for the work we have undertaken up to the point of termination.

9 **Scope of our Legal Services**

9.1 The scope of the services we will provide is set out in the Client Engagement Letter.

9.2 We will provide legal advice and services to you with reasonable care and skill. However, the nature of many types of legal work means that it is not possible to guarantee a particular outcome.

9.3 We only advise on English law and we will not advise on accounting, financial, investment, surveying, tax, valuation, commercial viability, technical, trading or marketability issues.

9.4 We only advise on tax when we have expressly agreed in writing to do so. Unless expressly included in our Client Engagement Letter we have no obligation to advise in relation to US or UK reporting obligations as a result of the Foreign Account Tax Compliance Act. You should carefully consider whether it is appropriate to obtain specialist advice in that regard. We will be entitled to rely on any advice and information you receive from your own advisers or investment managers and shall not be under any obligation to verify the accuracy of such advice or confirm that you have met your reporting obligations. We may ask you to confirm your reporting status, for instance by requesting your Global Intermediary Identification Number.

9.5 We advise on climate risk and climate-related legal issues only when we have expressly agreed in writing to do so.

9.6 Except as described in these Terms of Business or the Client Engagement Letter, we do not provide financial services or financial advice.

9.7 If you ask us to obtain advice from another law firm / barrister / accountant / surveyor / professional, that firm / person / entity will be responsible for the service and advice they provide and you will be responsible for their fees.

9.8 Unless otherwise agreed in writing, our advice and any documents we prepare are for use only in connection with the specific matter on which we are instructed, can only be relied on by you; and reflect the law in force at the relevant time.

9.9 Our contract with you and our duty to advise you will cease upon the completion of the work detailed in our Client Engagement Letter (or the termination of our contract with you as provided for in these Terms of Business). We will not be responsible for reminding you of important dates and/or deadlines or updating you on changes to the law which may arise after the completion of your matter.

9.10 Unless otherwise agreed with you, our engagement does not include providing a formal legal opinion letter or audit letter to you or any third party. If we agree to do so, we will charge you for any costs that we incur in relation to any such request.

10 **Our Liability to You**

10.1 Your contract is solely with Weisberg Legal, which has sole legal liability for the work done for you and for any act or omission in the course of that work. No representative, member, officer, employee, agent or consultant of us will have any personal liability to you and you agree that you will not bring any claim against any such person in respect of or in connection with services provided to you under your contract with us or otherwise. In this regard each and every representative, member, officer, employee, agent or consultant of us shall be entitled to the benefit of this provision under the Contracts (Rights of Third Parties) Act 1999.

10.2 Unless explicitly agreed otherwise in writing. we do not owe, nor do we accept, any duty to any person other than you; and we do not accept any liability or responsibility for any consequences arising from reliance on our advice by any person other than you.

10.3 We are not responsible for any failure to advise or comment on matters falling outside the scope of our instructions, as set out in these Terms of Business and the Client Engagement Letter.

10.4 We will have no liability for any consequences arising from:

10.4.1 our reliance upon information provided to us by independent third parties (including but not limited to the results of searches carried out with statutory registries such as HM Land Registry and Companies House) and our online Know Your Customer and Risk Profiling providers where such information is subsequently shown to be inaccurate or incomplete;

10.4.2 any delay or failure to provide services to you where that delay or failure is caused by circumstances beyond our reasonable control;

10.4.3 any fraudulent misrepresentation made by a third party (other than our sub-contractors) including, without limitation, any representation relating to property value, ownership or the identify of a party to a transaction, provided we have acted with reasonable care in relation to such representation;

10.4.4 your use of a method of communication with us that is insecure or not compatible with our systems (e.g. Text or WhatsApp);

10.4.5 your use of AI Tools including but not limited to any errors, omissions, hallucinations or misrepresentations of our advice processed by AI Tools and any breaches of confidentiality or data protection obligations arising from your use of AI Tools;

10.4.6 the failure of any UK bank or building society regulated by the Financial Conduct Authority (FCA) with which we have held a client account, or the freezing or rejection of any funds you pay at our direction into our client account, or any delay on the part of the bank operating our client account in releasing such funds; and

10.4.7 the termination by us of our contract with you on grounds permitted in these Terms of Business or the suspension of our services to you as permitted by these Terms of Business, or termination or suspension for any other reason permitted within these Terms of Business.

10.5 Our maximum liability to you (or any other party we have agreed may rely on our services) in relation to any single matter or any group of connected matters which may be aggregated by our insurers will be £3,000,000, including interest and costs. This is in line with the SRA requirements applicable to firms such as ours.

10.6 We are not responsible for any loss you suffer because you choose to rely on draft documents, interim advice, automatically generated documents or other material before we have confirmed that it is complete and ready to be used.

10.7 We will not be liable for any of the following (whether direct or indirect): losses not caused by any breach of contract or tort on the part of Weisberg Legal; loss of revenue; loss of profit; loss of or corruption to data; loss of use; loss of production; loss of contract; loss of opportunity; loss of savings, discount or rebate (whether actual or anticipated); and harm to reputation or loss of goodwill.

10.8 We will not be liable for losses that were not foreseeable to you and us when this contract was formed; losses not caused by any breach on the part of Weisberg Legal; or business losses, including any loss arising from or connected with your trade, business, craft or profession.

10.9 Nothing in these Terms of Business shall exclude or restrict our liability in respect of death or personal injury caused by our negligence; fraud or fraudulent misrepresentation; any losses caused by dishonesty; any other losses which cannot be excluded or limited by applicable law.

10.10 Any liability we may have to you whether in contract or tort shall be limited to such an amount as would be just and equitable having regard to the extent of our responsibility for your losses as between you (including your directors, officers, partners, employees or agents), us and any other person with any responsibility for such loss. The inability of any co-liable person to meet a claim for any reason will not increase the amount of our liability and our liability will not be increased as a result of any exclusion or limitation of liability of any other liable person.

10.11 Please ask if you would like us to explain any of the terms above.

11 **Our Charges and Billing**

11.1 You are liable to pay legal costs as set out in the Client Engagement Letter, which also states the arrangements for billing. We will usually discuss this with you at the outset of your matter.

11.2 We comply with the SRA rules on costs transparency and a majority of our routine work is “fixed fee” as set out in our published costs. These will be detailed in our Client Engagement Letter and are also available for comparison purposes on our website.

11.3 Our charges are based upon an hourly rate charge for the time spent by our lawyers. Short letters, emails and routine phone calls are charged at a minimum of 1/10 of an hour (i.e. one six-minute unit). All other work is timed in six-minute units and charged at the relevant hourly rate. Our hourly rates are set out in our Client Engagement Letter and on our website.

11.4 We will deliver our bills to you electronically unless you let us know that you have alternative requirements.

11.5 Our bills become due for payment immediately after you receive them.

11.6 Please inform us if a third party is 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, or has a legal obligation to pay your legal costs (or you believe will ultimately become obliged to do so), and our bills will still be addressed to you. If someone else does pay some but not all of our legal costs, you are responsible for paying the rest.

11.7 If you instruct us jointly with someone else you will both be jointly and severally responsible for the full costs.

11.8 We reserve the right to make additional charges to you in respect of:

11.8.1 any non-routine disbursements or expenses incurred on your behalf to include the cost of travelling, conference facilities, courier charges and banking charges which will normally be charged at cost; and

11.8.2 any costs incurred in undertaking identity verification, anti-money laundering checks, screening, source of funds and source of wealth enquires and any other enquiries we are required to make under applicable laws and regulations.

11.9 We may, at any time, ask you for a reasonable sum to hold on account of incurred or anticipated fees or disbursements (e.g. land or probate registry fees, court fees, experts’ fees), out-of-pocket expenses or the costs of a third party where you are liable to pay these. We have no obligation to make or commit ourselves to incurring such fees or making such payments unless you have provided us with funds for that purpose.

11.10 If a bill we have issued for fees and/or disbursements remains unpaid after 30 days from the date of the invoice we may:

11.10.1 charge interest on that overdue bill from the date of the invoice on a daily basis;

11.10.2 if you have engaged us in the course of your business, the interest rate will be in accordance with the Late Payment of Commercial Debts (Interest) Act 1998, otherwise it will be at the rate applicable to judgment debts, both before and after any judgment;

11.10.3 charge an administration fee to cover our costs associated with recovering outstanding invoices in the sum of £50 per invoice per attempt; and

11.10.4 recover all expenses and costs incurred in enforcing our right to payment of such bills on a full indemnity basis.

11.11 Where any bill we have issued for fees and/or disbursements remains unpaid after 30 days from the date of invoice, or if our reasonable request for a payment on account of costs (whether for fees or disbursements) is not met, we reserve the right to:

11.11.1 terminate our contract with you; or

11.11.2 suspend acting for you temporarily until such time as payment is made in full (and you agree that we shall have no liability to you for any consequences arising from such suspension),

and in either case we may exercise a lien and retain any papers, documents, funds or other property belonging to you in our possession until payment is made.

11.12 You have the right to challenge or complain about our bill. Please see the **Feedback and Complaints** section for details of how to complain about our bill.

11.13 You have the right to challenge our bill by applying to the Court to assess the bill under the Solicitors Act 1974. The usual time limit for applying to the Court for an assessment is one month from the date of delivery of the bill.

12 **Confidentiality**

12.1 We will keep your information confidential, unless you consent to the disclosure of that information; disclosure of the information is required or permitted by law or regulatory requirements that apply to us; or these Terms of Business state otherwise.

12.2 Examples of organisations we may be required to disclose your information to include the SRA, National Crime Agency, Information Commissioner's Office, domestic and international tax authorities and legal or regulatory authorities.

12.3 Email is our default method of communication. We deploy a range of information security measures, but we cannot guarantee the security of information or documents sent by email. If you do not wish us to communicate information by email, please let us know.

12.4 External organisations such as the SRA, the ICO, and Law Society or Lexcel may conduct audit or quality checks on our practice from time to time and may review your file and related papers for this purpose. Additionally we may outsource compliance audits and complaint investigations to external auditors or consultants. We will take reasonable steps to ensure that those external parties maintain confidentiality in relation to the information disclosed.

12.5 We may share information with other entities within the regulated sector for the purposes of preventing, investigating or detecting economic crime.

12.6 We may disclose our files and any relevant information concerning you and the work you have instructed us to undertake, to our insurers, brokers and professional advisers (including our legal advisors, accountants and auditors) in accordance with section 20, in order to protect and/or defend ourselves in any actual or threatened legal, civil or regulatory proceedings, and where in our absolute discretion we consider it appropriate to do so.

12.7 We may use external individuals and organisations to assist with some of the work on your matter, such as barristers, experts, or other solicitors acting as our agents. We may also outsource certain functions such as printing, document production, archiving, IT and certain legal processes to third party organisations. We will take reasonable steps to ensure that those external parties maintain confidentiality in relation to the information disclosed.

12.8 By accepting these Terms of Business, you consent to such outsourcing arrangements including the transfer of any personal data to such individuals or organisations (see also section 13).

12.9 We may provide your name and the nature of the work we conduct for you to a potential successor practice (another practice which the Firm may merge with or transfer its business to or another entity created by the Firm) or to regulated persons intending to form such a successor practice so that conflict checking may be undertaken and to enable continuation of service should a merger with or transfer of our business to a successor practice occur. Further your files may be reviewed in a due diligence exercise relating to the sale or transfer of all or part of our business, the acquisition of another business by us or the acquisition of a new business. If you do not wish your file to be used in this way, please let us know as soon as possible.

12.10 We may tell other clients or prospective clients about the services we provide. If we wish to rely on any work that we have undertaken for you to promote our services, we will ask your permission save where details of your matter subsequently enter the public domain in which circumstance you agree that we may publicise our involvement as well as any related information which has entered the public domain.

13 **Privacy and Data Protection**

13.1 We use your personal data primarily to provide legal services to you, but also 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.

13.2 Our use of your personal data is subject to your instructions, the UK General Data Protection Regulation (UK GDPR) other relevant UK legislation and our professional duty of confidentiality.

13.3 Our Privacy Policy contains important information on how and why we collect, process and store your personal data. It also explains your rights in relation to your personal data. Our Privacy Policy is available on our website but please contact us if you would like us to send a copy to you.

13.4 We may record telephone calls and monitor emails for training, regulatory and compliance purposes.

13.5 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.

13.6 We may use technology, including secure cloud systems and, in some cases, artificial intelligence (AI) tools, to help us store information, manage files, review documents and carry out legal work efficiently. We will allow an AI tool to process confidential information or personal data relating to you or your matter only where the tool has been approved by us for that purpose. Where reasonably necessary to provide our services, an approved third-party provider may process that information subject to appropriate contractual, technical and organisational safeguards designed to protect confidentiality and comply with data-protection law. A qualified person at our firm remains responsible for your matter and will review and exercise judgement over any technology or AI output before we rely on it. Our use of technology and AI does not change the way we protect your information and remains subject to the confidentiality, privacy and liability terms in these Terms of Business and our Privacy Policy.

13.7 Where you provide us with personal data relating to your authorised representative, officers, staff or other individuals, you confirm that you have obtained the appropriate consents or there is another lawful basis for you to share such personal data with us.

13.8 We take all reasonable steps to ensure that all digital information and emails are protected including use of anti-malware, anti-virus, mimecast email checking and routine software patches. However, fraudsters continue to target law firms, sometimes impersonating law firms by using similar email addresses. Please remain vigilant and only open emails which have come from the email address which matches that of your usual contact at Weisberg Legal and immediately contact us should you receive any fraudulent email purporting to be from Weisberg Legal. We are not liable to you for any act or omission on your part in replying to a third party purporting to be Weisberg Legal. All of our email address take the form of *NAME*@weisberglegal.co.uk and if you receive an email for a different spelling or deviation from this you must immediately delete the email and contact us as this is most probably a fraud.

13.9 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. You have the right to opt out of receiving promotional communications at any time, by contacting us or following the 'unsubscribe' link in marketing communication you receive from us.

13.10 We may use the information you provide to us to take reasonable steps to satisfy ourselves that neither we nor you are victims of an actual or attempted fraud or other economic financial or cyber crime including carrying out such online searches and checks as we may decide.

13.11 If you have a specific complaint about the way we have handled your personal data, or the personal data of someone on whose behalf you are acting, or how we have dealt with your data protection rights, please let us know. We are obliged to acknowledge receipt of any such complaint within 30 days of receiving them and to take appropriate steps to respond, keep you informed and tell you of the outcome of your complaint without undue delay. If you are not satisfied with the way we handle your data protection complaint you can make a complaint to the Information Commission. Please refer to our complaints policy for further details.

14 Copyright

If we draft documents for you including but not limited to agreements, contractual provisions, precedents, letter(s) of advice, reports and legal opinions (collectively referred to as Material in this paragraph), the copyright in our contribution to the Material belongs to us. If you have paid all of our fees for the matter in which it was drafted, you are granted a licence to use the Material for the purpose for which it was drafted as communicated by you to us and to copy it for record purposes. If you request that we use documents written by a third party (for example other solicitors from other firms), you agree to indemnify us against any copyright claims that the author may bring.

15 Use of technology and AI tools

15.1 We may use technology, including artificial intelligence (AI) tools (including large language models, generative AI models and machine learning models), to help deliver our services efficiently. Examples include document review, drafting support, research and workflow management. A qualified person at our Weisberg Legal will always remain responsible for your matter and will review and exercise judgement over any output before we rely on it.

15.2 We will not use, or permit a third-party AI provider to use, confidential information or personal data relating to your matter to train or improve an AI model for use on other matters, for the provider's own purposes or for use by its other customers. This does not prevent an approved provider from processing that information only as needed to provide, maintain, secure, monitor or audit the service, or to comply with the law.

15.3 Please tell us in writing if you do not want us to use generative AI to generate or materially contribute to legal work or advice on your matter. We will apply your instruction to work carried out after we receive it. Your instruction will not prevent us from using AI-enabled technology for routine operational purposes, including IT, security, conflict checking, identity verification, legal and regulatory compliance, billing and document management.

15.4 Any advice or information generated by AI Tools should not be considered a substitute for professional legal advice. We will not be liable for any inaccuracies or errors resulting from your use of AI Tools to interpret, review, summarise, comment upon or update our advice to you. AI Tools may alter, misinterpret or misrepresent the advice provided. You should seek clarification from us if there are any uncertainties regarding our advice to you.

15.5 Where we use an AI tool to record or transcribe a meeting or call, we will tell the participants before the tool is used.

15.6 We do not give you any rights in, or make any promises about, any third party technology or AI tools we use. Those tools are provided by other organisations and we do not control how they work.

15.7 While we take reasonable steps to choose reputable providers and protect your information, we cannot guarantee that any technology or AI tool will be error free, available at all times or suitable for every purpose.

15.8 Our overall responsibility to you for work where we have used technology or AI tools is limited in the same way as set out in the "Our liability to you" section of these terms.

16 **Banking and related matters**

16.1 **Our client account**

Unless agreed otherwise, we hold client money in accordance with the SRA Accounts Rules in various accounts with UK banks and/or building societies regulated by the PRA and FCA.

Our main client account is with C. Hoare & Co. Our reserve client account is with Arbuthnot Latham & Co., Limited.

16.2 **Warning about changes to our bank details**

We will not send you information about changes to our bank account details by email. If you receive an email purporting to be from someone at Weisberg Legal advising you of a change to bank account details, please inform us immediately. Do not reply to the email or act on any information it may contain.

16.3 **Payment of interest**

Please ask us if you would like a copy of our Interest Policy but by way of summary:

16.3.1 We will pay a fair sum of interest to you on your client money which we hold on your behalf. This will be based on the rate set by our bank on an immediate access general client account. At the time of writing this is 0% (zero) (15/10/2026).

16.3.2 We will not pay interest on money we hold outside our client account or where the amount of interest is less than £100.

16.4 **Payment of funds at the end of a matter**

When the work we are undertaking has come to an end and we hold less than £20 in our client account, we may donate the money to a charity of our choosing without recourse to you. This is in order to save both you and the firm the administrative costs inherent in handling such small sums of money.

16.5 **Bank failure and the Financial Services Compensation Scheme**

16.5.1 We are not liable for any losses you suffer as a result of any bank in which we hold client money being unable to repay depositors in full. You may, however, be protected by the Financial Services Compensation Scheme (FSCS).

16.5.2 The FSCS is the UK's statutory fund of last resort for customers of banking institutions. The FSCS can pay compensation up to £120,000 if a banking institution is unable, or likely to be unable, to pay claims against it.

16.5.3 The limit is £120,000 per banking institution per customer. If you hold other personal money in the same banking institution as our client accounts, the limit remains £120,000 in total. Some banking institutions have several brands. The compensation limit is £120,000 per institution, not per brand.

16.5.4 The FSCS also provides up to £1.4 million of short-term protection for certain high balances, e.g. relating to property transactions, inheritance, divorce or dissolution of a civil partnership, unfair dismissal, redundancy, and personal injury compensation (there is no financial limit on protection for personal injury compensation). This is called the temporary high balance scheme and, if it applies, protection lasts for a maximum of six months.

16.5.5 The FSCS (including the temporary high balance scheme) will apply to qualifying balances held in our client account. In the unlikely event of a deposit-taking institution failure, we will presume (unless we hear from you in writing to the contrary) we have your consent to disclose necessary client details to the FSCS.

16.5.6 More information about the FSCS can be found at https://www.fscs.org.uk.

16.6 **Receiving and paying funds**

16.6.1 We do not accept cash payments.

16.6.2 Funds required from you to complete a transaction should be paid by bank transfer from a source you have told us about in advance and which we have verified to our satisfaction. It takes 5 - 10 working days for a cheque to appear as cleared funds in our client account and so sufficient time must be allowed if you need to make such payments by cheque.

16.6.3 If we receive money in relation to your matter from an unexpected source (or cash has been accepted by our bank from you or another third party on your behalf), there will be a delay in your matter whilst we verify the source of those funds. We will charge you for any additional checks we decide are necessary and we may terminate our contract with you if either you or any third party whose cooperation is required fails to provide us with the information we need to verify the funds within an appropriate timescale. We will not be able to use or return any such funds until we are satisfied that they have been adequately verified.

16.6.4 Where we need to pay money to you, it will be paid by cheque or bank transfer to an account in your name. To comply with the SRA Accounts Rules we cannot make such payments to a third party. Please tell us immediately if you do not have a bank account in your name.

17 **Prevention of money laundering, terrorist financing and proliferation financing**

17.1 To comply with anti-money laundering, counter-terrorist financing and counter-proliferation financing requirements and to comply with our regulatory Know Your Client obligations, we are likely to ask you for proof of your identity and we 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, beneficial owners, or persons associated with you who are making a financial contribution to your matter.

17.2 You agree that we may make checks using electronic verification systems or other databases as we may decide.

17.3 We are also obliged to understand your source of wealth, and for transactional matters the source of funds for the transaction. We may require you to provide evidence of your source of wealth and/or the source of funds and our enquiries will continue until such time as we are satisfied our understanding is sufficient.

17.4 You must not send any money to our client account until we have told you these checks have been completed to our satisfaction.

17.5 We will charge you for these identification and verification checks and will confirm the costs in our Client Engagement Letter.

17.6 We will ask you to confirm the source of any money you send to us. If you do not provide that information promptly, we may have to cease acting for you, and there may be significant delays before we can return any money.

17.7 Any personal data we receive from you for the purpose of compliance will be used only for that purpose or with your consent or as required by law.

17.8 Whilst we keep your affairs confidential, we may be required by law to make a disclosure to the National Crime Agency where we know or suspect that a transaction may involve money laundering, terrorist financing or proliferation financing, this may be because of a delay in receiving or receiving inconsistent information from you. If we make a disclosure 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 of time and may not be able to tell you why.

17.9 We shall not be liable for any loss arising from or connected with our compliance with any statutory obligation, or reasonable belief we may have, to report matters to the relevant authorities under the provisions of the money laundering, terrorist financing or proliferation financing legislation.

17.10 We use external service providers such as Infortrack / Redbrick / Thirdfort / Credas / Legl to provide secure digital client and third party identity verification and online payments, and to share key documents as part of our client onboarding process. If we use these in relation to your matter, you will receive a link by text message or email to start your client onboarding and will be directed to their portal where the necessary verification will take place. You will receive email confirmation once the process is complete.

18 **Mandatory Disclosure Rules (MDR)**

18.1 As an SRA-authorised firm, we are required to act with integrity, uphold public trust and maintain sound governance and risk management systems, which includes compliance with applicable tax reporting and disclosure regimes such as the MDR.

18.2 Our MDR procedures form part of our wider regulatory compliance framework, which includes the SRA's transparency requirements on services, pricing and complaints, and are designed to promote openness and informed decision-making by clients and regulators.

18.3 The UK Mandatory Disclosure Rules require certain cross-border arrangements to be reported by intermediaries (this may include our firm) or in some cases taxpayers, to HMRC. The main aims of the Mandatory Disclosure Rules are to provide tax authorities with an early warning mechanism on new risks of non-compliance and to allow them to identify taxpayers using such arrangements, thereby enabling them to carry out audits more effectively. Depending on the matter we or you may have an obligation to report a transaction to HMRC.

18.4 Where we identify that there is a cross-border element to the engagement, we will be required to carry out an assessment as to whether the arrangement has features that would give rise to a reporting obligation. If we identify a reporting obligation, we will inform you of this. We may also charge for our time in making this assessment and any subsequent report.

19 **Financial services**

19.1 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

19.2 We are not authorised by the Financial Conduct Authority (FCA) in relation to consumer credit services. However, because we are regulated by the SRA, we may be able to provide certain limited consumer credit services where these are closely linked to the legal work we are doing for you. This is because we are members of the Law Society of England and Wales, which is a designated professional body for the purposes of the Financial Services and Markets Act 2000.

19.3 We are not authorised by the FCA to provide investment advice services. If you need advice on investments, we may refer you to someone who is authorised by the FCA to provide the necessary advice. However, because we are regulated by the SRA, we may be able to provide certain limited investment advice services where these are closely linked to the legal work we are doing for you.

19.4 The SRA is the independent regulatory arm of the Law Society. The Legal Ombudsman deals with complaints against lawyers. If you are unhappy with any financial service you receive from us, you should raise your concerns with the SRA or Legal Ombudsman.

20 **Professional Indemnity Insurance**

20.1 We have professional indemnity insurance giving cover for claims against us as required by the SRA Indemnity Insurance Rules, available at https://www.sra.org.uk/solicitors/standards-regulations/indemnity-insurance-rules/. Details of our insurance, including the contact details of our insurer and the territorial coverage of the policy, are available on request.

20.2 Our current Professional Indemnity Insurance has a total limit of liability of £3,000,000.

20.3 It is a condition of our professional indemnity insurance that we notify our insurer and/or broker of any circumstances which may give rise to a claim against us. In doing so, we may disclose documents and information to our insurer, broker and insurance advisers on a confidential basis. Our insurers and brokers are contractually obliged to keep all information we pass to them strictly confidential.

21 **Feedback and Complaints**

21.1 We want to give you the best possible service. However, if at any point you become unhappy or concerned about the service we have provided you should inform us immediately so we can do our best to resolve the problem.

21.2 In the first instance, it may be helpful to contact the person working on your matter to discuss your concerns, and we will do our best to resolve any issues within five working days. If you would like to make a formal complaint, our Feedback and Complaints Policy explains how to do so and is available on our website or on request. Giving feedback or making a complaint will not affect how we handle your matter.

21.3 **What to do if we cannot resolve your complaint**

21.3.1 We have eight weeks to consider your complaint. If we have not resolved it within this time you may be able to complain to the Legal Ombudsman. Generally, this applies if you are an individual, a business with fewer than 10 employees and turnover or assets not exceeding a certain threshold, a charity or membership organisation with a net annual income of less than £1m, a trustee of a trust with an asset value of less than £1m, or if you fall within certain other categories (you can find out more from the Legal Ombudsman). The Legal Ombudsman will look at your complaint independently and it will not affect how we handle your matter.

21.3.2 Before accepting a complaint for investigation, the Legal Ombudsman will usually check that you have tried to resolve your complaint with us first. If you have, you should take your complaint to the Legal Ombudsman within the time limits set out below.

- within six months of receiving our final response to your complaint; and
- no more than one year from the date of the act or omission being complained about; or
- no more than one year from the date when you should reasonably have known there was cause for complaint.

21.3.3 If you would like more information, you can contact the Legal Ombudsman by:

- visiting www.legalombudsman.org.uk
- calling 0300 555 0333
- emailing enquiries@legalombudsman.org.uk
- writing to Legal Ombudsman PO Box 6167, Slough, SL1 0EH

21.3.4 Alternative complaints / dispute resolution bodies do also exist (such as Ombudsman services, Promediate and Small Claims Mediation) which are competent to deal with complaints about legal services if we both agree to use such a scheme. If we agree to use such a scheme we will inform you when notifying you of our final response to your complaint

21.4 **What to do if you are unhappy with our behaviour**

The Solicitors Regulation Authority (SRA) can help if you are concerned about our behaviour. This could be for things like dishonesty, taking or losing your money or treating you unfairly because of your age, a disability or other characteristic. The SRA's website contains information on raising concerns about solicitors and law firms https://www.sra.org.uk/consumers/problems/

21.5 Working with a solicitor may also provide protection to a client in certain circumstances if a solicitor fails to pay money owed to the client or is dishonest resulting in a loss to the client. Obviously 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: https://www.sra.org.uk/consumers/compensation-fund/

22 **Terminating your instructions**

22.1 You may terminate our appointment at any time by giving us notice in writing. We may exercise a lien and retain any papers, documents, funds or other property belonging to you in our possession while there is still money owed to us for our charges or disbursements.

22.2 We will only decide to stop acting for you with good reason, for example where you do not pay our fees, we feel that the relationship of trust and confidence between us has broken down or where you become insolvent.

22.3 We may terminate our instructions with you if you do not comply with your obligations (or in the circumstances set out) in these Terms of Business. Save where professional requirements do not permit us to do so, we will give you reasonable notice before we stop acting for you and will take reasonable steps to ensure that you are not adversely affected.

22.4 Where we become aware that you are a designated person or acting for the benefit of a designated person under any sanctions regime we may stop acting for you with immediate effect.

22.5 If you or we decide that we should stop acting for you, we will charge you for the work we have done and, where appropriate, for transferring the matter to another adviser if you so request. This will be calculated on the basis set out in the Client Engagement Letter.

22.6 We are not responsible for reminding you about important dates and/or any deadlines after our appointment has been terminated.

22.7 If we merge with another practice, or transfer our business to another entity, another LLP or a company (any of which are called a successor firm) then the engagement between us will not be terminated as a result. You agree that we may assign the benefit of our contract with you to the successor firm and that firm will automatically be appointed by you to ensure continuity of service. Both the successor firm and you may rely on the Client Engagement Letter and these Terms of Business as setting out the continuing terms of the engagement. If confirming action is required by you, then we will take any steps necessary to enable continuity of service, for example, by the appointment of the successor firm to act for you.

23 **Storage and retrieval of files**

23.1 We may create and hold files in hard copy (paper), electronically or a combination of both.

23.2 To comply with our regulatory obligations and obligations to our professional indemnity insurers, we will retain client files after sending our final bill for the period specified in our File Retention Policy, which will not be less than six years. A copy of that policy is available on request. Unless you instruct us otherwise, we may scan paper documents for electronic storage and destroy the paper copies. We may destroy the file once the applicable retention period has expired. We will not destroy original documents such as wills, deeds and other securities that we have agreed to hold in safe custody, although we may, on reasonable notice, send them to you for safekeeping.

23.3 We may retain your due diligence information (such as your identification documents and the checks we undertake on you) for as long as we retain your most recent file and destroy it at the same time as that file.

23.4 We will charge an annual fee for storing original documents in safe custody, eg wills and title deeds. We will notify you of our storage rates in the Client Engagement Letter.

23.5 We will not charge for the retrieval of your file in relation to continuing or new instructions to act for you.

23.6 If we retrieve your file for another reason we will charge you on a time basis at our Administration and Support Staff rates (currently £95 + VAT per hour) for

23.6.1 time spent retrieving the file and producing it to you;

23.6.2 reading, correspondence, or other work necessary to comply with your instructions in relation to the retrieved file; and/or

23.6.3 providing additional copies of any documents.

23.7 We will provide you with a copy of the file in electronic form unless it is inappropriate to do so.

23.8 Our Privacy Policy contains more information about how long we keep personal data for.

24 **Building Safety Act 2022 and Building Safety Issues**

24.1 Unless we expressly agree otherwise in writing in the Client Engagement Letter, our role in any property transaction does not include providing advice on:

24.1.1 the physical condition, construction or structural safety of any building;

24.1.2 compliance of any building (or any remediation works) with the Building Safety Act 2022, Fire Safety Act 2021 or any related building safety, fire safety or construction regulations; or

24.1.3 the adequacy or suitability of any fire risk assessment, fire risk appraisal of external walls (FRAEW), building safety case, safety case report, or other technical or specialist report.

24.2 Our responsibility is limited to requesting, obtaining and reporting to you on information and documents supplied by the seller, landlord, managing agents and other third parties, including replies to enquiries, leaseholder and landlord certificates, LPE1 packs, building safety documentation and any information held on public or commercial registers which we reasonably decide to search. We are not responsible for verifying the accuracy or completeness of that information, and we do not warrant or guarantee that:

24.2.1 the building is, or will remain, compliant with the Building Safety Act 2022 or other building safety legislation; or

24.2.2 all relevant defects, building safety risks or future cost exposures have been identified;

24.2.3 that there will be no issues on resale or refinancing as this is a constantly evolving area of law and different buyers and mortgage lenders have different appetites for risk.

24.3 We will not advise you on whether the Building Safety Act 2022 applies to a particular building beyond reporting, where appropriate, on information made available to us as part of the conveyancing process and, if relevant, highlighting where information appears incomplete or inconsistent. We cannot compel any third party to provide information or certificates, and we will not be liable for any loss arising from:

24.3.1 a failure or refusal by any third party to provide information, certificates or confirmation; or

24.3.2 information that is inaccurate, incomplete or misleading, where it has been reasonably relied on by us in the course of acting for you.

24.4 We may recommend that you obtain advice from suitably qualified specialists (for example, a surveyor, fire engineer, building safety consultant or other construction professional) about the application of the Building Safety Act 2022, building safety risks and likely remediation or service charge costs. It is your responsibility to decide whether to obtain such advice. We will not be liable for any loss you suffer as a result of not taking such advice, or acting (or failing to act) before such advice is obtained.

25 **Land Registry**

25.1 If you instruct us in relation to property matters then there may be title and/or rights which need to be registered at Land Registry. Whilst we will attend to the registration on your behalf. Information will enter the public domain and lose its confidentiality because the Land Registry keeps an "open" register. If you have concerns about confidentiality please let us know.

25.2 Land Registry may want to contact you after completion about matters relating to your title and applications made by you or others. It is your responsibility to keep your address for service on the register of title up to date.

25.3 Property-related fraud is increasing, but the risk can be reduced by following HM Land Registry's latest guidance. You can set up a free Property Alert at https://propertyalert.landregistry.gov.uk/ which will notify you if someone applies to change the register of title. If you are a company or will not be living at the property, you may also be able to place a restriction on the title free of charge. Please contact us if you would like further information.

25.4 Land Registry can take several months to process applications and their timings are beyond our control. We will update you as soon as they complete the application.

26 **Stamp Duty Land Tax ("SDLT") with HMRC in England / Land Transaction Tax ("LTT") with WRA in Wales**

26.1 SDLT / LTT are complex areas of tax law where the correct treatment depends on detailed legislation and your individual circumstances. We do not provide advice on land tax as part of our conveyancing engagement.

26.2 SDLT Compass Limited ("Compass") will be appointed as your specialist land tax adviser and submitting agent. Compass will assess your land tax position, advise on the applicable treatment, prepare and submit the relevant return, and deal directly with the tax authority. They will also handle any post-submission queries or correspondence. Our role is limited to the conveyancing transaction and coordination with Compass where required. Please see the enclosed guide for further details on the Compass service.

26.3 By proceeding with us you agree to engage with Compass promptly and to provide full, accurate and complete information, as their indemnity is conditional on this. You also agree that relevant information relating to your transaction may be shared by us with Compass for the purposes of assessing, preparing and submitting your land tax return, in accordance with our Privacy Policy and applicable data protection legislation.

26.4 Any questions regarding your land tax position should be directed to Compass directly.

26.5 Please note that there are penalties for late filing and payment of land tax returns (14 days with HMRC in England and 30 days for WRA in Wales). You must ensure that you liaise with Compass in a timely way within the appropriate deadlines. You are liable for any penalties or late tax payment interest.

26.6 HMRC / WRA may make enquiries into the transaction after the filing of the land tax return (usually within 9 months). If you instruct Compass to deal with such enquiries there may be an additional cost. Where you prefer to deal with the enquiries personally, we shall provide you with prompt and reasonable access to our records upon written request. Any follow up land tax returns and tax will remain your responsibility.

26.7 HMRC suggests You retain any paperwork in connection with your land tax return for a minimum of 6 years.

26.8 Where there is more than one buyer or tenant, the obligation to pay SDLT / LTT will be joint and several irrespective of how transaction is funded.

26.9 It is essential that you notify us and Compass at the outset of a residential purchase transaction if you believe that any SDLT / LLT exemptions reliefs or unusual circumstances apply. For example, if you are considered a non-UK resident for SDLT / LLT purposes (generally speaking if you are not present in the UK for 183 days or more in the 12 months before the effective date of the transaction) or if you have an interest any other residential property anywhere in the world, as you may be liable for additional higher rates of tax.

27 **Law and Jurisdiction**

27.1 These Terms of Business and any dispute, claim or obligation (whether contractual or non-contractual) arising out of or in connection with them, their subject matter or their formation shall be governed by English law.

27.2 The English courts shall have exclusive jurisdiction to settle any dispute or claim (whether contractual or non-contractual) arising out of or in connection with these Terms of Business, their subject matter or formation.

27.3 If any provision of these Terms of Business is found by a court or other competent authority to be void or unenforceable, then that provision shall be deemed to be deleted and the remaining provisions shall continue to apply.