



STONE ROWE BREWER LLP – TERMS OF BUSINESS

1. Stone Rowe Brewer LLP

Our services are provided to you by Stone Rowe Brewer LLP (“the LLP”) which is a limited liability partnership. The LLP has sole legal liability for the work done for you and for any act or omission in the course of that work (subject to the following provisions of these terms of business relating to liability generally). No Principal or member of the LLP staff will owe you a duty of care or have any personal legal liability for that work whether in contract, tort or negligence. In particular, the fact that an individual Principal or member of the LLP staff may sign in his or her own name any letter or other document in the course of carrying out that work does not mean that he or she is assuming any personal liability for that letter or document.

You agree that you will not make any claim against any individual Principal or member of the LLP staff in connection with our services, except for fraud, and that our Principals and members of the LLP staff may rely on this provision as if they were parties to the contract between you and the LLP.

We use the word "Principal" to refer to a member of the LLP or an employee or consultant who is a lawyer with equivalent standing and qualifications and this does not imply the existence of any Partnership under the Partnership Act 1890.

2. Termination

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 charges and expenses.

In some circumstances, we may consider we ought to stop acting for you, for example, if you cannot give clear or proper instructions on how we are to proceed, if it is clear that you have lost confidence in how we are carrying out your work, if you do not pay an interim bill or comply with our request for a payment on account. We may decide to stop acting for you only with good reasons and we will give you reasonable notice where we intend to stop acting for you.

If you or we decide that we will no longer act for you, you will pay our charges on an hourly basis and expenses as set out in the attached Standard Costs Information Leaflet.

3. Liability

We exclude any liability for loss/damage suffered by you as a result of our compliance with any statute, statutory instrument or regulations from time to time in force including, but without prejudice to the generality of the foregoing, the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017.

We also limit our liability, howsoever arising, to the value of cover provided under our professional indemnity insurance policy from time to time in force. As at the date hereof, the policy is limited to the sum of £6,500,000 per claim.

Our insurance covers matters conducted within the territory of England and Wales.

4. Solicitors' Financial Services (Conduct of Business) Rules 2001

If during the matter you need advice on investments, we may have to refer you to someone who is authorised by the Financial Conduct Authority, as we are not. 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.

Stone Rowe Brewer LLP 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 on 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 web site at www.fca.org.uk/register.

The Law Society is the 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.

5. Cybercrime

Please be alert to cybercrime. Stone Rowe Brewer LLP's bank account details will **NOT** change during the course of a transaction. Please be vigilant and ensure caution is exercised when opening any emails, attachments or links and when responding to any requests for your bank details. The Firm will NOT accept responsibility if you transfer money into an incorrect account.

6. Data Protection

As part and parcel of providing you with legal services, we will receive and retain personal data from you. It would, obviously, not be possible for us to undertake legal work for you without the ability to control and process any data that you supply to us. The General Data Protection Regulation (GDPR) requires us to identify the lawful basis upon which we rely in order to control, process and retain personal data. In that respect, we rely on the fact that the processing of your personal data (including sensitive

personal data) is necessary for the performance of the legal services we have agreed to provide to you and is in the course of pursuing this firm's legitimate interests.

At the outset of providing you with legal services, we would refer you to the following information:

- Our Data Protection Officer is Paul McNutt
- The categories of personal data which we commonly process include names, addresses (including e-mail addresses), ID documentation and details (such as passport, driving licence, utility bills, bank statements and ID and anti-money laundering search results), bank account details, medical records and notes, medical reports, police reports and witness statements, employment documents (such as wage/salary details and personnel files) court documents, company and corporate information and accounts, tax and financial assessments and returns, Wills and probate documents and estate accounts, records relating to family members and children
- It may be necessary to share your personal data with others in order to properly and appropriately provide you with the agreed legal services. The categories of recipients may include HM Land Registry, the Probate Department, Courts, Counsel, medical experts, surveyors, financial advisors, tax advisors and accountants, insurance companies, estate agents, our IT & website and intranet providers; our archivists (including scanning company). All of the parties we share data with will have the same duties as us pursuant to the GDPR but, where appropriate, we have entered into Data Processing Agreements with them in order to further protect our clients. In addition, the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 place obligations on us in relation to the retention of data; firstly, we do have a duty to retain data relating to anti-money laundering investigations and enquiries for at least 5 years and, secondly, we can be required to produce such records and data to regulatory bodies such as the Solicitors Regulation Authority.
- It is not our normal policy to transfer any personal data to a country outside the EU or EEA or a country with an EU Adequacy Agreement. If, however, it was necessary to do so, we would seek your express consent in advance of such a transfer and would ensure that the appropriate safeguards were in place
- The GDPR provides you, as our client, with various rights. These include the right to be informed, a right of erasure, a right to amend/delete data, a right to request your personal information, a right to withdraw your consent to the retention or processing of data, and a right to complain to the supervisory authority. Further guidance as to your rights can be found on the website of the supervisory authority which is the Information Commissioner's Office (ICO): <https://ico.org.uk/>
- We do not have in existence any automated decision making or profiling
- On occasions, we may receive data concerning you from a third party. If we do, we will:-
 - Provide the identity and contact details of the controller (or provider) with details of the Data Protection Officer
 - Identify the purpose of the processing and the lawful basis for the processing

- Identify the legitimate interest of the controller or third party, where applicable
- Identify any recipient or categories of recipients of the data
- Provide details of any proposed transfers to other countries and the safeguards
- Identify the retention period or the criteria used to determine the retention period
- Confirm the existence of your rights as the Data Subject
- Confirm your right to withdraw consent at any time and right to lodge a complaint with the supervisory authority (the ICO)
- Confirm the source the personal data originated from and whether or not it came from a publicly accessible source
- Confirm whether the controller or provider has in existence automated decision making or profiling and, if so, information about how such decisions are made, the significance and the consequences

Our policy as to retaining data can be viewed on our website at www.srb.co.uk in the “More Info” section. We have developed a policy which has the intention of striking a balance between our legal obligations (such as our obligation to retain Anti-Money Laundering data for at least 5 years) and operational efficiency, as well as retention of data which is reasonable and appropriate in the circumstances bearing in mind our business relationship with our clients. Document retention is also justified to evidence events or agreements in the case of disputes, and also to preserve information which has historic value and for the benefit of our clients. We will assume that you wish to avail yourself of this facility and consent to us retaining your data on that basis.

Any personal data received from our clients will only be processed for the purposes of preventing money laundering or terrorist financing and the additional purposes set out above, provided that you do consent to the same. Documents obtained in relation to our client due diligence and Anti-Money Laundering obligations will be retained for the same duration as we retain a client’s file.

7. Client Interest Policy

The firm will pay a sum in lieu of interest (“compensation”) to clients where the firm holds money in a general client account on their behalf in the course of providing legal services. The full terms of the policy and the applicable interest rates are set out at www.srb.co.uk. Alternatively, a copy of the policy can be provided upon request.

8. Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013

The following sets out the information required under or relating to the Consumer Contracts (Information, Cancellation and Additional Charges Regulations) 2013 (“the Regulations”). By agreeing to these Terms of Business, you consent to us providing all information required by the Regulations, and confirmation of the contract between us, by letter, email or fax. We adhere to the SRA Code of Conduct 2011, which can be accessed at <http://www.sra.org.uk/solicitors/handbook/code/content.page>.

In the event that the contract between you and us is a distance contract or an off- premises contract for the purposes of the Regulations, you have the right to cancel this contract within 14 days without giving any reason. The cancellation period will expire after 14 days

from the day you become bound by the contract. To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or e-mail). You may use the model cancellation form below, but it is not obligatory. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired. If you request that we begin the performance of services during the cancellation period, you shall pay our reasonable fees for the services performed prior to your communication to us of your cancellation of the contract. Please note that by agreeing to these Terms of Business, you agree that you are expressly requesting us to begin performance of our services before the end of the cancellation period.

Model cancellation form

To Stone Rowe Brewer LLP, Stone House, 12-13 Church Street, Twickenham, TW1 3NJ:
I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale of the following goods [*]/ for the supply of the following service [*],

Ordered on [*]/ received on [*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[*] Delete as appropriate.

9. Agreement

We attach, where applicable, a copy of our leaflets

1. Getting the Best From Us – A Guide for our Clients, and
2. Standard Costs Information Leaflet

These form part of our Terms of Business and include important information that you should please read carefully.

Unless otherwise agreed, these Terms of Business apply to any future instructions you give us. Your continuing instructions in this matter will amount to your acceptance of these Terms of Business. Even so, we ask you to please sign and date the **enclosed** copy of this document and return it to us immediately. We can then be confident that you understand the basis on which we will act for you.

This is an important document; please keep it in a safe place with the attached leaflets for future reference.

Print Name

Signed

Dated

(continued overleaf)

Print Name

Signed

Dated

Stone Rowe Brewer LLP
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Tel: 020 8891 6141, Fax: 020 8744 1143, DX 200006 Twickenham
Email: info@srb.co.uk, Web: www.srb.co.uk

Stone Rowe Brewer LLP is a limited liability partnership Authorised and Regulated by the Solicitors Regulation Authority. A full list of members is available for inspection at the above registered office. Registered in England with Partnership No: OC 349339

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