



**CP LAW SOLICITORS
TERMS AND CONDITIONS OF BUSINESS**

1	INTRODUCTION
1.1	We aim to offer our clients quality legal advice with a personal service at a fair cost. This statement confirms the basis on which we will provide our professional services.
1.2	Unless otherwise agreed, these Terms and Conditions of Business shall apply to any future instructions given by you to us.
1.3	<p>You should read these terms carefully, along with your client care letter and any other documents referred to within that client care letter, as these documents set out the basis on which we provide services to you and form the contract between us.</p> <p>By instructing or continuing to instruct us, you are deemed to have accepted these Terms and Conditions and are entering into a contract with the firm.</p> <p>These Terms and Conditions may not be altered unless agreed in writing by a Director of CP Law.</p>
1.4	We are only able to progress matters on your instructions. We therefore ask that you promptly provide instructions and information to us when requested to do so and that if there are periods during which you will not be available, you warn us in advance and supply alternative contact details.
1.5	<p>If two or more persons are instructing us jointly on the same matter then, unless you advise us in writing to the contrary, we shall be entitled to assume that any one of them has the authority to give instructions for all. Everyone jointly instructing us will be individually responsible for the payment of all our fees.</p> <p>If you are a company or other commercial entity, it is your responsibility to tell us at the outset if you require more than one director (or equivalent) to give us instructions.</p>
2	INFORMATION ABOUT THIS FIRM
	<p>The firm's contact details are:</p> <ul style="list-style-type: none"> a) Name: Charles Platel and Partners (Solicitors) Ltd t/a CP Law Solicitors b) Constitution: Private Limited Company c) Address: 2 Anvil Court, 50 Denmark Street, Wokingham RG40 2BB d) Contact number: 0345 241 3100 e) Email: mail@cplaw.co.uk f) Website: www.cplaw.co.uk

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updated June 2024

Main office and address for all postal correspondence: **2 Anvil Court 50 Denmark Street Wokingham RG40 2BB**

T: 0345 241 3100 F: 0118 9774291

CP Law Solicitors is the trading name of Charles Platel and Partners (Solicitors) Limited a limited company registered in England & Wales authorised and regulated by the Solicitors Regulation Authority (Company No 3056856 & SRA No 192187). Registered address: 2 Anvil Court 50 Denmark Street Wokingham RG40 2BB. A list of Directors is available at these offices. Please note that the term "partner" or "partners" of CP Law Solicitors indicates a Director of CP Law Solicitors, or an employee or consultant who is a lawyer with equivalent standing and qualifications. *Service by e-mail & fax not accepted.*

	<p>g) Hours of business: Our office is open from 8.45am to 5.15pm Monday to Friday (excluding Bank Holidays). Any changes to our opening hours will be notified to you in writing.</p> <p>h) VAT Number: 664 6893 82</p> <p>We are authorised and regulated by the Solicitors Regulation Authority (SRA) and <i>our</i> SRA ID number is 192187. This means that <i>we</i> are required to comply with a number of professional rules set out in the SRA Standards and Regulations which <i>you</i> can view at https://www.sra.org.uk/solicitors/standards-regulations/. The SRA can also be contacted by post and/or telephone at Solicitors Regulation Authority, The Cube, 199 Wharfside Street, Birmingham B1 1RN; Tel: 0370 606 2555.</p> <p>The SRA Indemnity Insurance Rules, in force from time to time, require us to take out and maintain Professional Indemnity Insurance with participating insurers. Information about the compulsory layer of Professional Indemnity Insurance we carry, including the contact details of our insurers and the territorial coverage of our insurance, are available at our Wokingham head office or made available upon request.</p>
3	SECURITY OF COMMUNICATIONS
3.1	We shall communicate with you at the postal and email addresses and the telephone and fax numbers which you publish unless you ask us to use other addresses and numbers. You will notify us if you regard any communications from us as particularly confidential and the means by which you require us to make such communications and we shall have no liability to you arising out of your failure so to notify us.
3.2	Subject to any notification you may make to us under the previous paragraph, we shall not be required to encrypt, password-protect or digitally sign any email, or attachment, sent by us. We shall not be responsible for any loss or damage arising from the unauthorised interception, re-direction, copying or reading of e-mails, including any attachments. We shall not be responsible for the effect on any hardware or software (or any loss or damage arising from any such effect) of any e-mails or attachment which may be transmitted by us (save to the extent caused by our negligence or wilful default).
3.3	We operate wherever possible a paperless system. We believe this is the most efficient and effective way of issuing paperwork to clients and third parties. Very occasionally we come across third parties who are reluctant to adopt modern procedures and try and insist that we issue them paper documents. We will not agree to this and if you should decide to instruct us we would ask you to be aware of this. By signing these Terms and Conditions of Business you are agreeing to retain this Practice in accordance with this policy.
3.4	It is very unlikely that we will change our bank details during the course of your matter. In any event, we will never contact you by email to tell you that our details have changed. If you receive any communications purporting to be from this firm, that you deem suspicious or have any concerns about (however slight), please contact our office straightaway.

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4	COSTS AND DISBURSEMENTS
4.1	The basis for our charges will be set out in your client care letter. Unless you have been provided with a written fixed quotation our fees are charged wholly or partly by an hourly rate. This hourly rate depends on the type and complexity of the work involved along with the experience of the person handling your matter. You will be advised of the hourly rate at the outset of your matter in the client care letter.
4.2	We will provide you with an estimate of what we expect our fees to be once we have sufficient information in relation to your matter to enable us to do so. This is a guide to assist you in budgeting for your legal costs and is not fixed. We will do our best to keep you updated with the best costs information that we are able to provide at any one time. If you would like to agree a ceiling figure, above which we will not incur any further costs without your consent, please let us know as soon as possible.
4.3	Time spent on your matter will include meetings with you and perhaps others, any time spent travelling to appointments, considering, preparing and working on papers, correspondence, making and receiving telephone calls, research, internal consultations, and travelling.
4.4	Routine letters that we write and receive and routine telephone calls that we make and receive will be charged as units of one tenth of an hour. Other non-routine letters and telephone calls will be charged on a time basis which is recorded and charged in six-minute units at the applicable hourly rate.
4.5	In addition to the time spent, our charges may include an “up lift” to take into account various factors including (but not limited to) the complexity of the issues, the speed at which action must be taken, the expertise or specialist knowledge that the case requires and, if appropriate, the value of the property or subject matter involved.
4.6	The Practice will review its charging rates in April of each year and we will advise you, in writing, of any increased rate. If you do not accept the new rates after review, we reserve the right not to continue acting for you.
4.7	Where we agree in writing to act for you on all or part of a matter on a fixed fee, we will charge that fee irrespective of the time we spend on the work. The fixed fee is based on the assumption that the work will be completed without any complications arising. If any unforeseen additional work is required, or if you change your instructions to us, we will either provide a revised fixed fee or agree that any additional work will be charged at the hourly rate of the person(s) dealing with your matter. In either case, we will not carry out any further work until any changes to our original estimate have been agreed in writing. In addition, we may raise a fee based on time spent if the matter becomes abortive for any reason but that fee will not exceed the agreed fixed fee.
4.8	We reserve the right to make an additional charge for certain services such as home visits, international and long distance telephone calls and faxes, courier charges, photocopying, printing, catering and other support services, courier fees, bank transfers, and other incidental expenses. Where applicable, we will charge VAT on our charges and expenses.
4.9	We may ask you to make a payment to us on account of anticipated disbursements (that is, fees and expenses paid by us on your behalf) such as Land or Probate Registry fees,

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	<p>search fees, Stamp Duty Land Tax (and similar taxes), agents fees, courier fees, court fees, experts' fees and counsels' fees. These are payable by you in addition to our charges. VAT is payable on certain expenses, which you will need to pay in addition. It is a condition of our agreeing to act, and of our continuing to act, that clients promptly meet any request for payments on account. Please be aware that we have no obligation to make such payments unless you have provided us with cleared funds for that purpose. We will not accept responsibility for any loss or additional expenses incurred by you as a result of your failure to provide cleared funds which we have requested from you.</p> <p>Where we hold money on your behalf, because we have received funds on your behalf or you have made payment on account, we may use this money towards payment of our bills. We will advise you if we do this.</p>
4.10	We reserve the right to submit interim invoices to you for payment if a matter is likely to be protracted.
4.11	If, for any reason, we cease to represent you or if a matter does not proceed to completion you will be responsible for our fees for all work done up to that date and any disbursements incurred on your behalf unless we have agreed otherwise in writing beforehand.
4.12	<p>Matters charged on a time recording basis – We will deliver bills to you for the work carried out during the conduct of your matter. The frequency of billing will depend on the nature of a matter. The frequency of billing for your matter is set out in your client care letter.</p> <p>In some cases, particularly when litigation is involved or when we may need to incur substantial expense on your behalf we may require you to provide a payment on account (payment in advance of us carrying the work out). Where we ask you for payment on account, we are not obliged to carry out any work on your matter until that payment has been made. A payment on account is not an estimate or fixing of charges, and our total charges may exceed the payment on account.</p> <p>You must tell us straight away if you have any form of legal expenses insurance that you think might pay for our bills.</p> <p>Fees and disbursements invoiced to you are due for payment immediately on delivery of our invoice.</p> <p>Interest will be charged on your bill on any amounts not paid within 28 days of delivery of the bill. Interest will accrue from 28 days after the date of the bill to the date of payment and will be payable on demand, calculated on a daily basis at 12% per annum. We may also retain any papers and documents belonging to you while payment for our bills is outstanding.</p>

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	<p>All bills, whenever they are submitted, will be for final bills for the period to which they relate but this does not prevent us from invoicing you for expenses for that period on a subsequent bill.</p> <p>If we are providing services to more than one person whether individuals, companies or entities and we are asked to deliver bills only to one person, those bills will remain payable in full by all persons that we provide services to under this contract.</p>
4.13	Matters charged on a fixed fee basis - We will send you a bill for our charges and expenses, payment of which is due on the earlier of completion of the matter or 28 days after the invoice has been issued. Interest will be charged from that date on any amounts not paid within 28 days of delivery of the bill, calculated on a daily basis at 12% per annum.
4.14	If any invoice remains unpaid after 28 days from the date of delivery, we reserve the right to terminate our retainer, that is to suspend work on your files and, ultimately, to refuse to continue to act for you. We have and shall retain a lien on certain deeds, papers and other personal property which has come into our possession in our capacity as your solicitor in relation to the matter upon which we are acting until such time as any outstanding invoice is paid. No such lien attaches to a Will.
4.15	If we are in possession of any monies due to you, for instance damages recovered for you or the proceeds of sale of a property, we will deduct any fees and disbursements due to us from those monies.
4.16	Where applicable, we will charge VAT on our charges and expenses which will be the fees applicable at the time that the work is completed.
4.17	<p>Contentious Matters</p> <p>You will be responsible to us for our fees and disbursements regardless of any order obtained for payment of your costs by another party. Our costs are likely to exceed the sum which you could recover from any other party to the proceedings. You should also bear in mind that you may be ordered to pay the costs of the other party.</p>
4.18	<p>Other Parties' Costs and Disbursements</p> <p>In some transactions a client may be entitled to payment of 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 which you incur with us. You have to pay our charges and expenses in the first place and any amounts which can be recovered will be a contribution towards them. The other person will not be liable to pay the VAT element of your costs if you are able to recover the VAT yourself</p>
4.19	<p>Payment Arrangements</p> <p>Please be aware that any payment which we receive from you should be made in the following forms:</p> <p>Card Payment (via our Online Payment provider)</p> <p>Electronic Bank Transfer to our own bank provided that BEFORE you instruct your bank to make the payment you advise us in advance AND you supply the full name, address, sort code and account number of your bank, and the amount being sent. You must also telephone us to confirm the bank details to which you are sending the payment</p>

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	<p>We can also accept the following methods, however there may be a delay obtaining cleared funds into our bank account:</p> <p>Bank Draft Building Society cheque Personal cheque</p>
4.20	Please note that we will not accept payments in any currency other than GBP pound sterling.
4.21	In circumstances where we are requested to make payments to a non UK Bank the Practice will not accept liability for any loss arising outside of their control, to include but not limited to: (i) fluctuations in the exchange rate (ii) any delay in transit or failure in the Payment reaching the intended beneficiary's account (unless such delay is caused by our negligence or wilful default) (iii) the receiving bank levying additional fees or rejecting the payment and (iv) the system failure of any part of the electronic platforms required for the transaction including our own systems.
4.22	The Practice is unable to advise on exchange rates and all international payments are made at the client's own risk.
4.23	In common with most other Solicitors and Banks, we charge a fee for transferring funds through the banking system (telegraphic transfers or other such payments) and for the provision of bank drafts. A charge will also be made where a cheque credited to your account with us is dishonoured. This does not apply to cheques drawn by debtors in our favour in respect of debt recovery matters which we are handling for you.
4.24	Where a client obtains borrowing from a lender in a property transaction, we will ask the lender to transfer the money and we will request that we receive it the working day before completion. This will enable us to ensure that the necessary funds are available in time for completion. Please be aware that the lender may charge interest from the date of issue of their loan cheque or the telegraphing of the mortgage advance.
4.25	<p>Cash payments: We do not accept cash payments. Cash payments must NOT be made direct into our account. If you try to avoid this policy by depositing cash directly with our bank we may decide to charge you for any additional checks we decide are necessary to prove the source of funds.</p> <p>Where we have to pay money to you, it will be paid by bank transfer. It will not be paid in cash.</p>
4.26	<p>Payments by/to third parties We WILL NOT accept payments by third parties except in exceptional circumstances and only with prior notice and agreement, and will require acceptable evidence of identity and address before the payment is made.</p> <p>Where we have to pay money to you, it will not be paid to a third party.</p> <p>If a third party agrees to pay our bills (with our agreement), you will remain responsible to us for payment until those bills have been paid in full.</p>

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4.27	We reserve the right to cease acting for you if any payments are made by you or on your behalf in breach of the above requirements. We will not accept responsibility for any loss or additional expenses incurred by you as a result of such termination, or any delay in the transaction caused while we verify the source of the funds. Any additional charges incurred as a result of such delay will be your responsibility and must be paid before we continue to act for you.
4.28	<p>Payments Made By Us</p> <p>In relation to sale or remortgage transactions, by accepting our terms of business you will be giving to us EXPRESS AUTHORITY to discharge all mortgages, charges and other incumbrances that are registered against your property including undertakings given to third parties (such as banks or other financial institutions) to discharge monies due to them out of the proceeds of sale. This authority must be considered as irrevocable.</p> <p>Where we have to pay money to you it will be paid by bank transfer. It will not be paid in cash or to a third party.</p>
5	QUOTATIONS AND ESTIMATES
5.1	The provision of figures (orally or in writing) from time to time for the likely cost of a piece of work is an estimate only and does not constitute a contract to carry out the work at that cost.
5.2	The provision of a written quotation for work constitutes an offer to carry out the work at that cost and does not become a contract until you accept the quotation or a defined part of it.
5.3	Unless stated in writing to the contrary, any quotation or estimate does not include any expenses or VAT.
5.4	Where we carry out work which falls outside the scope of an accepted quotation (or of an estimate which is subsequently incorporated into a contract between us) we may charge fees at our fixed hourly rates, in addition to the quoted or estimated fee. We may also charge additional fees on the same basis for work within the scope of such a quotation or estimate which is made more time consuming, onerous or urgent as a result of:- circumstances or information which we did not know or could not reasonably have anticipated at the time of the quotation or estimate (whether or not you were aware of them/it); or your, or your agents', act or omission.
5.5	Factors beyond our control may result in an increase in the complexity, or the amount of time that the matter takes, in which event our initial estimate or quotation may need to be revised. If this arises, we will supply a revised estimate or quotation with an explanation of the reason for the increase. We will require your written agreement to the revised estimate or quotation before we can continue to act.
6	COMMISSIONS

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6.1	If we receive a commission from a third party arising from work we are doing for you, we will credit you with the commission unless you have agreed otherwise.
6.2	If we recommend that you use a particular firm, agency or business, we shall do so in good faith and because we believe it to be in your best interests. However, if that particular firm is not another firm of solicitors, then you will not be afforded the regulatory protection of the Solicitors Regulation Authority (SRA), the SRA's Codes of Conduct and SRA Indemnity Insurance Rules, nor shall you be entitled to the benefit of the SRA Compensation Fund.
6.3	We will only refer, recommend or introduce you to a separate firm, agency or business where you have given us your informed consent to do so.
7	CONFLICT OF INTEREST
7.1	Definition “Conflict of Interest” means any situation where:- we owe (or, if we accepted your instructions, would owe) separate duties to act in the best interests of two or more clients in relation to the same or a related matter and those duties conflict, or there is a significant risk that those duties may conflict; or our duty to act in your best interests in relation to a matter conflicts, or there is a significant risk that it may conflict, with our own interests in relation to that or a related matter; or we have confidential information in relation to a client or former client, and you wish to instruct us on a matter where:- that information might reasonably be expected to be material; and you have an interest adverse to our other client or former client, and for the purposes of this paragraph “you” does not include Associated Entities
7.2	Similar Activities We may act for parties engaged in activities similar to or competitive with yours.
7.3	Third Parties Once we have agreed to act for you in relation to a matter, we will not act for a third party in relation to the same matter if there is a Conflict of Interest between that third party's interests and your interests.
7.4	Instructions Creating a Conflict of Interest We may decline to act for you where accepting your instructions would create a Conflict of Interest or cause us to break an existing agreement with a third party.
7.5	Consent Where our professional rules allow, and subject to satisfying the requirements of those rules (for example by implementing an information barrier), we may act for you and another client where a Conflict of Interest would otherwise exist, provided that we have the consent of both parties. We do not require your consent to act against an Associated Entity.
7.6	Cessation of Services If, whether through a change in circumstances or otherwise, we find that we have agreed to provide legal services to you in circumstances which give, or could give, rise to a conflict of interest we will discuss with you how to deal with the conflict and may, be

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	obliged to stop providing legal services to you and/or to all other clients affected by the Conflict of Interest.
8	INFORMATION AND CONFIDENTIALITY
	Information About You
8.1	Our firm complies with UK General Data Protection Regulation (UK GDPR) and Data Protection Act 2018 (DPA), by instructing this firm you consent to our processing of personal data obtained from you during the course of your instructing us. 'Processing' means obtaining, recording and holding your personal data, whether in paper or electronic format. We also have a duty of confidentiality under the Solicitors Regulation Authority (SRA) Codes of Conduct.
8.2	The firm is the Data Controller (for the purposes of DPA) of personal data that you provide to us. This means that the firm has a duty to comply with the provisions of the DPA when processing your personal data.
8.3	We have appointed a Data Protection Officer (DPO) who is responsible for overseeing the firm's compliance with data protection and answering questions in relation to data protection. You have the right to request a copy of your personal data at any time, and to have that information corrected if it is inaccurate. You have the right to object to our continued processing of your personal data. If you want to exercise this right or request erasure of your personal data, please contact the DPO using the details set out below. Name of DPO: Lee Pashen Email address: leep@cplaw.co.uk Postal address: 2 Anvil Court, 50 Denmark Street, Wokingham, Berkshire, RG40 2BB Telephone number: 0345 241 3100 For further information on the protection of your data protection rights please refer to our Privacy Notice available on our website at https://www.cplaw.co.uk/about-us/the-practice/ A paper copy of the Privacy Notice can be provided when requested.
8.4	We may use your personal information to administer your account with us, including tracing and collecting any debts; to ensure the safety and security of our premises (where we may also use CCTV); for fraud prevention purposes (including verification checks for our money laundering obligations); to assess client satisfaction (such as by asking you to participate in surveys); and to help improve our services generally.
8.5	Sometimes we ask other companies or people to do typing/photocopying/other administration duties on our files to ensure this is done promptly. We will always seek a confidentiality agreement with these outsourced providers. If you do not want your file to be outsourced, please tell us as soon as possible.
8.6	In order to provide the best service possible to our clients we have been awarded the Law Society's Lexcel quality management standard ("the standard"). To ensure that the Practice is continuing to comply with the requirements of the standard it may be necessary from time to time for both internal and external auditors to view your file(s). In any case where a file is requested for review we will not make available for review any particularly sensitive documents. If you do not want your file to be audited, please tell us as soon as possible.

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8.7	We are required by Solicitors Regulation Authority (SRA) to have our client account audited once a year. For this purpose our auditing accountants must review a random selection of files to ensure compliance with proper accounting procedures. If you do not want your file to be audited, please tell us as soon as possible.
	Our Duty of Confidentiality
8.8	We will treat any information which is confidential to you and which we obtain as a result of acting for you as strictly confidential, save:- for the purpose of acting for you; or for disclosures to our auditors; or other professional service providers or third parties; or for the purposes of our professional indemnity insurance; or as otherwise required by law or other regulatory authority to which we are subject; or where that information has entered the public domain other than as the result of our unlawful disclosure.
8.9	<p>If you are an individual, you have rights under the DPA. These rights are:</p> <ul style="list-style-type: none"> • The right to be informed and the right of access – You can request a data subject access request (DSAR) by emailing the supervisor of your matter or emailing our DPO Lee Pashen leep@cplaw.co.uk with details of the personal data that you want to access. • The right to rectification – Please contact the supervisor of your matter to rectify any information that we hold. In some case, we may ask to see proof of this change of data. • The right to erase – To request to erase any data that we hold on you please contact the supervisor of your matter or the DPO Lee Pashen leep@cplaw.co.uk. Please also bear in mind that if we are in the middle of a matter this may affect our capability to act for you. If this is the case, we will discuss this with you. • The right to restrict processing – To request a restriction of processing please notify the supervisor of your matter or the DPO Lee Pashen leep@cplaw.co.uk who will contact your to discuss the requirements of your requested restriction. Please bear in mind that some restrictions may prevent us from acting on your behalf. If this is the case, we will discuss this with you. • The right to data portability – To request this please contact the supervisor of your matter or the DPO Lee Pashen leep@cplaw.co.uk who will discuss the format you would like your data in when you make your DSAR. • The right to object – If you wish to object to any processing (irrelevant if consent has been provided previously), please contact the supervisor of your matter or the DPO Lee Pashen leep@cplaw.co.uk who will discuss your needs with you and action your request. Bear in mind, depending on the extent of the request this may prevent us from acting on your matter. • Rights in relation to automated decision making and profiling – The firm does not conduct any solely automated decision making or profiling.

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	These rights are absolute, but there are some cases where our legal obligations override data subject rights. (For example, keeping data for anti-money laundering purposes, notifying the NCA of any money laundering suspicions without notifying you).
8.10	After your matter has concluded we will retain your data for an appropriate period of time under UK GDPR and DPA. The timescales are explained in clause 17.1 and will be stated on our file closure letter.
8.11	If you are unhappy about any aspect of how we process your data, you have the right to complain to the ICO who are the UK's supervisory authority in charge of upholding information rights in the interest of the public. Please see their website at www.ico.org.uk or call them on 0303 123 1113 for more information.
8.12	We may from time to time wish to send you information which we think might be of interest to you. Please sign the marketing consent box at the end of this form if you are happy to receive such material.
	Your Duty of Confidentiality
8.13	Our advice and other communications with you are confidential and may not, without our consent, be disclosed by you to any third party (other than to your employees and agents who require access and who do not disclose it further) or otherwise made public except as required by law or other regulatory authority to which you are subject.
8.14	If, as a result of our acting for you, you acquire any information in respect of which we notify you that we owe a duty of confidentiality to a third party you will keep it confidential and not use it without our consent.
9	MONEY LAUNDERING REGULATIONS
9.1	We are professionally and legally obliged to keep your affairs confidential. However, we may be required by law (in common with all solicitors) to make a disclosure to the National Crime Agency where we know or suspect that a transaction may involve money laundering or terrorist financing. In most circumstances, we would make such a disclosure without reference or notice to you. We may however have to stop working on your matter for a period of time and may not be able to tell you why. We will not be held responsible for any losses which you or any other party incur as a result of our making such disclosure to the police or relevant authorities or otherwise complying with our legal obligations.
9.2	The type of offences we may be required to disclose includes concealing or disguising criminal property, including the nature, source, location, disposition or movement of any criminal property.
9.3	It also includes (for example) any incidence of tax evasion, mortgage fraud or benefits fraud of which we may be made aware by any party or which we otherwise discover.
9.4	By signing these terms and conditions of business and returning it to us you authorise us to disclose to the other parties in the transaction 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 and other financial arrangements and wishes as to dates for exchange and completion. You may withdraw this authority at any time but if you do so you should appreciate that we will inform the other party or parties and their agents or advisers that this authority has been withdrawn.

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9.5	We will not be liable for any loss, damage or delay arising out of the Practice's compliance with any statutory or regulatory requirement.
9.6	The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 as amended 2020 ('the Regulations') also require us to identify our clients and where relevant people related to you and therefore we will carry out an online check against your name. The electronic check may be in addition to receiving paper documents. By signing these terms and conditions of business and returning it to us you authorise us to do so.
9.7	OUR DUTY TO COMPLY WITH THE MONEY LAUNDERING REGULATIONS MAY OVERRIDE OUR DUTY OF CONFIDENTIALITY TO YOU
10	HOLDING CLIENTS MONEY
10.1	<p>Any money received on your behalf will be held in our Client Account. Where we hold money in a client account for you, the SRA Accounts Rules require us to account to you for interest where it is fair and reasonable to do so in all the circumstances.</p> <p>Subject to certain minimum amounts and periods of time, interest will be calculated and paid to you at the rate payable on our bank's Designated Client Accounts.</p> <p>The period for which interest will be paid will normally run from the date on which funds are received by us until the date of issue of any payment from our Client Account.</p> <p>Our interest policy shall be kept under review and may change if the Bank of England base rate increases or decreases. The rate of interest available on solicitors' client accounts is lower than rates of interest which can be obtained on other bank or building society accounts.</p> <p>For cleared funds paid into a client account, the firm shall account for interest unless one of the following circumstances apply:</p> <ul style="list-style-type: none"> a) The amount of interest calculated on the balance held is £50 or less; or b) The client money was held in cleared funds for a period of ten working days or less. <p>We will usually account to you for interest under our interest policy at the conclusion of your matter.</p>
10.2	If a client instructs us in writing, monies on which interest may be payable can be held in separate deposit accounts exclusively related to that client and designated by the use of the client's name. Where clients require us to open separate deposit accounts, we will do so. Naturally this involves additional administrative work and a charge for opening and operating such an account may be made. Transfers between designated deposit accounts and our general clients account will also be subject to a charge for each transfer. If you wish us to hold funds in this way please instruct us in writing. We will not open such an account on our own accord due to the large volume of client matters we deal with on a daily basis.

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10.3	<p>We currently hold our client account funds in National Westminster Bank. It is unlikely that the Practice would be held liable for losses resulting from a banking failure.</p> <p>The Financial Services Compensation Scheme (FSCS) is the UK's statutory compensation scheme for customers of deposit providers (banks, Building societies, etc.) The FSCS can pay compensation (up to £85,000) to consumers if a deposit provider is unable, or likely to be unable, to pay claims against it. Some temporary high balances (up to £1,000,000) are also covered for up to six months; these relate to balances in transactions involving property, marriage, divorce, redundancy, unfair dismissal, personal injury, a legacy from an estate of a deceased person or money held on behalf of a deceased person for the purpose of administering their estate. Please ask for further details if you require them.</p> <p>The £85,000 FSCS limit applies to an individual client, so if you hold other personal monies in the same deposit-taking institution as our client account, the limit remains £85,000 in total. Some deposit-taking institutions have several brands, i.e. where the same institution is trading under different names, so you should check with your deposit provider, the FCA or a financial adviser for more information. Further information regarding the FSCS can be found at www.fscs.org.uk, telephone number 0800 678 1100 or 020 7741 4100.</p>
10.4	<p>However, with effect from 3rd July 2015, the FSCS will provide a £1 million protection limit for up to 6 months for temporary high balances held with a bank, building society or credit union if it fails. Further details relating to what constitutes a temporary high balance and the rules relating to the protection can be found at www.fscs.org.uk</p>
10.5	<p>If a banking failure occurs in relation to any deposit provider which holds money that we have deposited on your behalf, we will seek consent from you to disclose to the FSCS all relevant details in our possession about you and the money that we hold on your behalf with such a deposit provider. Please note that if you withhold consent to our disclosure of your details to the FSCS in such circumstances, you may forfeit any right you may have to receive compensation from the FSCS where a banking failure occurs in relation to a deposit provider holding money which we have deposited on your behalf.</p>
11	TAX ADVICE
	<p>Any work that we do for you may involve tax implications or necessitate the consideration of tax planning strategies. Unless we are expressly instructed in relation to the tax aspects of any particular matter and agree in writing to give such advice we do not give any such advice but we may be able to identify a source of assistance to you. If you have any concerns in this respect please raise them with us immediately.</p>
12	INSURANCE DISTRIBUTION
12.1	<p>Sometimes our work involves investments. We are not authorised by the Financial Conduct Authority and so may refer you to someone who is authorised to provide any necessary advice. However, we are an insurance distributor and included on the financial services register maintained by the Financial Conduct Authority so that we can carry on insurance distribution activity, which is broadly the advising on, selling and</p>

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	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/register .
12.2	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 and impartial complaints handling body established by the Legal Services Act 2007
13	TERMINATION
13.1	You may terminate your instructions to us in writing at any time.
13.2	If we decide to stop acting for you, for example if you do not pay an interim bill or comply with the request for a payment on account, we will tell you the reason and give you notice in writing.
13.3	On termination of the relationship between us you must pay us for all work we have done and expenses and liabilities (for example, under an undertaking) we have incurred on your behalf but not then invoiced or paid by you. You will also be responsible for and pay us for all work we do and expenses we incur in closing our file and ceasing to act for you. Where the courts are involved you must consent (or if you do not you will be deemed to consent) to an application to the court for the name of our Practice to be removed from the record and must pay all costs and expenses incurred. We have and shall retain a lien on certain papers, deeds and documents provided to us in our capacity as your solicitor until all monies owing to us or for which you are responsible are paid to us.
14	COMPLAINTS
14.1	We are committed to giving high quality legal advice and client care. We are confident that you will be pleased with the services we provide. However, should there be any aspect of our service or our invoice with which you are unhappy, please raise your concern in the first instance with the person dealing with your case who will take all reasonable steps to resolve your concerns. If you still have queries or concerns, please contact Lee Pashen, our Client Care Director. In order to avoid any misunderstandings, we would prefer any formal complaint to the Client Care Director to be made in writing. Details of how we handle complaints can be obtained direct from the Client Care Director and from our website. Making a complaint will not affect how we handle your case.
14.2	If you are not happy with our handling of your complaint you may have the right to contact the Legal Ombudsman at Legal Ombudsman PO Box 6167, Slough, SL1 0EH, Tel: 0300 555 0333 e-mail: enquiries@legalombudsman.org.uk Website: www.legalombudsman.org.uk to consider the complaint. You can also contact the Solicitors Regulation Authority (SRA) at The Cube, 199 Wharfside Street, Birmingham B1 1RN; tel 0370 606 2555 e-mail: contactcentre@sra.org.uk Website: https://www.sra.org.uk/consumers/

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14.3	You may not be eligible to make a complaint to the Legal Ombudsman as they only accept complaints from individuals, a business or micro-enterprise as defined in European Recommendation 2003/361/EC of 6 May 2003 (broadly, an enterprise with fewer than 10 staff and a turnover or balance sheet value not exceeding €2 million), a charity with an annual income net of tax less than £1 million when it referred the complaint to the firm, a club, association or organisation, the affairs of which are managed by its members/a committee/a committee of its members, with an annual income net of tax less than £1 million when it referred the complaint to the firm; a trustee of a trust with a net asset value less than £1 million when it referred the complaint to the firm or a personal representative or beneficiary of the estate of a person, who, before he/she/they died, had not referred the complaint to the Legal Ombudsman.
14.4	Please therefore refer to the Legal Ombudsman Scheme Rules located on their website to establish whether you are eligible to register a complaint, as certain criteria applies to all those listed in the previous paragraph.
14.5	We have eight weeks to consider your complaint. If we have not resolved it within this time you may complain to the Legal Ombudsman. If you are not satisfied with our handling of your complaint you can ask the Legal Ombudsman (contact details above) to consider the complaint before the expiry of the eight weeks. Normally, you will need to bring a complaint to the Legal Ombudsman within six months of receiving a final written response from us about your complaint and within one year of the act or omission about which you are complaining occurring or, within one year of when you should reasonably have realised that there was cause for complaint. The Legal Ombudsman will consider a complaint earlier if they consider that there are exceptional reasons for doing so further details can be found in the Legal Ombudsman Scheme Rules.
14.6	If you have a complaint concerning your legal costs you have the right to ask the court to assess or "tax" the costs in respect of work which has not involved court proceedings (including all conveyancing work). A request for taxation should be made to us within one month of the delivery of the invoice.
14.7	If your complaint relates to our fees then you may be entitled to object to the Practice's bill by applying to the court for an assessment of the bill under Part III of the Solicitors Act 1974
14.8	If you require details of our professional rules, professional insurance or our VAT number these are available on request from our offices or via our website www.cplaw.co.uk
14.9	Alternative Dispute Resolution (ADR) Alternative complaints bodies (such as Ombudsman Services (https://www.ombudsman-services.org/), ProMediate (http://www.promediate.co.uk/) and Small Claims Mediation (scmreferrals@hmcts.gsi.gov.uk / 0300 123 4593) exist which are competent to deal with complaints about legal services should both you and our firm wish to use such a scheme.
14.10	If you would like to use any of these schemes to resolve a dispute, please contact us and we will let you know whether or not we are agreeable to using such a scheme.
15	RESPONSIBILITIES

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15.1	It is essential for your matter to proceed that we inform you of our respective responsibilities. These may alter as the matter progresses. We will advise you further in this respect if this is necessary.
15.2	<p>We will:</p> <p>Follow your instructions Review your matter regularly Update you with progress following agreed events Advise you of the law and any changes in the law Discuss with you whether the potential outcomes justify the expense and risks involved with your matter. Advise you of any circumstances and risks of which we are aware or consider to be reasonably foreseeable that could affect the outcome of your matter.</p> <p>Once a matter has ended, unless we expressly agree in writing otherwise:</p> <ol style="list-style-type: none"> a) we are not responsible for updating our advice of documentation to reflect any later changes in the law or practice: and b) we will not remind you about future deadlines or obligations relevant to that matter.
15.3	<p>You will:</p> <p>Provide us with clear, timely and accurate instructions Provide all documentation and funds required to complete the transaction in a timely manner Safeguard any documents which are likely to be required for discovery or handed to the other party on completion. Read any communications we send you and contact us if you do not understand any aspect of these. Notify us promptly of any changes or additions to instructions, information and materials previously provided by you or on your behalf; and Ensure that all information provided to us is complete in all material respects and not misleading.</p>
16	UNDERTAKINGS
16.1	<p>The firm's policy as to the giving of an undertaking is as follows:</p> <ul style="list-style-type: none"> • Undertakings may only be given in circumstances where performance or compliance with an undertaking can be guaranteed. Undertakings are binding even it is to do something outside of the solicitor's control; • All undertakings given by the business must be recorded in writing; • Undertakings received by email must not be accepted; • Undertakings given must be clear as ambiguous undertakings are generally construed in favour of the recipient; • It is the responsibility of solicitors to decide when an undertaking may be required and to obtain the necessary authority to give the undertaking;
16.2	Undertakings given by or on behalf of limited companies cannot be enforced by the courts as the practices in themselves are not officers of the court and therefore cannot

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16.3	<p>be compelled by the court to perform the undertaking, award compensation or become subject to potential contempt proceedings in respect of the undertaking.</p> <p>Should it be deemed necessary to provide an undertaking in your matter, our liability to you, as to the extent to which such an undertaking in the firm's name can be enforced, is limited to £5000</p>
17	STORAGE OF PAPERS AND DOCUMENTS
17.1	<p>Throughout the term of our retainer we are entitled to keep certain of your papers and documents while there is money owing to us for our charges and expenses. Generally we will keep the file (except for any papers which have been returned to you) for between 7 and 21 years depending on the type of matter from the date of the final invoice. We will inform you of the relevant retention period in our file closure letter. This time limit applies to both paper and any electronic files. We keep the file on the understanding that we have the authority to destroy it after the retention period comes to an end. We will not destroy the documents you ask us to deposit in safe custody. However, should any of your documents be lost or damaged as a result of events beyond our reasonable control we will not be liable for their replacement or for any resultant loss.</p> <p>Other than Wills we do not have the space available to store such documents ourselves. We will send such documents to wherever you ask us to send them so long as you pay our costs of so doing in advance.</p>
17.2	<p>If we retrieve papers or documents from storage in relation to continuing or new instructions to act in connection with your affairs, we will not normally charge for such retrieval although we reserve the right to do so. We may also charge based on time spent for producing stored papers or documents to you or anyone else at your request. We may also charge for reading correspondence or other work necessary to comply with the instructions given by you or on your behalf. Unless otherwise agreed with you in writing, those charges will be at our hourly rates applicable at that time.</p>
17.3	<p>Should you require a data subject access request instead please make this clear to the firm. This may not include a copy of the papers you require so please consider carefully what you would like to receive. A data subject access request provides "a right to see the information contained in personal data, rather than a right to see the documents that include that information." (The Information Commissioners Office, 2017)</p>
	Opinions from Barristers and other Third Parties
17.4	<p>We may retain, for our subsequent use, a copy of the advice or opinion of any barrister or other third party given in written form (or any note of any advice or opinion) obtained in the course of providing legal services to you. Any barrister or other third party will be instructed on the basis that any such advice or opinion will be so retained.</p>
17.5	<p>If we retain a copy of any advice or opinion in this manner we will take all reasonable steps to conceal information (such as names, addresses or descriptions) which might reasonably enable you to be identified.</p>
18	PROFESSIONAL INDEMNITY INSURANCE

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	<p>We have a legal duty to tell you about our professional indemnity insurance. We have an obligation to carry such insurance.</p> <p>Information about the compulsory layer of Professional Indemnity Insurance we carry, along with a copy of our insurance certificate is also available for inspection at our offices or made available on request.</p>
19	LIMIT OF OUR LIABILITY
19.1	<p>Our liability to you for a breach of your instructions shall be limited to £3 million, unless we expressly state a higher amount in the letter accompanying these terms of business.</p> <p>We will not be liable for any consequential, special, indirect or exemplary damages, costs or losses or any damages, costs or losses attributable to lost profits or opportunities.</p>
19.2	<p>We can only limit our liability to the extent the law allows. In particular, we cannot limit our liability for death or personal injury caused by our negligence, nor for negligence in contentious business, insofar as the Solicitors Act 1974 s60(5) precludes the exclusion of such liability.</p> <p>S60(5) Solicitors Act 1974 provides that a term in a contentious business agreement excluding liability for negligence is void if the client is a natural person who “is acting for purposes which are outside his trade, business or profession.</p> <p>Please ask if you would like us to explain any of the terms above.</p> <p>This liability cap will apply to our aggregate liability to you together with any associated party for whom you are acting as an agent in relation to the relevant matter on any basis.</p>
	Third Parties
19.3	<p>The legal services are provided to and for the benefit of you as our client and you alone. No other person may use or rely upon the legal services nor derive any rights or benefits from them. The provisions of the Contracts (Rights of Third Parties) Act 1999 are to that extent excluded.</p>
19.4	<p>The Practice alone will provide the legal services and you agree that you will not bring any claim whether in contract, tort, under statute or otherwise against any Director or any consultant to, or employee or agent of the Practice or any service company owned or controlled by or on behalf of any of the Directors and those Directors, consultants, employees and agents shall be entitled to rely on the terms of this agreement insofar as they limit their liability. The provisions of this paragraph will not limit or exclude the firm’s liability for the acts or omissions of our employees, consultants or partners. The provisions of this paragraph are intended for the benefit of our employees, consultants and partners but the terms of our engagement may be varied without the consent of all or any of those persons.</p> <p>If you start proceedings against us for loss or damage and there is another person (for example, another adviser) who is liable (or potentially liable) to you in respect of the</p>

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	same loss or damage, then you will (if we so request) join them into the proceedings. This is subject to any legal prohibition against your joining them in that way.
	Proportional Liability
19.5	In addition to the other limitations in this document, where we and/or third parties are responsible for any loss suffered by you, our liability for that loss will be limited to a fair proportion of your total loss calculated by reference to the extent of our responsibility. If you have engaged others to represent or advise you on a matter in which we are involved and you agree with any of them that their liability to you will be limited, in order that our position is not adversely affected by any such limitation of their liability, you agree that our liability to you will not exceed the amount which would have applied in the absence of that limitation.
20	EXCLUSION
	We shall not be liable for:- any loss, damage, cost or expense arising from any breach by you of your agreement with us or any act or omission of any other person; or any advice or document subject to the laws of a jurisdiction outside England and Wales; or any advice or opinion given to you by any third party (whether or not nominated or recommended by us).
21	LOSS OF PROFIT
	We shall not be liable for any indirect loss or damage or any loss of profit, income, production or accruals arising in any circumstances whatsoever, whether in contract, tort, under statute or otherwise, and howsoever caused (including but not limited to our negligence or non-performance).
22	REGULATIONS AFFECTING YOUR CANCELLATION RIGHTS
	The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013
22.1	If we have not met you either in person (because, for example, instructions and signing of the contract documentation is taking place by telephone/mail, e mail or on-line – i.e.: by way of a “distance” contract) or we have taken instructions and a contract has been concluded away from our business premises (because, for example, we have met with you at home - i.e.: by way of an “off-premises” contract) and the contract was entered into on or after 14 June 2014, you have the right to cancel this contract within 14 calendar days of entering into the contract without giving any reason. A model cancellation form is attached and please complete this and submit it to us if you wish to exercise the right.
22.2	The cancellation period will expire after 14 calendar days from the day of the conclusion of the contract.
22.3	To exercise your right to cancel, you must inform us CP Law Solicitors 2 Anvil Court 50 Denmark Street RG40 2BB Tel: 0345 241 3100, e-mail: mail@cplaw.co.uk of your decision to cancel this contract by a clear statement and can use the cancellation notice enclosed with these terms (eg: a letter sent by post, fax or e mail). If you use this option,

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T: 0345 241 3100 F: 0118 9774291

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	we will communicate to you an acknowledgement of receipt of such a cancellation on a durable medium (eg: by e mail) without delay. To meet the cancellation deadline, you must send your communication concerning your exercise of the right to cancel before the cancellation period has expired.
22.4	Should you require the work to be commenced within the 14 calendar day cancellation period, then please sign and complete the confirmation and agreement form enclosed with the client care letter and tick the appropriate box. Where you have provided your consent for work to commence within the 14 calendar day cancellation period and you later exercise your right to cancel, you will be liable for any costs, VAT and disbursements incurred up to the point of cancellation. Unless you make an express request for us to commence work within the 14 day period (i.e. by signing and returning the client care letter or advising us in writing we will not be able to undertake any work during that period.)
23	LEGAL AID
23.1	We don't undertake legal aid work and it is important that you are aware of Legal Aid. Legal Aid is useful to a litigant because if he loses, his liability is limited to his means-tested contribution, and it is unlikely the Court will allow the victor to recover any costs against him. Legal Aid is not free. In most cases it is only a loan repaid from the fruits of the action. If the assisted party succeeds and recovers or preserves any asset (except for some exemptions for maintenance and family proceedings), it is subject to the statutory charge. The statutory charge operates to put the recovery or the preserved asset first towards payment of the assisted party's legal costs, and the assisted party only gets the net balance (if any) – often much later because of the time taken in quantifying the final costs. If money is recovered, it has to be paid to the assisted party's solicitor who has to pay it into the Legal Aid Fund who carry out the accounting and pay out the balance. The Legal Aid Agency has no power to reduce or waive the effect of the statutory charge. If a home is involved, it is sometimes possible to delay payment, but the statutory charge then operates like a mortgage and attracts interest until everything is repaid on sale. For more information please discuss this with the person attending to your case (they will be able to confirm if Legal Aid will be relevant to your type of case and if you may qualify) alternatively go to the LAA website www.gov.uk/legal-aid or telephone them directly on 0300 20 2020
24	CONSUMER PROTECTION REGULATIONS (CPR)
24.1	The Consumer Protection from Unfair Trading Regulations (as amended) regulate transactions between traders and consumers and prohibit trading practices that amount to unfair commercial practices and misleading acts and omissions. Neither You, the client, nor Us, your legal representative, must mislead a buyer or tenant either by providing incorrect or ambiguous information, or by omitting to provide material information about the property You are selling.
24.2	Certain information will be revealed through searches and other enquiries of public databases, surveys and valuation reports. However, You must disclose to Us any known defects and other material adverse matters relating to the property known to You and

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	failure to do so may mean that, in certain circumstances, the buyer or tenant would have rights of redress against You.
24.3	We encourage You to make all known disclosures as early in the transaction as possible to prevent delays.
24.4	If We become aware of any such existence of material information, and You decline to authorise disclosure to the buyer or tenant, then We would have to consider whether it was possible to continue to act for You as the CPR's impose a duty to act fairly towards You as Our client and also towards third parties, especially those that are unrepresented.
25	OTHER TERMS AND CONDITIONS
25.1	Unless we agree otherwise, we retain copyright in all written material prepared for or supplied to our clients. Our clients may, of course, use the material but only in respect of the matters in respect of which this Practice is instructed and for which the material was specifically prepared. This Practice accepts no responsibility for the consequences of clients using such material in any other circumstances.
25.2	Sometimes we ask other companies or people to support us in respect of IT support, accounts support and marketing. We will seek a confidentiality agreement with these outsourced providers.
25.3	Once a particular matter has been concluded we cannot accept ongoing responsibility for reminding clients of changes in the law which might affect them or of critical dates in respect of such matters as rent reviews, lease renewals, the exercise of options, court proceedings and the like. We will only do so where we have accepted specific instructions in writing from you to advise you upon specific changes in law or to deal with the relevant matters immediately prior to the critical date in question.
25.4	It is important that you tell us in writing of any change in your address as soon as possible but in any event within seven days. Unless you do so we shall be entitled to treat your last address known to us as your address for all purposes including correspondence, notices and proceedings.
25.5	Our failure to enforce at any time or for any period any one or more of these terms shall not be a waiver of them or of the right at any time subsequently to enforce all or any applicable terms and conditions.
25.6	We are committed to promoting equality and diversity in all of our dealings with our clients, third parties and employees. Please contact us if you would like a copy of our equality and diversity policy.
25.7	Any dispute or legal issue arising from our terms of business will be determined by the law of England and Wales, and considered exclusively by the English and Welsh Courts.
25.8	Neither You nor We shall be liable for any failure to perform, or delay in performing, any obligations (other than payment and indemnity obligations) if and to the extent that the failure or delay is caused by Force Majeure (any unforeseeable circumstances that prevent someone from fulfilling a contract) and the time for performance of the obligation, the performance of which is affected by Force Majeure, shall be extended accordingly

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I/We confirm I/we have read and understood and accept these Terms and Conditions of Business.	
ALL parties to the transaction must sign and date these Terms and Conditions of Business.	
Signed	
Date	
Our Ref	

Marketing Consent (clause 8.12)	
I/we are happy to receive information which may be of interest to me/us	
Signed	
Date	

Consumer Contracts Regulations 2013
Model Cancellation Form
(Complete and return this form to us within the 14 day statutory period only if you wish to withdraw from your contract with us)
To CP Law, 2 Anvil Court, 50 Denmark Street, Wokingham, Berkshire, RG40 2BB.
TELEPHONE NUMBER: 0345 2413100

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E-MAIL ADDRESS: mail@cplaw.co.uk
I/We [] hereby give notice that I/we [] cancel my/our contract for the supply of the following legal service []
Ordered on [] /received on []
Name of consumer(s):
Name of consumer(s):
Signature of consumer(s) (only if this form is notified on paper):
Address of consumer(s):
Date:

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