Graphene Legal Ltd: Terms of Business

1. Graphene Legal Ltd

1.1 Graphene Legal Ltd ('the firm') is constituted as a limited company, registered in England and Wales with company number 8694798:

Registered Office:	Crown House, Manchester Road,
	Wilmslow, SK9 1BH;
Phone Number:	01625 363 032;
email:	info@graphene.legal
Website:	www.graphene.legal
VAT number:	201 6473 44.

1.2 We are authorised and regulated by the Solicitors Regulation Authority (SRA) under SRA number: 615515.

1.3 In these terms of business all first-person terms such as 'we', 'us' and 'our' refer to the firm and not to any director, consultant or employee personally or to any combination of directors, consultants or employees collectively. By accepting these terms of business, you are entering into an agreement with the firm and not with any director, consultant or employee personally or with any combination of directors, consultants or employees collectively. The fact that an individual director, consultant or employee signs in his or her own name any letter or other document in the course of carrying out his or her work does not mean he or she is assuming any personal legal liability for that letter or document. No reference to a 'partner' is to imply that any person is carrying on business with others in partnership for the purposes of the Partnership Act 1890.

1.4 We are bound by professional rules of conduct which are contained within the SRA Standards and Regulations (which can be viewed at www.sra.org.uk) or by writing to 'Solicitors Regulation Authority, The Cube, 199 Wharfside Street, Birmingham, B1 1RN' or calling the Solicitors Regulation Authority's contact centre on 0370 606 2555 (inside the UK), Monday and Tuesday (08:00 to 17:00), Wednesday (10:00 to 17:00), Thursday and Friday (08:00 to 17:00).

1.5 The SRA Indemnity Insurance Rules, as in force from time to time, require us to take out and maintain Professional Indemnity Insurance with Qualifying 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 in hard copy at our registered office.

2. Terms of Business

2.1 These Terms of Business may not be varied unless agreed in writing and signed by a director. They should be read in conjunction with our client care letter which sets out the basis on which we act for you and any documents referred to in that letter. Together these form the 'agreement' between us relating to each matter on which we advise you.

2.2 These terms, including the limits on our liability in clause 17, shall apply to all work done by us for you (and any work to be done in the future) unless we otherwise notify you in writing.

2.3 If any term of this agreement is inconsistent with our legal obligations under the relevant laws, then the relevant laws shall apply instead of those terms.

3. Excluded Advice

3.1 We do not advise on the laws and regulations of jurisdictions other than England & Wales (which includes retained EU law as defined by the European Union (Withdrawal) Act 2018).

3.2 We do not advise on the tax implications of any matter that you instruct us on. Whilst we may agree to file certain documents with HM Revenue and Customs on your behalf, it is your responsibility, and not ours, to calculate the amount of tax you must pay. We are not qualified to give any tax advice in any form, and you should always take the professional advice of a taxation specialist or your own accountant. If you authorise us to proceed with a transaction, we will proceed on the basis you have sought appropriate professional advice. .

3.3 We are not specialist planning lawyers, therefore planning advice is excluded from the scope of our work unless we have specifically agreed to provide such advice in writing. If your matter involves planning considerations, it is your responsibility to seek appropriate advice from a qualified planning consultant or specialist. If you would like us to assist you in identifying a suitable expert, please let us know.

3.4 We do not advise on competition law, nor do we provide financial advice generally, or comment upon the commercial viability of any transactions upon which we advise. Nothing we may say to you or do in the course of our agreement with you should be taken as advice on the commercial or financial viability of any property investment you choose to make. The commercial or financial viability of any property purchase or investment is entirely a matter for you and is strictly excluded from the scope of our agreement with you.

4. Your Duty to Retain and Preserve Documents

4.1 If now, or at any time in the future, any matter on which we act for you is the subject of formally contested proceedings, whether in the courts or other tribunals, you will almost certainly have to disclose documents, including electronic documents, relevant to the matter. You should ensure that you do not destroy or allow to be destroyed any documents that relate to such matter in any way (however slight you believe the connection may be), as your position in such proceedings could be seriously compromised if you do so.

5. Copyright

5.1 Unless we agree otherwise, all copyright which exists in the documents and other materials that we create whilst carrying out work for you will remain our property. You have the right to use such documents and materials for the purposes for which they are created, but not otherwise.

5.2 If you use such documents for any purpose other than that for which they were created we are not responsible to you for any losses that you may suffer as a result.

5.3 Unless otherwise required by law or court order, you agree not to make our work, documents or materials available to third parties without our prior written permission. Our work is undertaken for your benefit alone and we are not responsible to third parties for any aspect of our professional services or work that you make available to them.

6. Client Satisfaction

6.1 We will carry out the work we undertake to do for you with proper skill and care and will always aim to provide you with a proper standard of service.

6.2 We will keep you informed about all important developments in your matter, and we will respond to your letters, emails and telephone calls promptly and efficiently.

6.3 The majority of our clients are very happy with the service we provide, but in the event that you have any cause for concern, including about a bill, then please be aware that you are entitled to make a complaint, and that you can do so by contacting our designated complaints Manager, Mr. Dipak Savjani. We take all feedback from clients seriously and operate a Complaints Handling Procedure, a copy of which is available upon request.

6.4 We are usually able to deal with any concerns you have promptly and to your satisfaction, but if this is not the case, you will be able to make a complaint to the Legal Ombudsman provided you do so within six months of the end of our internal Complaints Handling Procedure if you are still not satisfied with the outcome.

6.5 The Legal Ombudsman expects complaints to be made to them within one year of the date of the act or omission about which you are concerned or within one year of you realising there was a concern.

6.6 You should also be aware that, when your complaint relates to a bill, the Legal Ombudsman will not consider your complaint while your bill is being assessed by a court.

6.7 A complainant to the Legal Ombudsman must be one of the following:

(a) An individual;

(b) A 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);

(c) A charity with an annual income less than £1 million;

(d) A club, association or society with an annual income less than£1 million;

(e) A trustee of a trust with a net asset value less than £1 million; or a personal representative or the residuary beneficiaries of an estate where a person with a complaint died before referring it to the Legal Ombudsman.

6.8 If you are not, you should be aware that you can only obtain redress by using our Complaints Handling Procedure or by mediation or arbitration, or by taking action through the courts.

6.9 Legal Ombudsman Contact Details:

(a) Address: Legal Ombudsman, PO Box 6167, Slough, SL1 0EH

(b) Telephone: 0300 555 0333

(c) email: enquiries@legalombudsman.org.uk

(d) Website: www.legalombudsman.org.uk

6.10 The firm is committed to ensuring that all directors, consultants and employees give their full co-operation to the Legal Ombudsman in the event of any dispute or complaint against the firm.

6.11 If you wish to complain about our conduct, rather than our service, you can make a report to the SRA (see clause 1.4).

7. Definitions: fees, disbursements and costs

7.1 In these terms of business "fees" means our charges including any VAT element, "disbursements" means any costs or expenses paid or to be paid to a third party on your behalf (including any VAT element) but does not include office expenses such as postage and courier fees, and "costs" means fees and disbursements together.

8. Fixed Fee Services

8.1 Where our client care letter states that we are charging on a fixed fee basis, additional services may be provided on request and (unless otherwise agreed by us in writing) will be charged at our standard hourly rates as set out in our client care letter, plus disbursements (if any) and VAT.

9. Up-Front Fee Services

9.1 Where our client care letter states that you are required to pay our fees up-front, we will deliver a bill to you in advance of carrying out any work. When you pay us up-front it means that we take immediate possession of the money before we start work on your matter. We do not hold up-front fees in our client account on trust for you until we have completed the work, as some law firms do.

9.2 We only ever ask for up-front fees when we have been able to agree a fixed fee with you. If, for any reason, we are unable to complete the work you have paid us for, we will refund a percentage of your fee to you. The percentage of the refund you will be entitled to will depend upon the amount of work we have done for you. Further details will be set out in our client care letter where applicable.

9.3 Where our client care letter states that you are required to pay a disbursement up-front, we will retain the money in our client account on trust for you until we have paid the disbursement. Once the disbursement has been paid, we will deliver our bill to you and take possession of the money.

10. Hourly Rate Services

10.1 Where our client care letter states that we are charging on an hourly basis, the hourly rate varies according to the experience and expertise of the person dealing with the matter. The rates which apply to each matter are set out in our client care letter.

10.2 The time spent on your matter for which you will be charged includes meetings with you and others, travelling, waiting, researching and considering, writing and receiving correspondence, making and receiving telephone calls, preparing and working on documents, and making file notes.

10.3 The time spent on your matter is recorded as units of one tenth of an hour. Therefore, this is the minimum amount of time we will charge for any piece of work undertaken on your matter.

10.4 On or around the 1 May each year, we review our hourly rates. We will notify you in writing of any increase.

10.5 We will add VAT to our fees at the rate that applies when the work is done.

11. All Services

11.1 You agree to reimburse us for all disbursements reasonably incurred by us on your behalf or otherwise in connection with this matter. These may include, for example, Counsel's fees, court fees, stamp duty, and registration fees. We will, of course, advise you in advance of any unusual disbursements and seek your approval before incurring them whenever practicable.

11.2 Where you request or where we reasonably consider it expedient to effect payment of any sums by way of BACS or CHAPS (electronic bank

transfers), we will charge you a fee of £30.00 plus VAT in addition to charging you – as a disbursement - any bank fees we incur.

11.3 You agree to reimburse us for all incidental one-off expenses reasonably incurred by us in connection with this matter. These may include, for example, money spent on travel and subsistence. Wherever reasonably possible, we will inform you of these in advance.

11.4 If we give you a written estimate of our costs, it is given only as a guide to assist you in budgeting and should not be regarded as a fixed quotation unless otherwise agreed by us in writing. We will inform you if any unforeseen - but significant - additional work becomes necessary.

11.5 It is sometimes impossible to tell at the outset what our total costs will be. If this is the case, we will provide you with as much information as possible and keep you updated as the matter progresses. If a precise figure cannot be given at the outset, we shall explain the reason to you and give you the opportunity to set a ceiling figure beyond which you do not want us to act without your consent or we shall agree a review date with you on which we shall try to give you more information about the likely overall cost.

11.6 Our fixed fees are calculated on the basis that client communications relating to a matter will be proportionate in length and frequency to the nature of the transaction. For a standard residential conveyancing matter, we consider proportionate communications to be those which are concise and directed to a specific question or instruction, ordinarily not exceeding about 300 words per communication.

11.7 Where the volume, frequency or length of written communications from you (including by email or letter) is, in our reasonable assessment, materially disproportionate to the complexity of the matter - for example where AI tools are used to commence and prolong wholly or largely unnecessary correspondence - we reserve the right to notify you that time spent reading, considering and responding to such communications will be charged at our standard hourly rates, in addition to the fixed fee agreed.

11.8 We will always notify you before exercising this right, and you will have the opportunity to revert to proportionate communications going forward. This provision is not intended to discourage you from contacting us, but to ensure that the fixed fee arrangement remains viable for both parties

11.9 We will usually submit bills monthly but may choose to submit bills at other intervals during the course of working on your matter. We may also submit a bill on or at any time after conclusion of the matter or at the end of the agreement. Unless otherwise agreed, our bills are payable upon delivery of the bill. All bills, whenever they are submitted, will be final statute bills for the period to which they relate but this does not prevent us from invoicing you for disbursements for that period on a subsequent bill.

11.10 We may also ask you at any time to pay money in advance of our costs (known as a 'payment on account'). If we ask you to make a payment on account, we will not be obliged to undertake any further work on your matter until you have made that payment (and if you do not make the payment, we may cease acting for you).

11.11 We will hold any payment on account in trust for you in our client bank account until it is withdrawn for the purpose for which it is being held or upon your instruction. Where we are holding money in our client account in respect of our costs, it will be withdrawn upon delivery of our bill to you.

11.12 Where we decide to extend credit to you by carrying out urgent work on your matter after the money you have paid on account has all been used, you agree to remain liable for our costs regardless of whether or not we give you advance notification that we are going to extend credit to you.

11.13 It is your responsibility to tell us when first instructing us if you have any form of insurance cover (such as legal expenses insurance) that you think will pay our costs. You must also tell us when first instructing us if there is a third party who may pay our costs. If a third party agrees to pay all or part of our costs, you will remain responsible to us for payment until those costs have been paid in full.

11.14 If we are advising more than one person (usually individuals, companies, or other entities) we will, unless otherwise agreed by us in writing, act for those persons jointly and severally. If we are asked to deliver bills only to one person, those bills will nevertheless be payable in full by all other persons we act for under the agreement.

11.15 You agree that we may deliver our bills to you by email and that we may treat bills sent to you by email as being delivered the next working day after the email attaching the bill has been sent to you, regardless of whether or not you have acknowledged receipt of the email and the bill.

11.16 If you require a purchase order as well as a bill, it is your responsibility to tell us and to supply us with any reference.

11.17 If you are instructing us jointly in relation to any matter it is your responsibility to tell us at the outset of the agreement if you require more than one person to give us instructions in relation to that matter. Otherwise, we will accept instructions from any one person and will not be responsible to any other person for any losses they may suffer as a result.

11.18 If you are a company or other legal entity it is your responsibility to tell us at the outset of the agreement if you require more than one officer, employee or agent of your company or entity to give us instructions. We shall be entitled to act on the instructions of any of your apparently authorised officers, employees or agents and to rely on any information provided by such officers, employees or agents.

12. Late Payment of Bills

12.1 Unless otherwise agreed, our bills are payable upon delivery of the bill. If we do not receive payment within 28 days of delivery, we reserve the right to charge you interest from the date of delivery of the bill as follows:

(a) If you are a private client, we may charge you interest (on a daily basis) on the unpaid element of the bill (at a rate no higher than the rate payable on judgment debts at the date of this agreement);

(b) If you are a commercial client, we may charge you interest under the Late Payment of Commercial Debts (Interest) Act 1998 plus a fixed sum under the Late Payment of Commercial Debts (Interest) Act 1998 as amended and supplemented by the Late Payment of Commercial Debts Regulations 2002;

12.2 We may refuse to undertake any further work for you (whether in respect of the matter to which the bill relates or any other matter on which we are acting for you) until that bill is paid and/or we may stop acting for you; and

12.3 We may retain any papers or documents, or other property, belonging to you, together with our own records.

12.4 Should you make a payment by way of cheque or credit card and that payment subsequently not be honoured then we will inform you in

writing and request funds be made available for the payment to be re-presented. The firm reserves the right to charge you a fee for administration and any charge imposed by the bank for re-presenting your payment. Until such time as the payment is cleared into our accounts the provisions of clause 12.1 may apply.

12.5 If you have any queries in respect of any element of a bill, you should still promptly pay all other elements of the bill.

12.6 Where we hold money for you, whether because you have made a payment on account or we otherwise receive funds on your behalf, we may use this money toward payment of our bills. We will always advise you when this is being done. If we take any security for our fees, whether from you or any third party, this shall not affect any rights we have (or which we may have) to retain your papers or property.

12.7 If you wish to make a complaint about one of our bills, you may do so by using the firm's Complaints Procedure (copy available on request). You may also have a right to object to a bill by making a complaint to the Legal Ombudsman and/or applying to the court for an assessment of the bill under part III of the Solicitors Act (1974). The contact details for the Legal Ombudsman can be found at clause 6.9.

13. Costs payable from/to the other side

13.1 The general rule in English court proceedings is that the losing party will be ordered to pay or contribute toward the costs incurred by the successful party. However, not all costs are recoverable, and you will therefore usually have to bear a portion of them yourself. We can advise you of the implications of this as the matter proceeds. You will remain liable to pay our bills delivered as the matter progresses and our costs even if an award is made in your favour against a losing party. We will account to you for any costs recovered from your opponent. There shall be no presumption relating to 'unusual costs' in Civil Procedure Rules rule 46.9(3)(c), and Section 74(3) of the Solicitors Act 1974 shall not apply, which means we are not limited to charging you only the fixed recoverable costs. You will be liable for 100% of our costs. Even if you win, your opponent may not be ordered to pay or be capable of paying any contribution towards your costs.

13.2 If you lose, you are likely to have to bear your opponent's costs as well as your own. You may also have to bear the costs of any third parties involved. Again, we will advise you if this is applicable.

13.3 If you are successful and the court orders the other party to contribute to your costs, interest can be claimed on those costs from the other party from the date of the court order.

13.4 You will also be responsible for meeting the costs of seeking to recover any contribution towards your costs which the court orders the other party to pay.

13.5 In some circumstances, the court may order you to pay the other party's costs, for example, if you lose the case or if you lose a particular application. This money is payable in addition to your own costs. You should be aware the courts regularly assess costs incurred by the parties on interim applications and, if you are a losing party, you may have to pay the other party's assessed costs of that application within 14 days even though the proceedings are continuing.

13.6 We will discuss with you whether our costs, and your liability for another party's costs, may be covered by existing insurance and, if not, whether it would be feasible for you to have insurance to cover such liability.

13.7 Your claim may to be subject to a fixed recoverable costs regime. This means if an order for costs is made in your favour, your opponent will be required to pay you a fixed sum in costs payable as a contribution towards your costs. The fixed costs which are payable by your opponent are unlikely to be sufficient to discharge your liability to us for our costs. Accordingly, you agree that you will remain liable for our costs whether or not they are recovered in whole or in part from your opponent. There shall be no presumption relating to 'unusual costs' in Civil Procedure Rules rule 46.9(3)(c), and Section 74(3) of the Solicitors Act 1974 shall not apply which means we are not limited to charging you only the fixed recoverable costs. You will be liable for 100% of our costs. Where the recovered fixed costs exceed our costs then you agree that the recovered fixed costs will be chargeable to you in full and they will accordingly be treated as our costs.

13.8 We will provide you with the best possible information on any likely limits on your costs recovery from your opponent as a result of fixed costs as the matter progresses.

14. Costs & Funding: Litigation/Contested Matters

14.1 The firm recognises the need for flexibility in funding litigation, particularly where there is a possibility that you will have to contribute to the other side's legal costs. At the outset we will investigate with you the best way of paying for your legal representation.

15. Storage of Documents and Deeds

15.1 We retain all documents relating to your matter (other than any documents which are in your possession or returned to you) for at least six years (twelve years in the case of lending matters) from the conclusion of our involvement in the matter. You agree that we may destroy them after that time. We will not destroy documents you ask us to deposit in our deeds store.

15.2 If you ask us to retrieve documents from storage there is a charge, which is normally £50 plus VAT for each matter, although we will not normally charge that fee if we retrieve documents to enable us to carry our further work for you. We will charge, however, for any work necessary to comply with instructions given by you in connection with retrieved documents. Unless otherwise agreed with you in writing, those charges will be at our hourly rates applicable at the relevant time and those charges will be applied on the same basis as set out in clause 10.

16. Financial Services

16.1 The Law Society of England and Wales is a designated professional body under Part XX of the Financial Services and Markets Act 2000 (as amended) which means that we may carry on certain regulated activities without being regulated by the Financial Conduct Authority. This means that we may be able to provide limited financial services to you where such services arise out of, or are complementary to, the provision of legal services.

16.2 The Law Society is the designated professional body for the purposes of the Financial Services and Markets Act 2000, but responsibility for regulation has been delegated to the Solicitors Regulation Authority (the independent regulatory body of the Law Society), and responsibility for handling complaints has been delegated to the Legal Ombudsman. The contact details for the Solicitors Regulation Authority can be found at clause 1.4 and the contact details for the Legal Ombudsman can be found at clause 6.9.

16.3 The limited regulated activities that we carry out are issuing certain insurance policies, such as after the event legal expenses insurance, defective title insurance and other property indemnity insurance (such

as breach of covenant, absence of easement, lack of planning permission, unknown rights and covenants policies).

16.4 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 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 Solicitors Regulation Authority. The register can be accessed via the Financial Conduct Authority website at www.fca.gov.uk.

16.5 Any insurance policy arranged by us on your behalf, shall, in our opinion, be adequate to meet your needs, but you are hereby informed that we do not recommend any policy over and above any other and that it is your responsibility to check that you are satisfied with the excess levels, exclusions, limitations and other policy terms. We do not conduct a fair analysis of the insurance market prior to arranging insurance policies. You can request details of the insurance undertakings with which we conduct business at any time.

16.6 You hereby agree to provide us with details of any relevant existing insurance policies you may have and you agree that we shall not be liable to you for any losses you sustain as a result of your failure to provide us with such details.

17. Limitation of Liability

17.1 You agree that the limitations on our liability as set out in this agreement are reasonable having regard to the nature of your instructions and the work involved and the availability and cost of professional indemnity insurance. We are, however, happy to consider options to increase these limitations, should you so require (which may result in an increase to our fees).

17.2 We will undertake the work relating to your matter with reasonable skill and care.

17.3 We accept liability without limit for the consequences of fraud by us or any of our directors, consultants or employees which is affected in their capacity as directors, consultants or employees and for any other liability which we are not permitted by law or rules of professional conduct to limit or exclude. If any part of this agreement which seeks to exclude, limit or restrict liability (including provisions limiting the amount we will be required to pay or limiting the time you have to bring a claim) is found by a court to be void or ineffective for any reason, the remaining provisions shall continue to be effective.

17.4 We will not be liable to you for any losses you suffer as the result of any inaccuracies on any tax instrument we file with HMRC on your behalf.

17.5 We will not be liable under this agreement or laws of negligence for any deficiencies in the work we have undertaken if and to the extent that deficiencies are due to any false, misleading or incomplete information or documentation which has been provided to us (whether by you or any third party) or due to the acts or omissions of you or any third party. However, where any failure by us to identify any such false, misleading or incomplete information (or any failure by us to inform you that we have identified such information or any failure to act on your resulting instructions) constitutes negligence then we shall, subject to the other provisions of this agreement, remain liable for such failure.

17.6 Despite anything else contained in this agreement, we are not under any obligation to act for you (or to continue to act for you) if to do so would breach any laws or professional rules. Therefore, we will not be responsible or liable to you for any loss which you or any other party may suffer as a result of our refusal to proceed with your matter where we would be in breach (or we reasonably believe that we would breach) of our legal obligations or our professional rules.

17.7 Except as stated in clauses 17.3 and 17.14, the total aggregate liability of the firm to you in respect of any one claim, whether for breach of contract, negligence, breach of statutory duty, or otherwise, shall not exceed £3,000,000.00 (three million pounds), and all claims made against us arising from one matter or transaction will be regarded as "one claim'. This aggregate limit on our liability to you can only be increased in writing by one of our directors, and in respect of any increase we may charge you higher fees than our usual rates.

17.8 Where we are instructed jointly by more than one party, the limit on our liability applies, in total, to all of you collectively (including anyone claiming through you or on your behalf).

17.9 You agree that you will not bring any claims or proceedings in connection with this agreement against our directors, consultants or employees personally, unless (and to the extent that) you are otherwise permitted to do so by law or our professional rules. Our directors, consultants and employees may enforce this clause even though they are not parties to this agreement (but despite having such rights, this agreement may be varied or ended without their consent).

17.10 Proceedings in respect of any claim against us must be commenced within six years after you first had (or ought reasonably to have had) both the knowledge for bringing an action for damages and the knowledge that you had the right to bring such an action and, in any event, no later than six years after any alleged breach of contract, negligence or other cause of action. This provision expressly overrides any statutory provision which would otherwise apply; it will not increase the time within which proceedings may be commenced and may reduce it.

17.11 If we and any other party or parties are liable to you together in respect of the same claim, then we shall only be liable to pay you the portion which is found to be fair and reasonable having regard to the level of our default. Therefore, we shall not be liable to pay you the portion which is due to the fault of such party, even if you do not recover all or any money from such other party for any reason.

17.12 If we are liable to you and any other party or parties would have been found liable to you together with us in respect of the same claim if either:

(a) You had also brought proceedings or made a claim against them; or

(b) We had brought proceedings or made a claim against them for a contribution towards our liability,

17.13 then any sum due from us to you shall be reduced by the proportion for which such other party or parties would have been found liable had those proceedings been brought or those claims been made.

17.14 Nothing in this agreement excludes or limits the liability of the firm for:

(a) Death or personal injury caused by negligence;

(b) Fraud or fraudulent misrepresentation; or

(c) Any liability if and to the extent that it is not permissible in law for such liability to be limited or excluded.

18. Client Money

18.1 Any monies paid to us in advance of the conclusion of any matter will be held in a client account, separately from our own monies. You are entitled to a fair sum of interest on any monies which are held by us in accordance with the SRA Accounts Rules 2019, except, we shall not be liable to pay any sum in the event of the interest calculated being less than £30.00. Please see our client account interest policy which can be found on our website www.graphene.legal.

18.2 Unless otherwise agreed by us in writing, if we receive any sums to hold on your behalf (whether received directly from you or from a third party) then we may deposit such money into an account or accounts with any bank or financial institution (a "deposit provider" which expression shall include bank, financial institution or clearing house through which transfers are made) of our choosing.

18.3 We shall not be liable for any loss which you or any third party may suffer in connection with an insolvency event occurring in relation to any deposit provider with whom we have deposited funds or through whom transfers are made, save if and to the extent that any such loss was caused by or contributed to by any breach by us of clause 18.2.

18.4 Our client account is held with HSBC Bank PLC ("HSBC"). If an insolvency event occurs in relation to HSBC whilst your money is held in our client account, you agree that we may disclose to the Financial Services Compensation Scheme ("FSCS") all relevant details in our possession about you and the money that we hold on your behalf with HSBC. If you do not wish us to make any such disclosure, please notify us in writing. Please note that if you withhold consent to our disclosure of your details to the FSCS, you may forfeit any right you may have to receive compensation if HSBC suffers an insolvency event. Please also note that the FSCS scheme is capped at £120,000.00 per bank and that limit will apply to the total funds you – and we – have on deposit for you with HSBS. Further information regarding the FSCS can be found at www.fscs.org.uk, telephone number 020 7892 7300.

19. Confidentiality, Privacy & Data Protection

19.1 We will keep your information confidential and will not disclose it to third parties except with your consent or as permitted or required by law.

19.2 Further information about our duties and your rights under data protection law, including about your right to access the data we hold on you, can be found in our Privacy Notice, which is on our website, but, for the avoidance of doubt, is for information purposes only and does not form part of the agreement between us.

19.3 If, with your knowledge, we are working with other professional advisers or lawyers, we will assume that we may disclose any relevant aspect of your affairs to them.

19.4 Where we act for you and your lender, we have a duty to fully reveal to your lender or HM Revenue and Customs all relevant facts about your purchase, your mortgage and what makes up the purchase price. Your continuing instructions amount to your consent to us to disclose all relevant information to your lender and to HM Revenue and Customs. This includes any difference between your mortgage application and information you or we receive during the transaction including any cash back payments or discount schemes or other incentives that the seller is providing or allowing or giving to you.

19.5 You must disclose all information, which may affect your liability for stamp duty land tax or other stamp duty (duty) as we can then ensure you pay the correct duty. If you fail to disclose all information (and if in doubt, please disclose it as it can be discounted if it is not relevant) you must accept full liability for any penalties or action or other proceedings that any authority may take against you for failing to disclose information which resulted in a duty or greater liability to pay such duty.

19.6 During the course of the firm's work, it may be necessary to discuss your matter with cost specialists, experts, compliance advisers or counsel. Your acceptance of these terms of business amounts to your consent to us to disclose information which we reasonably consider necessary to progress your case.

19.7 Email is not secure and there are risks if you send sensitive information in this manner or you ask us to do so. Data we send by email is not routinely encrypted, so please tell us if you do not want us to use email as a form of communication with you or if you require data to be encrypted.

19.8 We will take reasonable steps to protect the integrity of our computer systems by screening for viruses on email sent or received. We expect you to do the same for your computer systems.

19.9 The firm may, from time-to-time, become subject to periodic checks by Law Society approved consultants and/or Assessors. This means that your file could be selected for checking, in which case we would need your consent for the checking to occur. All such checks are conducted by individuals who have provided the firm with a Confidentiality agreement. Your acceptance of these terms of business amounts to your consent to make your file available for checking. If you do not want us to make your file available for checking, you must notify us immediately and we will mark your file accordingly. If you refuse to give us consent to checks, your refusal will not affect the way your case is handled in any way.

19.10 Where you provide us with an email address for sending material to, we will assume, unless you tell us otherwise, that your arrangements are sufficiently secure and confidential to protect your interests. email will be treated as written correspondence, and we are entitled to assume that the purported sender of an email is the actual sender and that any express or implied approval or authority referred to in an email has been validly given. You consent to us monitoring and reading any email correspondence travelling between you and any mail recipient at the firm.

20. Our Use of Technology

20.1 We use artificial intelligence ("AI)") tools and other legal technology to assist in the delivery of our services. This may include the use of AI to assist with tasks such as drafting correspondence and documents, reviewing and summarising information, carrying out research, and checking precedents.

20.2 Any work produced or assisted by AI tools is always reviewed and approved by a suitably qualified member of our team before it is relied upon or communicated to you. Professional responsibility for all advice and work product remains with us at all times.

20.3 We use only tools that meet our data security and confidentiality standards, and we do not use publicly available AI systems that would cause your confidential information to be processed outside a secure and controlled environment. Further details of how your data is handled are set out in our Privacy Notice.

20.4 The use of these tools may, in appropriate cases, allow us to carry out certain tasks more efficiently, which can contribute to our ability to offer competitive fees.

20.5 We keep our use of technology under regular review and may update the specific tools we use from time to time. This clause will continue to apply to any tools that meet the standards described above

21. Stamp Duty Land Tax (SDLT) and Land Transaction Tax (LTT)

21.1 SDLT is a personal tax payable to HM Revenue and Customs following the purchase of an interest in land. Based on the information you give us; we will help you to calculate the amount of SDLT/LTT that is payable, if any; but it is your responsibility to ensure that the calculation is correct.

21.2 It is a condition of instructing us that you authorise us to pay, as a disbursement, any SDLT/LTT that is due to HMRC, to prepare an SDLT/LTT return on your behalf, to enter the effective date, and to submit the return electronically.

21.3 You must disclose all information which may affect your liability for SDLT/LTT. If you fail to disclose all information (and if in doubt please disclose it as it can be discounted if it is not relevant) you will be liable for any unpaid tax, penalties or costs of legal proceedings that HMRC may bring against you for failing to disclose information.

21.4 Notwithstanding that we are registered as 'tax advisers' with HMRC for the purposes of Part VII of the Finance Act 2026, we are not 'tax advisers' in the ordinary sense of those words. We will not give you any tax advice or assist you with your tax affairs other than to the extremely limited extent that we may assist you with the administrative task of completing an SDLT/LTT return and - acting as your agent - we may file the return with HMRC on your behalf.

21.5 Even where we do assist you with the completion and filing of a tax return, it is your responsibility, and not ours, to make sure that the information you provide us with is correct. The accuracy of the tax return will be your responsibility, and we will not be liable to you for any losses you suffer, whether directly or indirectly, as a result of any inaccuracies in any tax return we file on your behalf.

21.6 If you require tax advice on the wider implications of your transaction, we recommend that you seek advice from a specialist tax adviser or an accountant.

22. Referrals to Third Parties

22.1 If we recommend that you use the services of a particular third party, we shall do so in good faith and because we believe it to be in your best interests. If we recommend that you use a third party that can only offer products from one source, we shall notify you in writing of this limitation. We will pay to you any commission that we receive from any third party that we recommend you use.

22.2 If we recommend that you use a particular third party, we shall not be liable to you for any advice you may be given by that third party and you are advised that if that third party is not another firm of solicitors you will not be afforded the regulatory protection of the Solicitors Regulation Authority (SRA) or of the SRA's Standards and Regulations 2019 and SRA Indemnity Insurance Rules 2019, nor shall you be entitled to the benefit of the SRA Compensation Fund.

23. Hours of Business

23.1 Our offices are open between 9.00am and 5.30pm, Monday to Friday, excepting bank holidays. We do not provide an out of office or emergency service to clients. The person responsible for your matter may, at his or her absolute discretion, provide you with a mobile telephone number, and may endeavour to take your telephone calls outside of office hours, but nothing he or she says should be interpreted as an agreement to routinely deal with your matter or to take your telephone calls outside of office hours.

24. Anti- Money Laundering

24.1 Identity Checks

(a) We shall inform you in our client care letter whether the anti-money laundering legislation applies to you.

(b) All solicitors are obliged to carry out customer due diligence ("CDD") in accordance with the UK anti-money laundering and counter-terrorist financing regime. This includes us obtaining and keeping documentary evidence of the identity of clients and gaining an understanding of their financial status and normal business affairs.

(c) In the case of individuals (including directors and shareholders of a company or members of a limited liability partnership), we require to see and keep a photocopy of a passport, photo driving licence, or national identity card (or similar document) as evidence of your identity and a recent utility or council tax bill (or similar type of document) as additional evidence of your address. we need to see original documents and we will discuss with you acceptable documents and methods of certification if the original is not available.

(d) For all companies we will carry out a search of Companies House (or similar registry in foreign jurisdictions) and may ask for further information.

(e) For non-listed companies and other organisations, we will also require the evidence for individuals for one or more directors, shareholders, partners or other persons authorised to represent the organisation.

(f) For other legal entities we will inform you of the evidence required to confirm identity.

24.2 Disclosure to the Authorities etc.

(a) We are in certain circumstance obliged under the Money Laundering Regulations Terrorist Financing and Transfer of Funds (information on the Payer) Regulations 2017, the Proceeds of Crime Act 2002 ('POCA') to make a report to the National Crime Agency ('NCA') where we are suspicious that any matter or transaction in which we are instructed involves the proceeds of criminal conduct. We may be prohibited by law from informing you or anyone else when such a report has been made, and it is possible that we may not be allowed to proceed with the transaction or matter concerned until NCA gives us permission to do so. We may not be permitted to tell you anything about any of these circumstances should they occur.

(b) If any term or provision of these terms of business or our client care letter is inconsistent with complying with our legal obligations under anti-money laundering or counter-terrorism legislation, our legal obligations will override the inconsistent term which shall be deemed modified accordingly.

(c) We will not accept any liability for any loss caused to you or any other party as a result of our refusal to proceed with a matter or transaction or otherwise complying with our legal obligations.

24.3 Cash Payments

(a) The firm's policy is not to accept cash from clients.

25. Equality, Diversity & Inclusion ('EDI')

25.1 We are committed to promoting equality and diversity in all of our dealings with clients, third parties and employees. Please contact us if you would like a copy of our EDI Policy.

25.2 If you have any special requirements in relation to the way in which you would like us to handle your work, (for example, if you have a disability) please let us know.

26. Rights of Third Parties

26.1 Except as stated otherwise in clause 17.9, a person who is not a party to this agreement shall not be entitled to enforce any of its terms.

27. Applicable Law, etc.

27.1 These terms of business and our client care letter shall be governed by and interpreted in accordance with English law. Any disputes or claims concerning this agreement and any matters arising from it shall be dealt with only by the courts of England and Wales.

27.2 If we or you do not enforce our respective rights under this agreement at any time it will not prevent either us or you from doing so later.

27.3 If any provision of this agreement is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this agreement which shall remain in full force and effect.

28. Termination

28.1 You may end this agreement (and therefore, your instructions to us) at any time by writing to us by post or email. However, we may be entitled to keep all of your documents and deeds while there is money owing to us (including fees and disbursements which have not yet been billed).

28.2 We may end this agreement (and, therefore, cease acting for you) in relation to any matter or all matters of yours but only on reasonable written notice and for good reason. Examples of a good reason include where you have not given us sufficient instructions, where you have not provided appropriate evidence of identification, or we reasonably believe that the relationship between you and us has broken down.

28.3 If your matter does not conclude, or we are prevented from continuing to act because of our legal obligations or our professional rules, we will charge you for any work we have actually done. Our charges will be based on our hourly rates set out in this agreement (and where a fixed fee has been agreed, the charges will not exceed that fixed fee).

28.4 If we cease acting for you, we shall (where relevant) inform the court or tribunal that we no longer act for you and shall apply to be removed from their records. We may charge you for doing so at our hourly rates applicable at the relevant time and those charges will be applied on the same basis set out in these terms of business.

29. Cancellation

29.1 If you are an individual consumer (and not a business entity) and we have not met with you prior to entering into this agreement or, if we entered into this agreement with you away from our business premises, you have the right to cancel this agreement 14 days of conclusion of this agreement (the 'agreement Date' at the beginning of this agreement). This right exists in accordance with The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. Please refer to the 'Cancellation Notice' at clause 30 for further information about your right to cancel and the conditions attached to the same.

29.2 We will not start work on your file within the next 14 days. If you would like our service to start within the next 14 days, please sign the enclosed Client Declaration, mark the relevant box stating your wishes and return a copy to us.

29.3 Once we have started work on your file within the cancellation period, on your instruction, you will be charged for any work done if you then cancel your instructions. You will have to pay us an amount which is proportionate to the work completed until we receive notice of cancellation from you, in comparison with the full coverage of this agreement. These charges will be applied on the same basis as set out in these terms of business and where a fixed fee has been agreed, the charges will not exceed that fixed fee.

30. Cancellation Notice

30.1 This notice is applicable to you if you are an individual acting for purposes wholly or mainly outside your trade, business, craft or profession and our agreement with you between the firm (as the trader) and you (as the consumer) is a 'distance contract' or an 'off-premises' contract.

30.2 A 'distance contract' means a contract concluded between a trader and a consumer under an organised distance sales or service-provision scheme without the simultaneous physical presence of the trader and the consumer, with the exclusive use of one or more means of distance communication up to and including the time at which the contract is concluded.

30.3 An 'off premises contract' means a contract between a trader and a consumer which is any of these:

(a) A contract concluded in the simultaneous physical presence of the trader and the consumer, in a place which is not the business premises of the trader;

(b) A contract for which an offer was made by the consumer in the simultaneous physical presence of the trader and the consumer, in a place which is not the business premises of the trader;

(c) A contract concluded on the business premises of the trader or through any means of distance communication immediately after the consumer was personally and individually addressed in a place which is not the business premises of the trader in the simultaneous physical presence of the trader and the consumer;

(d) A contract concluded during an excursion organised by the trader with the aim or effect of promoting or selling goods or services to the consumer.

30.4 If you are unsure whether cancellation rights apply to you, please contact us immediately upon receipt of these terms of business.

Hourly Rates

Fee Earner	Hourly Rate per hour
Kerry Flahive	£400
Dipak Savjani	£400
Jamie Hatton	£350
Nicholas Lowe	£350
Joshua Murphy	£350
Ashley Lowndes	£275
Owen Proctor	£250
Danielle O'Connor	£200
Charlotte Higgins	£200
Maisie Gordon	£200
Amy Brown	£200
Euan Tyler	£200
Bella Jackson	£200
Bethanee Tomlinson	£175
Genevieve Isherwood	£175
Emma Jeffrey	£175
Adam Ayub	£175
Hamzah Chaudhary	£175
Morgan Dalton	£175

Saynthan Sivagnanam	£175
Lauren Whitehead	£175
Samuel Higgs	£175
Debbi Douglas	£175
Trainee solicitors, paralegals and other fee earners fee earners of equivalent experience	£175

Instructions for Cancellation / Right to cancel (where clause 30 applies)

You have the right to cancel this agreement within 14 days without giving any reason. The cancellation period will expire after 14 days from the day of the conclusion of the agreement. To exercise the right to cancel, you must inform us in writing or by email. You may use the cancellation for below, but it is not obligatory. To meet the cancellation deadline, it is sufficient for you to send your letter or email before the cancellation period has expired. If you cancel this agreement, we will reimburse all payments received from you without undue delay, and in any event not later than 14 days after the day on which we are informed about your decision. We will make the reimbursement using the same means of payment as you used to pay us, unless you have expressly agreed otherwise, and in any event you will not incur any fees for the reimbursement. If you requested us to begin work during the cancellation period, you will pay us an amount which is in proportion to the work we had done before you communicated your cancellation to us.

Cancellation Form

COMPLETE, DETACH AND RETURN THIS FORM ONLY IF YOU WISH TO CANCEL THIS AGREEMENT

To **Graphene Legal Ltd**

I hereby give notice that I cancel my agreement for the supply of the legal services:

Matter number: ……..

Date of agreement: ……..

Name(s): ……..

……..

Address: ……..

Signature(s): ……..

……..

Date: ……..