

SULTAN LLOYD SOLICITORS

TERMS OF BUSINESS

1. Introduction

- 1.1. These Terms of Business (the “Terms of Business”) apply to all work that we do on your behalf and our professional rules of conduct (as mandated by the Solicitors Regulation Authority – hereinafter the “SRA”) require us to set out the basis on which we will do business with you. In order to do this, we must provide you with:
 - 1.1.1. a Letter of Engagement (also known as a Client Care Letter) setting out the services (hereinafter the “Services”) we have agreed to provide for you; and,
 - 1.1.2. our Terms of Business provides a detailed description of the terms upon which we provide the Services.
- 1.2. Both documents should be read carefully and in conjunction with one another. Collectively, they form the agreement between us and in the case of conflict, our Letter of Engagement will override the Terms of Business.
- 1.3. Unless otherwise agreed in writing, these Terms of Business apply to any instructions you give us and all future instructions. We may change our Terms of Business from time to time and in the event that versions of the Terms of Business are in conflict, the more recent version to which you have agreed will override all others.
- 1.4. In any dispute as to which versions of these Terms of Business apply, you accept that we will be the final arbiters in this matter.
- 1.5. References in the Terms of Business to a Letter of Engagement or Client Care Letter shall include any letter, document or email sent to you which sets out, amongst other things, the scope of the work we will be carrying out for you, any assumptions we have made about the scope, any exclusions from the scope, the anticipated timescale, who at Sultan Lloyd Solicitors will be carrying out the work for you and an estimate or proposal in respect of fees we will charge for the work undertaken on your behalf.
- 1.6. We require you to indicate your agreement to the Terms of Business contained herein by way of digital signature. If you are unable to do this, we may make alternative arrangements with you to receive these terms and indicate your acceptance of them by way of durable medium.
- 1.7. In the event that you do not sign these Terms of Business or do not otherwise indicate your acceptance of them, your continuing instructions and/or use of the Services will, in any event, indicate your agreement to be bound by the Terms of Business and Letter of Engagement.

2. Sultan Lloyd Solicitors

- 2.1. Any references to ‘the firm’, ‘we’, ‘our’ or ‘us’ in the letter of engagement or these Terms of Business is a reference to Sultan Lloyd Solicitors Ltd, and where appropriate refers to our successor and predecessor firms, and all of our employees, consultants and members.
- 2.2. Sultan Lloyd Solicitors Ltd. (trading as Sultan Lloyd Solicitors) is a limited company registered in England and Wales under number 07756481. Our registered office is located at 526 Coventry Road, Small Heath, Birmingham, B10 0UN
- 2.3. We are a firm of solicitors who specialise in UK Immigration & Family Law. We accept instructions to act in matters solely concerning immigration, asylum, human rights and family law. We advise that you should seek alternative legal advice from another legal advisor concerning any matter that falls outwith these areas of law.
- 2.4. We are regulated by the SRA in England and Wales. Our SRA number is 564259. We are required to act in accordance with the SRA Standards and Regulations which can be found at www.sra.org.uk/rules
- 2.5. All opinions, advice and services provided to you are provided by Sultan Lloyd Solicitors and all liability is the sole responsibility of the firm. Whilst the members, employees and agents of the firm may communicate with you on a personal basis, they do so strictly on behalf of the firm and not in a personal capacity.

Nighat Sultana – Director

3. Scope of the services
 - 3.1. The scope of the services we have agreed to provide for you in any matter will be agreed between us and confirmed in our Client Care Letter or other document as per Clause 1.5, you agree that you do not require us to provide you advice or further services in relation to any aspect outside of the scope of the services so agreed.
 - 3.2. Please note that the Services are limited to matters in which we are specifically instructed by you and which are detailed in your Client Care Letter. Any other matters, whether related or otherwise, and which have not been included in your Client Care Letter do not fall within the scope of the Service and we would recommend that you seek alternative legal advice for any such matters.
 - 3.3. No third party has the right under the Contracts (rights of Third Parties) Act 1999 to enforce any term of the Engagement Letter or these terms of business.

4. Levels of service
 - 4.1. We would ask that you respect our staff and always treat them with courtesy, just as we will treat you with courtesy and respect.
 - 4.2. We are committed to providing you with an effective and personal service that enables us to meet your objectives. Whenever we receive a communication from you, we will aim to respond as soon as possible. If the person dealing with your matter is not available, they will provide alternative contact details for the team secretary or the person who has responsibility for the conduct of your matter during any absence.
 - 4.3. Our usual office hours are between 9.00am and 5.30pm, Monday to Friday (excluding bank holidays). Some staff may choose to be available at the office outside these hours. If this is the case, they will let you know the details of their availability as a matter of goodwill and you should not rely upon this being the case.
 - 4.4. We will regularly update you by telephone, in writing or by e-mail with progress on your matter in particular, following key events or stages in your matter. We will always endeavour to communicate with you in plain language.
 - 4.5. We will update you on the cost of your matter regularly and/or at agreed events, unless an agreed fee has been quoted. Whenever there is a material change in circumstances, we will update you on whether the likely outcomes still justify the likely costs and risks associated with your matter.
 - 4.6. We will update you on the likely timescales for each stage of this matter and any important changes in those estimates.

5. What we will do and who will be responsible
 - 5.1. We will handle your affairs on a confidential basis, with due skill, care and diligence and in a timely manner.
 - 5.2. Our Director, employees and agents will only undertake work within their competence. We will work with you with the aim of obtaining a favourable outcome in any matters that we handle for you but success cannot be guaranteed.
 - 5.3. Sultan Lloyd Solicitors aims to offer all our clients an efficient and effective Service but should there be any aspect of our service with which you are unhappy then you may raise the matter with the Director directly.
 - 5.4. The name of the person who will carry out most of the work in this matter and, if different, the solicitor with overall responsibility for your matter will be confirmed in our Client Care Letter. They may from time to time, be assisted by other members of our team.
 - 5.5. We try hard to avoid changing the people who are handling your work but if this cannot be avoided, we will notify you promptly of the name and status of the person who will be dealing with your case.

6. What you must do and your obligations
 - 6.1. To assist us in carrying out the work as efficiently as possible, you will need to ensure that all information provided is to the best of your knowledge complete, accurate and up to date. You should also notify us of any changes or variations to that information which may arise after the date it is passed to us and of any new circumstances that might be relevant to the work we are undertaking.
 - 6.2. You are responsible for providing us with all the necessary documents that we may from time-to-time request and within the timescale or with the urgency that we advise. We bear no liability whatsoever in the event that you fail to do so.

- 6.3. As our client, you are responsible for payment of all costs in respect of work carried out on your instructions, including our fees and any disbursements incurred by us. Your responsibility extends to ensuring that we are paid on time in cleared funds. If there is any error, theft or fraud that results in the means of payment not coming into our possession, you remain liable even if, as a result, you suffer loss.
 - 6.4. Your responsibility for payment of all costs applies even if you, in turn, have a client or third party who does not provide you with funds to pay these costs. If we agree to invoice a third party in respect of work done on your instructions, you will remain liable for all costs in the event of default by the third party.
 - 6.5. You are responsible for any instructions that are sent to us by an employee, partner or officer of yours, or by any consultant, agent or other person from whom we have been authorised to accept instructions on your behalf, unless we have received prior written notice not to accept such instructions. If costs are incurred as a result of us acting in good faith on unauthorised instructions, you will remain liable for such costs. We shall not be liable for any loss you may suffer as a result.
 - 6.6. If you wish to abandon a case or to transfer instructions from us to yourself or to another representative, you must inform us in writing as soon as possible. This is particularly important if we have been requested to keep a case open and we carry out continued or repeat work such as the payment of renewal fees in the absence of instructions from you. You will remain liable for all costs and disbursements until we have received instructions in writing that you wish to abandon or transfer the matter and we have had a reasonable period to implement them.
 - 6.7. If you wish your matter to be placed on hold, you must inform your case handler as soon as possible and seek our written agreement in advance, and this is offered entirely at our discretion. In any event, a matter may only be placed on hold for a period no greater than 12 months.
 - 6.8. Excluding matters on hold, should, during the conduct of your matter, you cease to communicate with us for a period in excess of 3 continuous months and where we have made reasonable attempts to communicate with you, we will contact you via a durable medium to issue you notice that we intend to close your matter and end your retainer after a further month. In the event that we do close your matter and end your retainer, no refund will be made in respect of our fees where we are working to an agreed fee.
 - 6.9. We accept no liability whatsoever for any failure by you to adhere to the clauses contained in this Section 6 and in any such event, we may, where any agreed fee has been paid and/or quoted, seek its revision on the basis of any changes to the ambit or volume of work.
 - 6.10. You are responsible for notifying us promptly of any change of name, address, telephone number, fax number, e-mail address or similar information, or if there is a change in the person from whom we should seek instructions. If communications from us do not reach you, rights may be lost and we cannot accept responsibility for any such loss. Please also advise us promptly of any change of ownership of rights. It may be important to record a change of ownership by a due date to ensure that rights can be enforced properly.
 - 6.11. In the conduct of your matter and whilst we remain instructed by you, we will advise you of any due dates for action to be taken. We will endeavour to remind you of these dates but you should keep a record of them yourself. If we have asked you for instructions, information, documents or other material required for action to be taken by a due date, we rely upon you to provide this in a timely manner. If you do not provide the full and correct material in reasonable time for us to comply with a due date, then you will be liable for any additional costs incurred by us for urgent handling of the matter or for obtaining an extension of time if that is possible. We accept no responsibility for the consequences if material is not received or is received so late or is incorrect or insufficient so that we are unable to take the appropriate action before a due date, which may lead to a loss of rights or to surcharges or other fees being levied for late compliance.
7. Knowing our client
 - 7.1. The client is defined as the person or entity who will be the direct material beneficiary of any instruction made to us.
 - 7.2. For the avoidance of doubt, the following is a non-definitive list of examples that define the client:
 - 7.2.1. In a Home Office application to remain or enter, the client is the person for whom leave or entry is being sought;
 - 7.2.2. In an appeal against a Home Office decision, the client is the person whom, as per 10.17.i, would have been considered the client;
 - 7.2.3. In the drafting and lodging of representations, the client is the person to whom the representations refer and are on behalf of;
 - 7.2.4. In the drafting and lodging of bail applications, the client is the person for whom bail is being sought;

- 7.2.5. In Tier 2 applications, the business or entity that is the subject of a Tier 2 Sponsorship Licence Application or Certificate of Sponsorship Application is considered the client;
- 7.2.6. In Tier 2 applications, the person who is the subject of a Tier 2 General Work Visa Application is considered the client; or,
- 7.2.7. The person who is the direct material beneficiary of any instruction made to us.
- 7.3. Where there is any dispute in identifying the client, this firm will be the ultimate and final arbiter in identifying the same.
- 7.4. Money Laundering and Terrorist Financing:
 - 7.4.1. Sultan Lloyd Solicitors are subject to statutory obligations (in particular with regard to our obligations under the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 and other relevant legislation including the Proceeds of Crime Act 2002 and the Terrorism Act 2000), we are under a strict duty to report any circumstances where we know or suspect that a client or matter is involved in money laundering and certain other crimes, terrorist activity or terrorist financing, to the National Crime Agency. Under these circumstances, we may be precluded from informing you of the disclosure or seeking your consent. If we make a disclosure, we may also have to stop working on your matter for a period of time and may not be able to tell you why.
 - 7.4.2. In view of the above, the law requires solicitors to obtain satisfactory evidence of the identity of their clients and sometimes people related to them. We may also be required to carry out background checks on our clients and to make detailed enquiries as to the source of funds being used in relation to transactions on which we are instructed to advise.
 - 7.4.3. Depending on the type of transaction and/or whether it falls into a regulated sector, we may ask you to provide us with proof of your identity and/or to make searches of appropriate databases.
 - 7.4.4. We are required to retain records of the identification obtained. We may delay, decline or cease to act for you if we have requested to see proof of your identity, but there has been an unreasonable delay in providing it.
 - 7.4.5. If as a result of meeting our statutory obligations, or executing our internal procedures put in place to meet those obligations in good faith, we cause you loss, damage or delay, our liability to you will not exceed the minimum level of Professional Indemnity insurance cover as specified by the SRA Indemnity Insurance Rules.
- 7.5. Immigration status and identity:
 - 7.5.1. Upon our acceptance of your instruction we require that you provide us with evidence of your identity, immigration status and address. In the event that you fail to provide this evidence to us or it is not to our satisfaction, we reserve the right to delay or to cease work on your matter until satisfactory evidence of your identity, immigration status and address is received.
 - 7.5.2. For the purposes of verifying your identity, immigration status and address, copies of your evidence are sufficient and you are not required to provide original documents, however, you may be required to submit original documents to us at the request of your case worker as work on your matter progresses.
 - 7.5.2.1. You must provide at least one document from each of the following three categories:
 - 7.5.2.2. Evidence of your identity – at least one of:
 - 7.5.2.2.1. Passport – we require to see the passport photo page and any other pages that show stamps, endorsements, or visas.
 - 7.5.2.2.2. Biometric Residence Permit (BRP Card).
 - 7.5.2.2.3. ARC Card.
 - 7.5.2.2.4. Current full photocard drivers licence.
 - 7.5.2.3. Evidence of your immigration status – at least one of:
 - 7.5.3.1. Visa or visa vignette.
 - 7.5.3.2. Biometric Residence Card (BRP Card).
 - 7.5.3.3. ARC Card.
 - 7.5.2.4. Evidence of your address – at least one of:
 - 7.5.4.1. A utility or council tax bill in your name and dated within the last three months.
 - 7.5.4.2. A building society or bank statement from a British institution in your name and dated within the last three months.
 - 7.5.4.3. Current full photocard drivers licence with counterpart.
 - 7.5.4.4. State pension or benefits agency letter.
 - 7.5.3. You may submit this evidence to us digitally via email or by paper copy delivered to our registered address. In order that your matter may progress expeditiously and without delay, submission via email

is preferred and digital images (ie. photographs, smartphone photographs or scans) should be sent to your caseworker or solicitor well in advance of your initial consultation.

- 7.6. You accept that at any time and without notice, we may request further documentary evidence to establish, maintain or fulfil our regulatory and legislative obligations.
 - 7.7. In addition to Clause 7.6, you accept that at any time and without notice in order to establish, maintain or fulfil our regulatory and legislative obligations we may halt your matter and cease any further work without notice.
 - 7.8. Joint instructions:
 - 7.8.1. Where we provide services to two or more persons jointly each agrees (unless and until specific written notification is given to us to the contrary) we may rely and act upon the instructions of one only of these persons. If joint instructions are provided to us all persons instructing us will be jointly and severally liable for our fees and any recovery action that we may need to take to recover them.
 - 7.8.2. Any action so taken shall bind all persons instructing us.
 - 7.9. Where a third party instructs us and/or makes payment of our fees who is not the client as defined above, we deem them to be acting on behalf of the client as their agent. You accept that any such payment or instruction is a private arrangement between the client and third party and, notwithstanding our obligations to Anti-Money Laundering and Terrorist Financing law, does not alter our relationship with the client, definition of the client, nor imbue any additional rights on any such third party.
8. Warranties, personal liability, personal guarantees, change of status
- 8.1. Where you, the client, are a limited company, other corporate body or corporation that is recognised as having a separate and distinct legal personality, the individuals instructing us on behalf of that body, by signing the Confirmation of Instructions sheet, are warranting that the organisation has sufficient funds to meet its commitments to us.
 - 8.2. Where you, the client, are an unincorporated association or other body without legal personality, the members will be personally liable for our fees. Notwithstanding this, where instructions are received from an individual we will be entitled to assume without further enquiry that the individual responsible for those instructions has the authority of the members to give instructions to us and agrees, in default of payment by the members or the organisation, to make any payments that are due to us personally.
 - 8.3. Where we consider it appropriate we may, as a condition of our acting, request a personal guarantee from one or more directors or other individuals instructing us on behalf of a company or association or from controlling shareholders or beneficial owners.
 - 8.4. You must inform us immediately if you are made subject to a bankruptcy or insolvency proceedings or declared bankrupt or your company is wound up (or a petition for winding up is lodged against your company) or you are looking to enter into an Individual Voluntary Arrangement or a Company Voluntary Arrangement with creditors. You must also immediately inform us of any change in your VAT status and, if a limited company, partnership or other corporate body, there is a change of ownership or voting rights (including but not limited to any increase or decrease in shareholding, ownership or voting rights that would see any individual or corporate person increase or decrease voting power to, beyond or below 50%, 75% or 100% thresholds, or any other relevant threshold pursuant to private or public arrangement that could affect decision making).
9. Agreed fees and disbursements
- 9.1. In certain cases, we may work to an agreed fee for a specific matter. If your instruction to use is based on an agreed fee, then you will have been told this prior to making your instruction to us.
 - 9.2. We will always seek your consent prior to commencing work which may require our agreed fee to be revised and, in such circumstances, we may request a payment on account from you.
 - 9.3. Once you have paid the agreed fee for the Services, we are considered to have been formally instructed to begin acting immediately on your matter.
 - 9.4. All fees quoted are exclusive of VAT, which will be added where appropriate. Currently, the VAT rate is 20%.
 - 9.5. Please note, if disbursements increase for any reason between the date of advice and the date of submission, you will be responsible for the increase.

- 9.6. Notwithstanding any estimates which we provide, in matters where an hourly rate has been offered, our final bill will be a product of the amount of time our legal representatives spend on the transaction and our fee rates as set out below.
 - 9.7. You remain liable for all fees regardless of the outcome of any application or other such decision that is not to your satisfaction.
 - 9.8. Sultan Lloyd Solicitors does not accept or offer conditional fee type instructions, agreements or Services. This clause is absolute and all instructions established herein are not subject to a conditional fee agreement.
 - 9.9. If a third party undertakes, guarantees or indemnifies us to pay fees and expenses on your behalf and the third party fails to make payment in full for any reason, without prejudice to any claim we have against that third party, you will be responsible for paying any and all sums outstanding.
10. Agreed fee instalments
- 10.1. In certain agreed fee matters, and only where we have confirmed so in writing, we may agree to split the payment of our full agreed legal fee into two or more instalments and the basis of this arrangement is as follows:
 - 10.1.1. Payment by instalment is valid only when confirmed by us to you in writing and the offer of such facility is entirely at our discretion;
 - 10.1.2. We reserve the right to revoke such facility at any time and without reason, with the effect of making any and all unpaid agreed legal fees payable immediately;
 - 10.1.3. Notwithstanding Clause 10.1.6, immediately upon instruction, you will be liable for the full agreed fee until it is paid in full in cleared funds regardless of the stage to which your matter progresses or any outcomes achieved;
 - 10.1.4. We will only commence work on your matter once we have received the initial instalment payment towards your agreed legal fee in cleared funds;
 - 10.1.5. We will only complete work on your matter (including but not limited to preparing an application, preparing representations, or instructing counsel and lodging court bundles) once we are in receipt of the full agreed legal fee in cleared funds;
 - 10.1.6. The schedule of instalment payments towards our full agreed legal fee will be provided to you in writing and each instalment becomes payable on the date specified;
 - 10.1.7. We reserve the right to cease work on your matter without notice should you fail to make payment to us as agreed and until your payments are brought up to date. This firm is not liable for any delay in the progress of your matter incurred as a result of late or non-payment of our fees and it is your responsibility alone to ensure that payments are made in a timely manner in cleared funds. We do not accept any liability whatsoever for any implications or loss that such delay may have upon your instruction to us
 - 10.1.8. Where you seek to cancel an instruction to us under the rights afforded to you by the Consumer Contracts Regulations(2013), for the purposes of calculating the value of work done the full agreed fee will be used which may result in us having completed a value of work greater than that of the total value of payments you have made to us. In such situations, you will remain liable for this shortfall.
 - 10.1.9. In the event of payment not being made in full as per the agreed schedule of instalment payments, or of a cancellation shortfall as per Clause 10.1.8, we reserve the right to exercise a lien in respect of these unpaid costs and we may seek to issue proceedings to recover the same.
 - 10.1.10. Where payment by instalment has been offered, this is only for our full agreed legal fee and does not include other costs for which you are liable such as disbursements or those to the Home Office.
11. Basis of the agreed fee
- 11.1. The fixed agreed fee is for a specific ambit of work and may include a payment for disbursements only if evidenced in writing to you at the time of instruction.
 - 11.2. The ambit of work is not, and will not become, materially different from that of your initial instruction to us to which the agreed fee applied.
 - 11.3. The matter will proceed without undue difficulty.
 - 11.4. The matter will be attended to by you or those party to it in a timely manner and the fixed agreed fee does not include any additional work that results from delays caused by you or third parties to your matter.
 - 11.5. The ambit of work does not include significant new issues nor will the matter extend to any significant new areas of work unless otherwise specified by us in writing at the time of instruction.
 - 11.6. The ambit of work relates only to English Law.

- 11.7. Where there is a material change in the circumstances and/or instruction, we may seek to increase our agreed fee if the agreed fee quoted is no longer reasonably sufficient to cover any additional work;
- 11.8. Where facts relevant to a matter have not been provided to us or where they have changed and we have not been informed, we may seek to increase our fee if the agreed fee quoted is no longer sufficient to cover any additional work;
- 11.9. Unless specified in writing by us at the time of instruction, the ambit of work does not include:
- 11.9.1. Any non-standard steps such as (but not limited to) unexpected problems, instructions or complexities;
 - 11.9.2. Further representations;
 - 11.9.3. Further applications such as (but not limited to) extensions;
 - 11.9.4. Appeals or legal challenges for any reason.
- 11.10. Unless specified in writing by us at the time of instruction, the fixed agreed fee does not include disbursements such as (but not limited to) Home Office Application fees, Premium or Expedited Service fees, Immigration Health Surcharge fees, Court fees, Counsel's fees, the Fees of Expert Witnesses, International Courier fees, Translators' Fees, Interpreters' Fees or any other fees or costs for which you may become liable.
- 11.11. The fixed agreed fee is comprised wholly of our legal fee unless otherwise specified in writing at the time of instruction, and payment will be taken directly to this firm's office account. As such, the fixed agreed fee is subject to the Solicitors Regulation Authorities Standards and Regulations Accounts Rules 2.2 and 2.4, and immediately becomes property of this firm upon payment.
- 11.12. If, at the time of instruction, we specify in writing that the fixed agreed fee includes any disbursements, the fixed agreed fee in its entirety will be paid into this firm's office account and will immediately become property of this firm, and we will pay the specified disbursements (if any and having been advised in writing of the same) on your behalf. Liability for disbursement payments on your behalf will only be accepted by this firm once payment of the relevant disbursement to its office account has been made in full and cleared funds. Where this is not the case, the liability for the payment of disbursements remains entirely with the client.
- 11.13. Where a valid refund request has been made as per the Consumer Contracts Regulations (2013) that includes the return of any disbursements paid at the time of instruction and that remain unpaid and on account, as per the terms above, we will endeavour to cancel those services for which the disbursement was paid. It may not always be possible to make such cancellation without penalty and where this firm becomes liable for any third-party cost or penalty as a result of cancellation, you accept liability for this and this will be deducted from any refund to which you may be eligible. Where a payment schedule has been agreed and as a result of cancellation third party penalties have been levied, this may mean that your liability to this firm (including payments for which you are liable in future) exceeds any refund to which you are entitled and this firm will enforce any such liability in respect of same.
- 11.14. Where a fixed agreed fee has been agreed, this firm will not offer an hourly break down or a schedule of costs or of work and no records of the same are recorded or can be inferred from our interaction with you or in the work that is perceived by you to have been done.
- 11.15. Following the conclusion of your matter, we are entitled to retain your file of papers and documents while there is money owing to us for fees.
- 11.16. The agreed fee is payable and non-refundable regardless of the stage to which a matter progresses or any outcome achieved. Once our terms are agreed and payment is taken, we are considered to have been formally instructed to act immediately.

12. Hourly rate and estimates

- 12.1. Unless we agree an agreed fee for a specific ambit of work, our fees (plus VAT) are calculated by hourly rates. Time is charged in minimum six-minute units.
- 12.2. We may also charge (as a profit cost as opposed to a disbursement) for copying, printing and media production, conference call facilities, money laundering checks and handling bank transfer fees.
- 12.3. We will charge for all expenses e.g. court fees and counsel's fees we incur.
- 12.4. You will be charged for all time spent on the file (including telephone calls, emails and travelling).
- 12.5. If you are not on an agreed fee for specific ambit of work, the hourly rate you are charged will depend on who is involved and their level of authority and expertise. Our rates are available upon request.

- 12.6. Our hourly rates are reviewed annually and you will be notified of any revised rate in advance of it being applicable to your instructions. If you have a query about the rates involved, please contact the person with overall responsibility for your matter.
 - 12.7. Without limitation, our fees may be based on:
 - 12.7.1. how much time we spend dealing with a case;
 - 12.7.2. the amount or value of any money or property involved;
 - 12.7.3. the particular complexity of the matter or the difficulty or novelty of the questions raised;
 - 12.7.4. the skill, effort, specialised knowledge and responsibility involved;
 - 12.7.5. the urgency of the work undertaken.
 - 12.8. If the firm's administrative staff are required to work out of normal office hours in relation to this matter we reserve the right to charge their overtime rates.
 - 12.9. We may increase the rates for working outside normal business hours, for complex issues, the speed at which actions need to be taken or the importance and value of the work, in which case we will notify you in advance.
 - 12.10. Occasionally it may be the case that the level of fees is exceeded inadvertently, particularly if your matter requires urgent steps to be taken. If we cannot agree a further fee limit we will stop acting for you. Any fee estimates are estimates only and do not fix or limit our charges.
 - 12.11. We usually require you to provide us with money on account of costs prior to any work being undertaken or disbursements incurred on your behalf. Any money we hold on your behalf will be placed in our client bank account and may be used to discharge any future invoices we raise or to pay disbursements which have been incurred on your behalf.
 - 12.12. There may be circumstances where it is difficult to predict exactly how much professional time will be required to complete a matter. We will provide you with an estimate of the likely costs and we will advise you as we progress if the original estimate is likely to be materially exceeded. We will base our estimate on our appraisal of the facts and our experience of similar cases but we cannot guarantee that the work will be completed within any given estimate.
 - 12.13. Any estimate is not an agreed fee, is given only as a guide, and should not be regarded as a firm quote.
 - 12.14. Any expenses incurred by us on your behalf will be charged in addition to our fees. If we have provided an estimate or an agreed fee quote, this will exclude any expected disbursements, but these may vary for reasons beyond our control.
 - 12.15. We can agree (if you request) a limit on the charges and expenses to be incurred at the start of your matter, but in those cases we cannot guarantee the work will have reached any particular stage when we reach this limit. As soon as we become aware that the likely level of fees may exceed the limit you have set, we will inform you, and will try to avoid exceeding the limit without your consent.
13. Invoicing arrangements and payment
 - 13.1. In agreed fee instructions, we will invoice you in advance of your instruction prior to payment of the agreed fee. No other invoice will be issued should the agreed fee paid remain reasonably sufficient as per Sections 7 and 8 contained herein.
 - 13.2. For non-agreed fee matters:
 - 13.2.1. Generally, we invoice our clients on a monthly basis.
 - 13.2.2. Payment of our invoices is due within 30 calendar days of the date of issue and is not conditional upon any event or any outcome. Should your matter not proceed, we reserve the right to render an invoice for the time incurred on the matter, plus VAT and any disbursements. You remain responsible for our fees even if you have an agreement or court order that someone else is to pay your costs.
 - 13.2.3. You can pay our invoices by cheque, credit card (not American Express), debit card or bank transfer. Please contact us for our client account bank details. Please ensure that all payments are marked with the invoice number and our reference, which can be found at the top right hand corner of all letters.
 - 13.2.4. Please ensure that all payments made to us are accompanied by an identification of the payor. You must ensure that we are notified if funds are being transferred to our bank accounts, and that the name of the applicant (or appellant) is clearly identified.

- 13.2.5. Should you fail to pay any of our invoices, we are entitled to retain your papers and refuse to conduct any further work until such point as our invoices are paid in full. This applies equally whether the matter has come to a conclusion or is only part way through a transaction.
- 13.3. We reserve the right to refuse payment of cash sums exceeding £1,000.00
- 13.4. We may accept payment by credit card or debit card. If we accept payment by credit card, we reserve the right to add a surcharge to the sum payable to cover our costs in providing the credit card facility. You will be notified in advance of this surcharge, and typically it would be 1.7% of the total invoice value or amount paid inclusive of VAT.
- 13.5. We reserve the right to charge interest on any amount that is overdue for payment as well as any costs or expenses incurred in recovering such amount. The rate of interest shall be 2% per annum above The Royal Bank of England's base lending rate from time to time in force. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether or not we start proceedings for recovery of the amount due and before or after judgment in the event of such proceedings. If the base rate is below 0% then the base rate shall be deemed to be 0%.
- 13.6. We are entitled to charge interest on unpaid bills at the rate payable on judgment debts from one month after delivery of the bill in accordance with Article 5 of the Solicitors' (Non-Contentious Business) Remuneration Order 2009.
- 13.7. A complaint or refund request does not avoid liability to pay our invoices and we are entitled to charge interest on the outstanding amount of the invoice in accordance with Article 5 of the Solicitors' (Non-Contentious Business) Remuneration Order 2009.
- 13.8. If you are not satisfied with the amount of our fees please contact us. Objections about the amount of our fee will be handled by way of our formal complaints procedure.
- 13.9. If you remain unhappy about the level of our fees you may be able to make a complaint to the Legal Ombudsman (as more particularly set out above) or may be entitled to have the bill assessed by the Court in accordance with Part III of the Solicitors Act 1974. Your rights are set out more fully in Sections 70, 71 and 72 of the Solicitors Act 1974.
14. Proceedings to recover our costs
- 14.1. In the event we are required to issue proceedings against you for the recovery of any unpaid invoice(s), or any part of it:
- 14.1.1. you agree to accept service of such proceedings and any other documents by e-mail. Unless stated or agreed otherwise in writing prior to service, you further agree that the e-mail address for the service of proceedings and any other documents shall be the e-mail address you provide to us or use to communicate with us. If there are any limitations to your agreement to accept service by e-mail, such as the format in which documents are sent and/or the maximum size of attachments you can receive, then you must inform the person conducting your matter otherwise it will be assumed there are no limitations and the provision of this clause shall have full effect; and
- 14.1.2. you will be responsible for: our reasonable costs, expenses, disbursements, charges and VAT that we incur as a result of our fee earners allocating time to the recovery of the funds, or as a result of the instructions to third party agents for the same.
- 14.2. Where we have been instructed jointly by one or more person or entities, all those party to the instruction will be jointly and severally liable for costs we seek to recover.
15. Funds held on your behalf / client account
- 15.1. We do not normally hold money provided by or on behalf of a client other than by way of payment of fees or disbursements or money paid in advance on account for fees or disbursements to be incurred and any such payment will be held in a separate client account.
- 15.2. If we hold money on your behalf, in accordance with the SRA Accounts Rules 2018 (v21), it is our policy that we will pay you a sum of money in lieu of interest on a fair and reasonable basis.
- 15.3. Client monies will normally be held by us in a general client account with our primary banker.
- 15.4. A sum in lieu of interest will be payable on amounts held in our general client account on the following basis:
- 15.4.1. Interest will be paid at the conclusion of your matter;

- 15.4.2. The period for which interest will be paid normally runs from the date the funds are received by us cleared in our account until, where paid electronically, the date when the funds are sent or, where paid by cheque, the date(s) on the cheque(s) issued to you;
 - 15.4.3. The rate of interest paid to clients will be in line with The Royal Bank of Scotland's published interest rates on Client Deposit Accounts over the period when interest is due;
 - 15.4.4. All interest that is paid to you will be paid as a gross amount;
 - 15.4.5. We will not account to you for any interest in the following situations:
 - 15.4.5.1. On money held for the payment of a professional disbursement if the person to whom the money is owed has requested a delay in settlement;
 - 15.4.5.2. On money held for the Legal Aid Agency;
 - 15.4.5.3. On money on an advance to us to fund a payment on your behalf in excess of funds already held for you;
 - 15.4.5.4. Where the total amount of interest calculated over the course of the matter is £20 or less;
 - 15.4.5.5. Otherwise, where there is an agreement to contract out of the provisions of this policy.
 - 15.5. If it is apparent that money held on your behalf will need to be retained for some time then such money may need to be placed in a designated deposit account in which case all of the interest accruing while the funds are so invested will be paid to you when the account is closed or on intermittent basis as agreed with you.
 - 15.6. It is extremely unlikely that we could be held liable to you if any money held in our client account is lost due to any failure in the banking system including bank collapse. However, you may be entitled to make a claim against the Financial Services Compensation Scheme (FSCS) in the event of failure of the bank. The amount of compensation which the FSCS can pay out is limited to £75,000 (subject to some restrictions). We may be able to make a claim to FSCS on your behalf. If we do so, we will, subject to our obtaining your consent, give certain client information to FSCS to help them identify you and any amounts to which you are entitled.
16. Professional indemnity insurance, limits and exclusions of liability
- 16.1. We carry full worldwide professional indemnity insurance with Miller Insurance Services LLP, 70 Mark Lane, London, EC3R 7NQ.
 - 16.2. A full hard copy of our insurance policy is available for inspection at our registered office.
 - 16.3. By continuing to instruct us, you agree to limit any single claim which you may have against Sultan Lloyd Solicitors Ltd (including our directors, employees or agents) to a maximum of £3,000,000 (three million pounds sterling) This means that in the unlikely event that you should suffer any loss or damage as a result of any negligent conduct or breach of contract by us, your claim is limited to £3,000,000 (including interest and costs).
 - 16.4. By continuing to instruct us you agree not to bring any claims personally against any employee, consultant, agents or director of Sultan Lloyd Solicitors Ltd. either past, present or future. The Contract (Rights of Third Parties) Act 1999 entitles all employees, consultants, agents and directors to the benefit of this provision.
 - 16.5. We assume no liability to any third party that may use, rely upon or be given access to the advice provided to you by us or any documents created by us on your behalf.
 - 16.6. Equally, we accept no liability for the acts or omissions of third parties who we may instruct on your behalf or otherwise or to whom we may refer you.
 - 16.7. If we are prevented by circumstances beyond our reasonable control from providing our services, we will immediately notify you of the nature and extent of such circumstances. If, as a result of those circumstances, we are unable to meet any deadline or complete the services by any estimated completion date, or at all:
 - 16.7.1. such failure on our part will not constitute a breach of the agreement between us;
 - 16.7.2. we will not be otherwise liable to you for any such failure to the extent that it is attributable to any such circumstances notified to you; and
 - 16.7.3. any estimated date for completion of the services may be extended accordingly.
 - 16.8. We shall not be responsible for any failure to provide services on any matter that falls outside the scope of our engagement and shall have no responsibility to notify you of, or the consequence of, any event or change in the law (or its interpretation) that occurs after the date on which the relevant service has been provided

- 16.9. We shall not be liable for any;
- 16.9.1. indirect loss;
 - 16.9.2. damage;
 - 16.9.3. loss of profit;
 - 16.9.4. loss of income;
 - 16.9.5. loss of anticipated savings;
 - 16.9.6. loss of production or accruals arising under any circumstances whatsoever, whether in contract, tort, negligence, for breach of statutory duty or otherwise and howsoever caused.
- 16.10. We provide advice solely on matters that are governed by the laws of England. We are not experts in the laws of any other jurisdiction, and you should not rely on any advice we provide as being applicable in any other jurisdiction.

17. Insurance, liability and third parties

- 17.1. We shall not be responsible for any failure to advise or comment on any matter which falls outside the scope of your instructions, or the services we have agreed to provide. We shall only have a responsibility to the named person who has instructed us to act on their behalf. We shall not have any responsibility to any other person in connection with your matter, unless that person is also a client of ours in relation to the same matter.
- 17.2. We exclude any and all liability for damages, claims, actions, proceedings, awards, compensation, costs (including legal costs), expenses and all other losses and/or liabilities which exceed the amount covered by our professional indemnity insurance from time to time.
- 17.3. This limit applies to the level of the claim and not the value of the transaction or the work to which a claim may relate. This limit and the level of insurance is reviewed annually.
- 17.4. We exclude, to the extent permitted by law, any and all liability for damages, claims, actions, proceedings, awards, compensation, costs (including legal costs), expenses and all other losses and/or liabilities to third parties.
- 17.5. All third party rights are excluded and no third party may enforce the contract between you and us.
- 17.6. In acting for a company we do not assume a separate legal responsibility for advising shareholders and/or directors and/or employees of the company.
- 17.7. The above limitations apply to any matters arising due to liability in contract, tort (including negligence), statutory duty and/or common law. The above limitations do not limit and/or exclude our liability for death or personal injury due to our negligence, liability for our fraud and/or any other liability of ours which it is not permitted to limit and/or exclude as a matter of law.
- 17.8. We will use all reasonable endeavours to ensure that all information provided by us is accurate but we cannot account for the accuracy of information provided by or obtained from third parties. We shall not be liable for any decision made or action taken by you or others based upon reliance on or use of information or advice provided by or obtained from third parties.
- 17.9. Where we are asked to recommend the services of another advisor or service provider, we will do so in good faith, but without liability and without warranting the ability or standing of that person or firm. We will not be responsible for the quality of the services provided by that person or firm.

18. Investment

- 18.1. Sometimes the work we are likely to carry out for you can involve investments. We are not authorised by the Financial Conduct Authority (previously the Financial Services Authority) and so may refer a client to someone who is authorised to provide any necessary investment advice. However, we can provide certain limited services in relation to investments provided they are closely linked with the legal services we are providing to a client, as we are members of the Law Society of England and Wales.
- 18.2. If we recommend a referral to a particular firm, agency or business to provide you with investment advice, we shall do so in good faith but we shall not be liable to you for any advice you may be given by them. Furthermore, if that firm, agency or business is not another firm of solicitors you will not be afforded the regulatory protection of the SRA and shall not be entitled to the benefit of the SRA Compensation Fund.
- 18.3. 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 SRA is the independent regulatory body of the Law Society and the Legal Ombudsman is the independent complaints handling body of the Law Society.

19. Communication between us

- 19.1. It is your responsibility to ensure that any instructions or other material that is sent to us by any means (including but not limited to fax, post, email, courier) have been received by us and are being acted upon. This is particularly important if any such instructions or materials relate to urgent matters or those where deadlines are imminent. You should also bear in mind the effect that public holidays and other factors can have when sending instructions or materials, and you accept that you will not hold this firm liable for any failure of third parties in this respect.
- 19.2. If we communicate by email, you accept that email is not a perfect medium and that anything sent by email may not reach the intended recipient. If the contents of your emails to us are important, we suggest that you request our acknowledgement of your email, and likewise we will do the same of anything important we send to you.
- 19.3. We endeavour to divert incoming business e-mails where the person dealing with your matter is absent, but you should request an acknowledgement and monitor the receipt of any communication sent to check that your instructions are being carried out. You should confirm all oral instructions in writing to avoid any misunderstandings.

20. Our files

- 20.1. Our files in respect of cases that we handle on your behalf are our property.
- 20.2. We will provide a digital copy of your file to you, or somebody acting for you, upon your request. We reserve the right to remove any information that may be confidential and relates to others, covered by professional privilege, or contains personal data that cannot be disclosed. If it is necessary for original documents to be taken from our files, we reserve the right to take copies at your expense for retention in our files. Any such file request will be completed within 1 calendar month,
- 20.3. You accept that access to your file of any sort is conditional upon there being no money owed to us or third parties that we have instructed on your behalf. We are entitled to keep all your papers and documents whilst there is money owed to us on any account and for any third party to which we are indebted. We shall have a lien over all papers as a matter of law, documents, money or other property held on your behalf until all sums due to us are paid in cleared funds.
- 20.4. You accept that we will destroy client files 7 years after they have been closed. We will make reasonable attempts to return original documents to you at the end of your matter and again prior to destruction of your file, however, should we be unable to, we will destroy original documents without reference to you.
- 20.5. You accept that contemporaneous with the destruction of your file, we will destroy all digital assets (such as email, online file notes, computer backups) associated with you and your matter.

21. Termination

21.1. Termination by you

- 21.1.1. You may withdraw your instructions at any time by written notice to us.
- 21.1.2. Excluding agreed fee matters, should your matter not be carried through to completion then a charge will be made in respect of the work that has already been completed based upon our standard fee structure as described herein. VAT or similar taxes will be payable on that amount and you will also be billed for any disbursements incurred.
- 21.1.3. We will be entitled to keep all your papers and documents whilst there is money owing to us for our fees and expenses.

21.2. Termination by us

21.2.1. In some circumstances, we may consider that we ought to cease acting for you. We will only decline to act further for you where we have reasonable grounds to do so (for example: failure by you to settle invoices in full on the due date or to make payments in advance when so requested; failure by you to give clear and proper instructions on how we are to proceed; if it is clear that you have lost confidence in how we are carrying out your instructions; if by continuing to act we would be in breach of the law or rules of professional conduct). If we do cease to act for you then if we are legally permitted to do so, we will confirm in writing the reasons why and give you reasonable notice.

22. Cancellation

22.1. You have entered into a contract to which the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations (2013) apply. Under the Consumer Contracts Regulations (2013), you have certain rights to cancel this contract within fourteen days without giving any reason.

22.2. The cancellation period expires fourteen calendar days from your receipt of this document and should you choose to exercise this right, you will still be liable to pay us an amount that is proportional to work that has been done until the time that you have communicated to us your intention to cancel this contract and this will be deducted from the amount of any reimbursement that you may be entitled to.

22.3. Refunds issued in response to an eligible cancellation request under the rights afforded to you by the Consumer Contracts Regulations (2013) will be issued once a deduction to the full agreed fee has been made that reflects the proportion of work on your matter that has been completed. The amount of work necessary to complete a matter varies on a case-by-case basis and we reserve the right to assess the progress of work on your matter outwith the schedule above and, therefore, to vary the deduction we make to any refund that is to be issued.

22.4. In order to exercise your right to cancel, you are required to deliver or send to us a cancellation notice on a durable medium. The cancellation notice should be delivered to our registered office for the attention of Nighat Sultana, or by email to nsultana@sultanlloyd.com.

22.5. Upon expiration of the fourteen-day cancellation period and if you paid an agreed fee, this is non-refundable and we are entitled to retain the full amount regardless of what stage your matter has reached and irrespective of the outcome achieved.

23. Transfer of representation

23.1. You are at liberty at any time to transfer responsibility for a matter to yourself or to another professional representative or third party. Additionally, circumstances may arise in which we find ourselves unable or unwilling to act for you, and we will then ask you to take on responsibility for the matter yourself or to nominate another representative. In either case we shall cooperate with you and any replacement representative in order to preserve your interests, in so far as we are legally permitted.

23.2. We reserve the right to charge you for any work we are asked to carry out in connection with transferring responsibility, such as providing schedules and status information and bringing attention to due dates. We also reserve the right to charge you for any work we need to do after the transfer, such as forwarding correspondence received by us after the transfer.

23.3. In the event of a transfer of responsibility, the provision of files or copies of papers shall be in accordance with Section 20, "Our Files". In the event that you owe us outstanding costs at the time of the transfer, if we are asked to carry out work we shall nevertheless endeavour to advise you or your chosen representative about any critical due dates or other critical information that is not available readily from other sources. However, we do not accept responsibility if you do not meet any critical due date or of the effect of any lien we may hold against your documents.

24. Confidentiality

- 24.1. We owe you a duty of confidentiality in respect of information relating to you which we obtain during the course of our retainer. All such information will be regarded as and kept confidential at all times unless you instruct us to disclose information or except in the circumstances set out below.
- 24.2. Our duty of confidentiality to you is subject to any disclosures we are required to make in good faith to the police, governmental, regulatory or supervisory authorities in relation to any statutory or regulatory obligations. In particular, we are required, without your knowledge or consent, to report certain criminal activity. We can also be ordered by Government Agencies to disclose information and answer questions about your private affairs, again without your knowledge and consent.
- 24.3. Sometimes we ask other companies or people to do typing, photocopying or other work 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.
- 24.4. Occasionally, our files may need to be examined by external auditors (for quality purposes) and/or our external advisers (who assist the firm in maintaining quality and risk). In particular, our files may need to be assessed for quality purposes by the Solicitors Regulation Authority and your file may be one of a sample which is to be assessed. These external firms or organisations are required to maintain confidentiality in relation to your files and any examination will be strictly controlled. Your acceptance of these terms and conditions is deemed to include consent to such disclosure. Please let us know if you have any concerns about this or do not want your files to be examined.
- 24.5. Our duty of confidentiality does not apply to a disclosure we make to our insurers pursuant to the terms of our professional indemnity insurance policy. In the event of a claim, complaint or the notification of a circumstance which may give rise to a loss or claim, we are obliged to make a notification to our insurers and this may necessarily result in your file being disclosed to our brokers or insurers. By entering into this retainer agreement with us you are expressly consenting to such disclosure.
- 24.6. You accept that where there are multiple parties involved with an instruction, we have a duty of confidentiality to each person or entity. From time to time, we may encounter situations that risk our duty of confidentiality being conflicted and in any such situations, you accept that this firm will be the final arbiter in resolving any such situations and that our duty of confidentiality is absolute.

25. Referrals

- 25.1. If your matter has been referred to us by a third party and/or we have a financial arrangement with that third party then we shall disclose all relevant details to you in our Client Care Letter including the name of the referrer and the amount of any payment we make to that third party for referring you to us. Similarly, if we receive a financial benefit as a result of acting for you, we will tell you of the amount in our Client Care Letter.
- 25.2. If the third party is paying us to provide services to you, we will inform you in our Client Care Letter of the amount the third party is paying us to provide services to you and, where applicable, the amount you are obliged to pay the third party.
- 25.3. Despite any financial relationship with a third party, we will provide you with independent advice and you are entitled to and we hope that you will feel happy to raise questions with us about any aspect of your matter.
- 25.4. Any information you provide to us or any advice that we give you during your matter will not be shared with the third party unless you expressly agree.
- 25.5. However, please note that if we are acting both for you and the third party in this matter, we may have to stop acting for both of you if there is a conflict of interest.

26. Complaints

- 26.1. We are authorised and regulated by the Solicitors Regulation Authority. We are committed to high quality legal advice and client care and aim to offer all our clients an efficient and effective service. However, if you would like to discuss how the service to you could be improved, the level of your bill, or should there be any aspect of our service with which you are not satisfied, please telephone Nighat Sultana on 0121 248 2850, email her on nsultana@sultanlloyd.com or write to her at Sultan Lloyd Solicitors, 526 Coventry Road, Birmingham, B10 0UN. We will then immediately send you our written complaints procedure. If you would like to see a copy of our complaints procedure at any time, please let us know and we will arrange for a copy of our complaints procedure to be sent to you.
- 26.2. We have eight weeks to consider your complaint. If for any reason we are unable to resolve the problem between us within that timeframe, then you may ask the Legal Ombudsman to consider the complaint. The Legal Ombudsman may be contacted at PO Box 6806, Wolverhampton, WV1 9WJ.
- 26.3. After invoking our formal complaints procedure, and at any stage in the procedure that requires your response, we will await your response for a period of 28 days before we close your complaint. It is the responsibility of the complainer to ensure that you engage with the process in a timely manner.
- 26.4. Please be aware that any complaint to the Legal Ombudsman must usually be made within six months of your having received a final written response from us about your complaint. Complaints to the Legal Ombudsman must usually be made within six years of the act or omission about which you are complaining occurred; or within three years from when you should have known about or become aware that there were grounds for complaint if that is later. However, the Legal Ombudsman will not accept complaints where the act or date of awareness was before 6th October 2010. For further information, you should contact the Legal Ombudsman on 0300 555 0333 or visit www.legalombudsman.org.uk
- 26.5. In addition to any rights of redress you may have through the Legal Ombudsman, you may be entitled to use an EU online dispute resolution platform to assist with any complaint or dispute you may have about our services. This online platform can be found at <http://ec.europa.eu/odr> We do have an email address you may contact in this regard and that is nsultana@sultanlloyd.com

27. Equality & Diversity

- 27.1. 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 equality and diversity policy.

28. Data Protection

- 28.1. We are registered with the Information Commissioner's Office (ICO) and deal with data held in accordance with our obligations under the General Data Protection Regulations (GDPR) and Data Protection Act 2018.
- 28.2. We use the information you provide primarily for the provision of legal services to you and for related purposes including:
 - 28.2.1. updating and enhancing client records
 - 28.2.2. analysis to help us manage our practice
 - 28.2.3. statutory returns
 - 28.2.4. legal and regulatory compliance
- 28.3. Our use of that information is subject to your instructions, the GDPR and Data Protection Act 2018 our duty of confidentiality. Please note that our work for you may require us to give information to third parties such as expert witnesses and other professional advisers. You have a right of access under data protection legislation to the personal data that we hold about you.
- 28.4. If you provide us with personally identifying information relating to any individual under the age of 13, you agree to only do so in so far as you are authorised to by virtue of being a parent or guardian of the individual to whom the data pertains. Furthermore, you warrant that Sultan Lloyd Solicitors may retain and use this data as is necessary in the provision of legal services.
- 28.5. As is our regulatory obligation, we retain all client data (including but not limited to personal data, correspondence in both paper and digital form, telephone records and sms records) for a period of 7 years from the end of your matter.
- 28.6. Our full GDPR and Data Protection Act 2018 compliance statement can be found at <https://sultanlloyd.com/privacy-policy> and includes full details of our compliance with the GDPR and Data Protection Act 2018.

28.7. The GDPR and Data Protection Act 2018 affords particular protection to 'special category data' and, to that end, there is an additional consent at the end of this document that allows us to process this data.

29. Conflict

29.1. An actual or potential conflict between your interests and the interests of another client or former client of the firm may arise during the course of a matter. If this situation arises during our dealings with you, we will discuss the position with you and determine the appropriate course of action.

29.2. Except with the approval of the parties concerned, we shall not act for a client on a particular matter if, having acted for another client on a conflicting matter, our professional duty to either client may be compromised.

29.3. We do not undertake to work for another client whose general interests may conflict with yours.

29.4. If in the course of acting for you, or in the course of discussions in the context of prospectively acting for you on a matter, we acquire knowledge of you, your affairs or your technology which is confidential or at least has not been widely disseminated to the public, we shall not disclose that knowledge to any other client and we shall not rely upon that knowledge in acting for any other client without your express consent.

30. Severability

30.1. Each of the provisions contained in this Terms of Business is intended to be separate and severable.

30.2. If any provision of this Terms of Business is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions of this Terms of Business will continue in effect.

30.3. In the event that any of the restrictions set out above shall be held to be void, then its/their deletion shall not affect the remainder of this Terms of Business, whose provisions shall continue to apply with such deletion as may be necessary to make it valid and effective.

30.4. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect (unless that would contradict the clear intention of the parties, in which case the entirety of the relevant provision will be deemed to be deleted).

31. Governing Law

31.1. These terms and conditions shall be governed by, and construed in accordance with, the law of England & Wales.

31.2. The Courts of England & Wales shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning this agreement and any matter arising from it.

32. Acceptance of terms

32.1. Your continuing instructions amount to your acceptance of the Terms of Engagement which were previously sent and accepted by you. These terms of engagement have been repeated herein. As work has commenced on this matter, no refund will be given regardless of what stage of the case has been reached.

32.2. These Terms, any other documents referred to herein and any correspondence we send to you confirming the services we will provide contain the entire agreement between the parties with respect to its subject matter, supersede all previous agreements and understandings between the parties, exclude any other terms or conditions inconsistent therewith which you might seek to impose even though such other terms or conditions may be submitted in a later document and/or purport to exclude or supersede any terms or conditions inconsistent with them or may be contained in any offer acceptance or counter offer made by you and may not be modified except by an instrument in writing signed by the duly authorised.

As this is an important document, please keep your copy in a safe place for future reference.

In signing this document, you indicate that you have read, understood and agree to the Terms of Business contained herein and you instruct us to commence work on your matter immediately.

Full Name

Signature

Date

GENERAL DATA PROTECTION REGULATIONS, DATA PROTECTION ACT 2018 AND SPECIAL CATEGORY DATA

Sultan Lloyd Solicitors represent thousands of clients every year and no two legal matters are the same. Because of this, we need to use a variety of personal data that might include sensitive special category data (such as that relating to ethnicity, sexual orientation, religious belief, health, or criminal records and convictions).

The General Data Protection Regulations and Data Protection Act 2018 require us to seek your consent in order to use and store such data which we only ever use to complete your immigration matter successfully.

In signing this page of the document, you indicate that you have read, understood and agree to our use of your special category data and any data relating to criminal offences and convictions for the sole purpose of performing your instructions to us.

Full Name

Signature

Date