

1. **INTRODUCTION**

Knights plc is the trading names of Knights Professional Services Limited (Knights/we/us/our) and is committed to providing you with an excellent level of service. These standard terms and conditions are to be read in conjunction with the Engagement, and which together form the basis of the contract between you and Knights.
2. **REGULATORY STATUS AND JURISDICTION**
- 2.1 Knights is a limited company. Its registered number is 08453370 and its VAT registration number is 208 8271 04. Like many other companies, Knights will continue to use the title 'partner' to describe both members of and other senior professionals employed by Knights with equivalent standing and qualifications. However, the use of this title should not be seen as indicating that any relationship of partnership has arisen between Knights and you.
- 2.2 For all regulated work, Knights is authorised and regulated by the Solicitors Regulation Authority (SRA) of England and Wales (SRA ID: 620595). The professional rules, relating to solicitors, can be accessed on the SRA website at www.sra.org.uk/solicitors/handbook/code/content.page.
- 2.3 Please note that your contract is with Knights and any work done for you by a partner, consultant or employee of Knights is given or done by that individual on behalf of Knights. No such individual will owe a personal duty of care to you. Unless instructed to the contrary, Knights shall be entitled to assume that any of your directors, employees, partners, consultants, agents or professional representatives who give instructions to Knights, are authorised to do so and that Knights may act upon such instructions.
- 2.4 The contract is governed by and construed in accordance with English law. Any disputes or claims arising shall be subject to the exclusive jurisdiction of the courts of England and Wales.
3. **COMMUNICATION**

We may use email or other electronic means to communicate with you. This carries with it the risk of, but not limited to, interception, inadvertent misdirection or non-delivery. It is your responsibility to carry out a virus check on any attachments received. All risks connected with sending commercially sensitive or other information relating to you and/or your business are borne by you and are your responsibility. If you do not accept this risk, you should notify us in writing that email is not an acceptable means of communication and also ensure that you do not use email to communicate with us.
4. **OUR FEES**
- 4.1 Unless otherwise agreed we shall charge you for work carried out as follows:
 - (a) time spent – we charge hourly rates for any time spent dealing with your work. We use ten, six minute, units per hour and charge for each unit or part thereof;
 - (b) routine letters, emails and telephone calls – each routine letter, email and telephone call is charged as a unit of one tenth of the hourly rate. Letters, emails and telephone calls that take longer than six minutes are charged on a time spent basis;
 - (c) disbursements – we charge for all disbursements incurred. Disbursements may include, for example, court fees, experts' fees, search fees, stamp duty, registration fees and counsels' fees;
 - (d) expenses - we charge travel and subsistence costs, transaction fees (including bank fees), courier fees, external copying and document production and other similar expenses, necessarily incurred by us, at cost or appropriate standard rates. We also charge for internal document production and copying at our current rates which will be provided on request; and
 - (e) VAT – we add VAT to our fees, as appropriate, at the prevailing rate. Hourly rates quoted are exclusive of VAT.
- 4.2 Hourly rates vary depending upon the seniority of the lawyer (or other adviser) and the type of work undertaken. In order to carry out work for you it may be necessary for different lawyers/advisers to be involved.
- 4.3 Although, primarily, our fees are based on time spent, they may be adjusted by reference to certain factors such as value, urgency (including any need to carry out work outside our normal office hours) and the level of expertise involved.
- 4.4 You may place a limit on the amount of fees which may be incurred without your prior approval. This will limit the work we will be able to do for you. If you wish to do so, please tell us in writing.
- 4.5 Any estimates of fees are not intended to be fixed or binding.
- 4.6 Our hourly rates are reviewed periodically and, therefore, may vary from time to time during your matter. We will advise you in writing in the event of any such change.
5. **INVOICING AND PAYMENT**
- 5.1 We shall be entitled to invoice you at appropriate intervals, normally on a monthly basis. Unless otherwise agreed in writing, invoices are payable within thirty days of the date of the invoice, by you, and will be rendered in pounds sterling. If any invoice is not paid within 30 days of the date of the invoice any other outstanding invoices, or invoices issued to you, will become due for payment immediately.
- 5.2 You agree that you are willing to accept delivery of bills sent in electronic form, including by email or fax to any email address or fax number we use to communicate with you. For any bill we deliver in this way, which relates to regulated services provided only, you waive your rights under s.69 of the Solicitors Act 1974 to have the invoice signed by a partner and delivered personally, sent by post or left at your address.
- 5.3 We may require you to make a payment or payments on account of our fees, including disbursements.
- 5.4 Invoices may be paid by cheque, banker's draft, credit card or telegraphic transfer. A charge may be made by us for credit card payments. Monies held by us, on your behalf, unless earmarked for other purposes, will be used to pay our invoices and disbursements. Details of our bank account, to which payment should be made, may be obtained from our accounts department. Any cheques should be made payable to Knights Professional Services Limited. Unless we agree to do so, we do not accept payment in cash either from clients direct or deposited with our bank.
- 5.5 Interest may be charged on outstanding invoices that are not paid within thirty days of receipt (or other period agreed), from that date, at a rate of 4% above the base rate, from time to time, of Allied Irish Bank (GB) plc.
- 5.6 You remain responsible for payment of invoices even if the Engagement does not proceed to completion or if a third party (including an insurer), who has agreed to pay or has been ordered to pay, fails to do so. Where we are instructed by more than one individual client, you will all be jointly and severally liable for the total amount of our fees.
- 5.7 If you have a query about any invoice please contact Knights' accounts department or the Finance Director. If the query is not resolved, and the query relates to regulated services, you may have the right to object to the invoice by applying to the court for an assessment of the invoice under Part III of the Solicitors Act 1974.
6. **INTEREST**

Interest will be calculated on your money held on account in relation to regulated services, in accordance with professional rules. It may be paid gross in which case you will need to pay any tax arising. You agree that that interest amounting to less than £20 will not be paid to you. A copy of our interest policy is available on request.
7. **COURT COSTS**
- 7.1 In court cases, the court may order one party to make a contribution towards another party's costs, either of the whole court case or just a part of it. It is important to understand that, even if another party is ordered to pay costs, you remain responsible for payment of our invoices. You can try to recover costs from another party. If they are legally aided, if they have little or no money or cannot be traced, it may not be possible to recover costs from them. In "small claims track" cases it is unusual for parties to be ordered to pay costs.
- 7.2 If the court orders another party to pay your costs, the amount paid will rarely exceed about 70% of those costs. Whether you win or lose, instructing us to act for you in a court case will almost certainly cost you money. You agree to waive the provisions of section 74(3) of the Solicitors Act 1974.
- 7.3 You may be ordered to pay costs to your opponent, particularly if you lose. That money is payable in addition to our invoices. Sometimes you can take out insurance cover (or obtain other funding) to pay another party's costs; please discuss this with us if you are interested. You may have legal expenses insurance to cover our invoices and another party's costs. You should check your existing insurance policies, including household, motor and any other major policy.
- 7.4 We do not offer legal aid and we are not franchised by the Legal Services Commission. If you believe that you may be eligible for legal aid then we can direct you to a franchised firm.
8. **SUSPENSION AND TERMINATION AND ABORTIVE TRANSACTIONS**
- 8.1 We reserve the right to suspend or terminate work for you:
 - (a) if any invoice is not paid, in whole or part, when due; or
 - (b) if a payment on account is not made when requested; or
 - (c) if we consider that we are professionally or otherwise obliged to do so.
- 8.2 Our contract with you, in respect of any Engagement, shall not be treated as a whole contract. If we:
 - (a) suspend or terminate the Engagement; or
 - (b) the Engagement becomes abortivewe will invoice you for work carried out up to the date of suspension, termination or when that Engagement becomes abortive.
- 8.3 We reserve the right to charge you for any work required to be undertaken as a consequence of suspension or termination (including removing our name from the court record, if appropriate). Any such invoice shall be payable immediately.
9. **FINANCIAL SERVICES AND INSURANCE MEDIATION**
- 9.1 We are not authorised under the Financial Services and Markets Act 2000 (the FSMA) by the Financial Conduct Authority (the FCA). We are, however, able in certain circumstances to offer a limited range of services to clients because we are regulated by the Solicitors Regulation Authority (SRA), including in relation to our carrying on any exempt regulated activities under the FSMA. As such, we are permitted to carry on a limited range of activities relating to investments and insurance mediation which may reasonably be regarded as a necessary part of our legal services. The scope of the contract, however, does not and will not include giving you advice on the merits of entering into any particular investments or policy of insurance. When providing our services we will assume that you have decided, or will decide, to negotiate and enter into any such transaction solely on the basis of your own evaluation of the same and any advice which you may receive from a person authorised under the FSMA. We will not communicate, either to you or on your behalf to any other person, any invitation or inducement to engage in investment or insurance activity, and nothing we write or say should be construed as any such invitation or inducement.
- 9.2 If you have any problem in respect of such services, please let us know. We will try to resolve any problem quickly and operate an internal complaints handling system to help us to resolve any problems. If for any reason we are unable to resolve the problem between us, the SRA provides a complaints and redress scheme.
10. **MONEY LAUNDERING REGULATIONS**
- 10.1 The law requires solicitors, as well as many other institutions, to obtain satisfactory evidence of the identity of clients and information concerning the source of client funds where the work undertaken is regulated. It is our firm's policy to carry out such verification for all unregulated work too. If you are requested to do so, you must provide us with documents to verify your identity and must provide details concerning the source of your funds. If we are not given satisfactory information at the appropriate time, we will be obliged to terminate the contract.
- 10.2 To ensure that we comply with money laundering legislation, we may validate name, address and other personal information supplied by you against appropriate third party databases. By accepting these terms you consent to such checks being made regardless of whether the work being undertaken is regulated or not. In performing these checks, personal information provided by you may be disclosed to a registered credit reference agency which may keep a record of that information. This is done only to confirm your identity. A credit check is not performed and your credit rating will be unaffected. All information provided by you will be treated securely and strictly in accordance with the Data Protection Act 2018.
- 10.3 If you are unable to come in to see us so that we can check your original identity documents, we can accept copies. However, those copies will need to be certified by a trusted third party such as a credit or financial institution, auditor, insolvency practitioner, external accountant, tax adviser or independent legal professional. They should write "I (name) a (profession) of (address) hereby certify this to be a true and exact copy of the original" and on the photo ID also add the words "and a true likeness of the bearer" on the copy document(s), and then sign and date it/them. They should include their name, occupation and contact details. Alternatively, you may be able to use an identification checking service offered by the Post Office. The Post Office will be able to tell you the procedure and cost involved.
- 10.4 We are obliged to keep records relating to your identity and a record of transactions relating to you for at least five years.
- 10.5 Solicitors are under professional and legal obligations to keep the affairs of clients confidential in respect of regulated work. This obligation, however, is subject to a statutory exception: legislation on money laundering and terrorist financing has placed solicitors under a legal duty in certain circumstances to disclose information to the National Crime Agency. Where any member of Knights staff knows or suspects that a transaction, on behalf of a client, involves money laundering the staff member may be required to make a money laundering disclosure. If this happens, we may be prohibited from informing you that a disclosure has been made or of the reasons for it.
- 10.6 You agree that we will not be liable for any costs, claims, penalties, damages or other losses incurred by you resulting from or in connection with the compliance by us with these professional and legal obligations.
11. **DATA PROTECTION**
- 11.1 Your details and any details of key individuals within your organisation may be entered into our database. We refer to this information as "personal data". We will use this personal data, primarily, to provide you with legal services. You confirm that you are authorised to provide to us any personal data that we process on your behalf.
- 11.2 Such personal data will also be kept on our database for administration and accounting purposes, to enable us to undertake any searches with credit reference agencies and so that we can send you, or such key individuals, relevant information about us, our services and about developments and events which we consider to be of interest to you. Please see our Client Data Protection Policy on our website, www.knightspc.com, for further details.
- 11.3 However, except as permitted above or as required by law, we will not share or otherwise disclose to any third party any information provided by you, save as set out in our Client Data Protection Policy. All personal information will be processed in accordance with applicable privacy laws.
- 11.4 You have a right to see any of your personal information held by us and can request access to it by contacting us on DataProtection@knightspc.com. If you believe that any of the personal information held by us may be incorrect please let us know.
- 11.5 If, during the course of acting for you, you require us to process personal data on your behalf as your processor (for example, to upload documentation or information into an online data room, hosted by our supplier, HighQ during the course of a merger or acquisition) (**Services**), the following terms and conditions in clause 11 will apply.

11.6 In these circumstances, references in this clause 11 to a Regulation are to regulation 2016/679/EC. References to an Article are to an Article of the Regulation. Capitalised terms in this clause have the meaning defined by the Regulation.

11.7 We shall:

- (a) process the personal data in accordance with all applicable Data Protection Laws and Regulations;
- (b) process the personal data within the European Economic Area and on your documented instructions only, including with regard to transfers of Personal Data to a third country or an international organisation;
- (c) unless prohibited by law, notify you before Processing the Personal Data, if we are required by any law of the European Union or the law of one of the Member States of the European Union to act other than in accordance with your instructions; or if, in our opinion, any of your instructions infringes the Regulation or other Union or Member State data protection provisions;
- (d) obtain your prior written authorisation before engaging another Data Processor (other than our existing provider of our virtual data room, HighQ, for which you hereby give your authorisation) and shall respect the conditions referred to in paragraphs 2 and 4 of Article 28 for any such engagement. Subject to the limitation on liability in clause 16, we shall be liable for the acts and omissions of our Sub-processors, and we shall ensure that the Sub-processor contract (as it relates to the Processing of Personal Data) is on terms which are substantially the same as, and in any case no less onerous than, the terms set out in this clause 11;
- (e) comply with clause 12 (confidentiality) in respect of such Processing, and the Personal Data shall be "Confidential Information";
- (f) take all measures required pursuant to Article 32;
- (g) taking into account the nature of the Processing, assist you at your cost by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of your obligation to respond to requests for exercising the Data Subject's rights laid down in Chapter III of the Regulation;
- (h) provide reasonable assistance to you on your written request and at your cost in ensuring compliance with your obligations pursuant to Articles 32 to 36, taking into account the nature of Processing and the information available to us;
- (i) at your choice and at your cost, delete or return all the Personal Data to you after the end of the provision of the Services relating to the Processing, and delete existing copies unless Union or Member State law requires storage of the Personal Data;
- (j) at your cost and following written agreement as to the details make available to you all information necessary to demonstrate compliance with the obligations laid down in Article 28; and allow for and contribute to audits, including inspections, conducted by you or another auditor mandated by you, to the extent required by Article 28;
- (k) in the event of an actual or suspected Personal Data Breach notify you without undue delay and provide reasonable and timely cooperation with your investigation into the Personal Data Breach; and unless required by binding law, or under a subpoena, court order or similar legal document issued by a court or regulatory authority, not disclose the Personal Data Breach to anyone other than you without first obtaining your prior written consent; and
- (l) not transfer, publish, disclose, divulge or otherwise permit access to Personal Data by recipients (including Sub-processors) in jurisdictions outside of the European Economic Area unless you provide your written consent.

11.8 You agree that you have sole responsibility for and shall ensure that:

11.9 you have all necessary rights to authorise us and our Sub-processors to Process Personal Data in accordance with this agreement and the Regulation and other applicable data protection laws;

11.10 you have provided adequate fair processing notices to, and obtained all necessary consents from all Data Subjects to enable us and our Sub-processors to Process the Personal Data for the purposes of providing our services to you and performing our obligations and exercising our rights as set out in this agreement;

11.11 you provide us with only Personal Data that is adequate, readable, relevant, and limited to what is necessary for the lawful purposes for which they are processed;

11.12 all Personal Data provided to us is accurate and where necessary, kept up to date; and

11.13 your instructions to us relating to Processing of Personal Data shall not breach, and will not put either party in breach of, any applicable law.

12. CONFIDENTIALITY AND DISCLOSURE

12.1 We owe you a duty of confidentiality but may be required to make exceptional disclosure as required by statute, court order, regulation, the SRA or as set out below.

12.2 We may hold confidential information about a former, current or prospective client which might reasonably be expected to be material to an Engagement. In those circumstances we owe you no duty to disclose such information to you.

12.3 Where we hold confidential information about you, we shall not be precluded from acting or continuing to act for another client or prospective client where that information might reasonably be expected to be material to it and it has an adverse interest to you provided that it is reasonable for us to act. In those circumstances all proper steps will be taken to ensure that confidential information about you is safeguarded, protected and not disclosed including, if appropriate, by the establishment of internal information barriers, in accordance with professional regulations.

12.4 You agree that we may disclose our files to regulatory bodies, our auditors, courts or other bodies working with us, as appropriate, in the exercise of their powers or in order to carry out work for you.

12.5 If we are required, for any reason (whether during the course of an Engagement or after it has terminated), compulsorily to disclose documents or to give information, orally or in writing, relating to a matter or your affairs pursuant to a court order, notice or demand served by an entity or person with the authority to compel such disclosure, then we shall comply. If any documents or information are subject to legal professional privilege, then, if possible, we will let you know and advise you of the opportunity to claim privilege. Unless you confirm any claim to privilege, we reserve the right to treat it as waived. Should you decide to claim privilege, we shall be entitled to charge you for consequential work, including any disbursements.

13. RETENTION AND STORAGE OF DOCUMENTS

We are entitled to keep all your papers and documents while money is owing to us. This is known as a lien. Upon payment, in full, we will return them to you at your request. We will not destroy documents you ask us to deposit in safe custody. Since 1 September 2013 we have used an electronic filing system and do not retain copies of any paperwork unless it is an original document. Presently no charge is made for storage but we reserve the right to do so upon reasonable notice to you.

14. INTELLECTUAL PROPERTY RIGHTS

We retain all copyright and other intellectual property rights in all materials and know-how developed or created by us, either before or during the course of carrying out any work for you, although you may freely distribute copies of these materials within your own organisation for the purposes of the Engagement.

15. COMPLAINTS

15.1 We are committed to providing high quality legal advice and client care. If you are unhappy about any aspect of the service you have received or about an invoice please contact Andrew Turner, Compliance Manager, by phone on 01242 541008, by email to andrew.turner@knightsplc.com or by post to Knights plc, Festival House, Jessop Avenue, Cheltenham, Gloucestershire, GL50 3SH.. We have a documented procedure in place, detailing how we handle complaints, that is available on request. If you are not satisfied with our handling of your complaint in relation to a regulated service provided by us only, you can ask the Legal Ombudsman at PO Box 6806, Wolverhampton, WV1 9WJ (telephone 0300 5550333 or www.legalombudsman.org.uk) to consider the complaint. Normally, you will need to bring a complaint to the Legal Ombudsman within six years from the date of act/omission, or three years from the date you should reasonably have known there were grounds for complaint (complaints will not be accepted where the act or date of awareness go beyond October 2010) or within six months of receiving a final written response from us about your complaint. The Legal Ombudsman will be able to tell you if you are entitled to complain. You may have the right to object to an invoice by applying to the court for an assessment of the invoice under part III of the Solicitors Act 1974. If you apply for an assessment of an invoice the Legal Ombudsman may not deal with a complaint in relation to it. The Department for Business, Innovation and Skills has confirmed that the following Alternative Dispute Resolution (ADR) entities are currently available to deal with disputes in the legal services sector: [Ombudsman Services](#), [ProMediate](#) and [Small Claims Mediation](#) in the event you wish to engage in mediation concerning your complaint. However, we will not be agreeable to engage in ADR mediation until such time as the Legal Ombudsman is approved to be an ADR provider.

15.2 If you are not entitled to bring a complaint to the Legal Ombudsman and, in the unlikely event of an unresolved issue arising in connection with our services, which you regard as a complaint, you may contact David Beech.

15.3 A copy of our complaints procedure will be provided on request.

15.4 Where outstanding monies are due to Knights plc and you have made a complaint, all monies due to Knights plc will be recovered in the normal way separate to any complaint you may have and in accordance with our terms and conditions of business. In the event your complaint is upheld (either through our complaint's procedure or via the Legal Ombudsman), any necessary refund will be made upon conclusion of your complaint.

15.5

16. LIABILITY

16.1 We hold professional indemnity insurance which, in accordance with the Solicitors Indemnity Insurance Rules, provides a compulsory minimum level of cover of £3 million. Our primary professional indemnity insurance is provided by Axis Speciality Europe Limited, Fourth Floor, Plantation Place South, 60 Great Tower Street, London, EC3R 5AZ. Under the aforementioned primary cover the jurisdiction and territorial coverage of our insurance is worldwide, complying with the terms and conditions required by the Solicitors Regulation Authority. Our combined level of cover is £30,000,000.

16.2 If you incur any expenses, damages, losses or liabilities whatsoever (including legal fees), in connection with or arising from the provision of our services, whether in contract, tort or otherwise and it is found that we are liable to you, as a result, then our total aggregate liability to you shall, in no circumstances, exceed the sum of £3 million.

17. RIGHTS OF THIRD PARTIES

No third party has the right to enforce any of the terms set out in the Engagement under the Contracts (Rights of Third Parties) Act 1999. This does not affect any other right or remedy available to a third party.

18. EQUALITY AND DIVERSITY

The firm is committed to promoting equality and diversity in all of its dealings with clients, third parties and employees, and is required to produce a written equality and diversity policy. Please contact us if you would like us to send you a copy of that equality and diversity policy.

19. DEFINITIONS

19.1 Adviser – the word adviser refers to non-lawyers, e.g. tax adviser.

19.2 Disbursement – a disbursement is a payment that we make to a third party on your behalf.

19.3 Engagement – an engagement is a particular piece of work that we do for you. The scope of the work to be carried out will usually be set out in the Engagement.

19.4 Lawyer – the word lawyer refers to solicitors, legal executives, trainee solicitors and paralegals.

19.5 Regulated services are as defined in Section 12 of the Legal Services Act 2007 (<http://www.legislation.gov.uk/ukpga/2007/29/section/12>).

19.6 Non-regulated work relates to any services provided which fall outside the scope of the SRA regulation referred to above. This work does not have the protection and regulation of the SRA.

20. FOREIGN ACCOUNT TAX COMPLIANCE ACT (FATCA)

20.1 The nature of your instructions to this firm mean that you, trustees, beneficiaries and others including this firm and those acting for you and with you, either as a lawyer or trustee, are obligated to fulfil all (FATCA) reporting obligations which may arise from time to time. In the event we will not be responsible for any reporting obligations whilst acting for you, we will advise you in writing.

20.2 Under the above legislation we are obliged to register and report certain trust activities to both the UK and US tax authorities. You and others connected with your matter must also report to this firm any changes in your current or future circumstances which may result in a change of US citizenship. In the event that your circumstances or anyone you know change, you must advise us immediately. An example of a change in circumstances could be that a relative marries a US citizen. In the event this were to happen you must advise us straight away.

20.3 At the outset of this matter you must advise us if you or any one at all related to you or this matter are or may be a US citizen or have any connection with the US whatsoever. Even where you may be unsure, you must advise us of any information you may have.

21. CONSUMER CONTRACTS REGULATIONS 2013

21.1 This section is applicable to individuals only.

21.2 It applies to distance and off-premises contracts and includes information about your cancellation rights.

21.3 You have the right to cancel your contract within 14 days without giving any reason. The cancellation period will expire after 14 days from the day you received our Client Care Letter.

21.4 To exercise the right to cancel, you must inform us of your decision to cancel your contract by a clear statement (e.g. a letter sent by post, fax or e-mail). You may use the attached model cancellation form, but it is not obligatory.

21.5 If you cancel this contract:

- (m) and you had requested us to begin the performance of services during the cancellation period, you shall pay us an amount which is in proportion to what has been performed until receipt of your cancellation of your contract; or
- (n) if you had not asked us to commence delivery of the services we will reimburse to you all payments received from you, including the costs of delivery (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us).

We will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel your contract.

Our full contact details are: Knights plc of The Brampton, Newcastle-under-Lyme, Staffordshire, ST5 0QW, Telephone number: 01782 619225, Fax number: 01782 620410 or Email: mail@knightsplc.com.

Knights Professional Services Limited Cancellation Form

To Knights Professional Services Limited of The Brampton, Newcastle-under-Lyme, Staffordshire, ST5 0QW, Telephone number: 01782 619225, Fax number: 01782 620410, DX: 711120 Newcastle-under-Lyme 7 or Email: mail@knightsplc.com.

I/We [] hereby give notice that I/we cancel my/our agreement for the supply of services from Knights Professional Services Limited.

File Reference Number: (this can be located on any correspondence you may have received from Knights Professional Services Limited).

Received on (this is the date on which you received your Client Care Letter from Knights Professional Services Limited).

Name:.....

Address:.....

Signature:..... Signature:

Date: Date: