
Our terms of business

Introduction

Knights Professional Services Limited (**Knights**), is committed to providing you with an excellent level of service. These Terms of Business apply to the service you have instructed us to provide, and together with our Client Contract form the basis of the contract between you and us (**Client Contract**).

1 Definitions

The following terms within these Terms of Business shall have the following meanings:

Adviser:	lawyers and non-lawyers, e.g. tax adviser.
Disbursement:	a payment that we make to a third party on your behalf.
Engagement:	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 Client Contract.
Regulated Services:	services defined in Section 12 of the Legal Services Act 2007 www.legislation.gov.uk/ukpga/2007/29/section/12

2 Regulatory status

- 2.1 For all Regulated Services, Knights is authorised and regulated by the Solicitors Regulation Authority (**SRA**) of England and Wales (SRA ID: 620595). The professional rules for solicitors and law firms can be found on the SRA website at www.sra.org.uk/solicitors/standards-regulations/.
- 2.2 We are not regulated by the UK's Financial Conduct Authority but we are included on their Exempt Professional Firms Register as we carry out some insurance mediation activities. Please refer to paragraph 10 below for more details.

3 Employee status / terms and jurisdiction

- 3.1 We use the titles 'Associate', 'Senior Associate' or 'Partner' to describe employees and other senior professionals employed or engaged by us with equivalent standing, experience and qualifications. These titles may also be used by individuals with substantial experience in their field but no formal legal qualifications.
- 3.2 Your contract is with Knights and any work done for you by our consultants or employees is given or done by that individual on our behalf. No such individual will owe a personal duty of care to you. The word 'Partner' should not be interpreted as indicating any relationship of partnership (within the meaning of the Partnership Act 1890) between any of the individuals so designated.

- 3.3 Our contract with you is governed by and interpreted in accordance with English law. Any disputes or claims arising shall be subject to the exclusive jurisdiction of the courts of England and Wales.

4 Communication

- 4.1 We will communicate with you by email or other electronic means. These methods carry risks such as interception, mis-delivery, or delay. You are responsible for checking any attachments for viruses. By using email, you accept these risks, including the possibility that sensitive or confidential information may be seen by unauthorised persons. If you do not accept these risks, please let us know in writing.
- 4.2 We are not liable for any issues with electronic communications that are outside our reasonable control, including non-receipt, delays, corruption, or unauthorised access. If you require specific communication or security arrangements, please tell us in writing. We will try to accommodate your request, but any additional costs may be passed on to you.
- 4.3 Unless you inform us otherwise in writing, we shall be entitled to assume that any of your directors, employees, partners, consultants, agents or professional/personal representatives (as applicable) who provide us with instructions are authorised to do so and that we may act upon such instructions even if given orally. You will be deemed to have knowledge of any communications we make with any such person.

5 Our fees

- 5.1 Unless we specifically agree with you otherwise, we shall charge you as follows:
- 5.1.1 time spent – we charge hourly rates for any time spent working on your matter using ten six-minute units per hour. We will charge one unit for each six-minute unit or part thereof worked;
- 5.1.2 routine letters, emails and telephone calls – each routine letter, email and telephone call is charged as one unit of the hourly rate;
- 5.1.3 fixed fee – we may agree a fixed fee for the Engagement, or for specific parts of the Engagement subject to any appropriate caveats which we agree with you, including a date for the completion of the Engagement, or for the part of the Engagement to which the fixed fee relates (**Longstop Date**). If the Engagement, or relevant part, is not completed by the Longstop Date, we will charge for our services after the Longstop Date on a time spent basis unless we agree with you a new fixed fee and Longstop Date;
- 5.1.4 Disbursements – we charge for all Disbursements which may include, for example, court fees, experts' fees, search fees, stamp duty land tax, registration fees and counsels' fees;

- 5.1.5 Service charge – we apply a service charge equal to 3.75% of the net amount of our fees in each invoice for specific administrative and regulatory functions and services we carry out in relation to the Engagement (**Service Charge**). This Service Charge does not apply to Residential Property, Plot Sales or Court of Protection matters. The Service Charge is separate from and additional to any other fees, charges or costs payable under the Client Contract and you shall be liable to pay all Service Charges incurred in connection with the Engagement;
- 5.1.6 expenses – we charge for travel and subsistence costs, courier fees, external copying and document production and other similar expenses, necessarily incurred by us, at cost or appropriate standard rates, including, if a Service Charge is not applicable, a fixed administration charge of £10 for financial transactions between £1,000 and £5,000, and £50 for all transactions above £5,000;
- 5.1.7 we may also charge for the provision of data rooms or similar platforms or portals in connection with the Engagement at a cost of £250 per month, and for internal document production and copying at our current rates which are available on request; and
- 5.1.8 VAT – we add VAT to our fees, as appropriate, at the prevailing rate. All fixed fees and hourly rates quoted are exclusive of VAT.
- 5.2 Hourly rates vary depending upon the seniority of the Adviser and the type of work undertaken. Your Client Contract will provide details of these rates. It may be necessary for different Advisers to be involved in your Engagement to complete the work.
- 5.3 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.
- 5.4 You may place a limit on the amount of fees which may be incurred without your prior approval. This may limit the work we will be able to do for you. If you wish to do so, please tell us in writing.
- 5.5 For time spent Engagements, we will provide you with regular fee updates to keep you informed of your ongoing fees. If you would prefer to receive these updates more frequently, please let us know and we will be happy to accommodate your preference.
- 5.6 Our hourly rates are reviewed periodically and, therefore, may vary from time to time during your Engagement including to reflect the increase in seniority of an Adviser. We will advise you in writing of any such change.
- 5.7 Your continued instructions in respect of an Engagement will confirm your acceptance of these Terms of Business and any increase to our hourly rates once you have been notified.

6 Invoicing and payment

- 6.1 We shall invoice you regularly during the Engagement, normally on a monthly basis. Our invoices will be raised in pounds sterling (GBP) and should be treated as final for the period covered by them. Our invoices are immediately due and payable on the date of delivery (**Due Date**). If any invoice is not paid within 30 days of the Due Date we reserve the right to:
 - 6.1.1 charge interest at the rate then payable on judgment debts until payment; and
 - 6.1.2 suspend work on all Engagements with you and/or to terminate all Engagements we have with you.
- 6.2 By continuing to instruct us you agree that you are willing to accept invoices sent in electronic form by email. For any invoice we deliver in this way, invoices shall not be signed by a partner, delivered personally, sent by post or left at your address. Please notify us in writing if you are not willing to accept the invoices in electronic form.
- 6.3 We may require you to make a payment(s) on account of our fees, including Disbursements.
- 6.4 Invoices may be paid by credit or debit card or bank transfer. Cheques are also accepted though not preferred. We do not accept cash payments unless specifically agreed otherwise. Monies held by us, on your behalf, unless earmarked for other purposes, will be used to pay our invoices and Disbursements. Any cheques should be made payable to Knights Professional Services Limited.
- 6.5 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. You will also be responsible for payment of any shortfall between what any such third party has agreed to pay as a contribution to your fees and our actual fees. 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.
- 6.6 If you have a query about any invoice please first contact the person who has the primary responsibility for your Engagement or, alternatively, our finance team by emailing finance@knightsplc.com. 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.

7 Client balances and interest

- 7.1 Interest is only accrued on client monies held by us in relation to certain work types, as determined in accordance with the terms of our client account interest policy. A copy of our policy concerning the payment of interest on client balances is available upon request.
- 7.2 Interest will be calculated on the money we hold in your client account in accordance with professional rules. Interest amounting to less than £100 will not be paid to you.

- 7.3 If interest on a client balance held by us is paid out to you because it exceeds £100 it will be paid out to you gross, in which case you will need to pay any tax arising.
- 7.4 At the end of an Engagement where we hold a client balance of £50 or less on your behalf but do not hold bank details to allow us to return such monies to you, by continuing to instruct us following receipt of these Terms of Business you authorise us to donate the remaining client balance to a charity of our choice.
- 7.5 We will only return client balances to the account from which the funds were received.

8 Court costs

- 8.1 If your Engagement goes to court, the court may order one party to pay some or all of another party's legal costs. The amount awarded in a costs order is often less than the total sum of the fees you have paid to us, and may be subject to court review. However, even if the court makes a costs award in your favour, you are still primarily responsible for paying our fees.
- 8.2 You may try to recover costs awarded to you from another party, but this may not be possible if they have limited funds, are legally aided, or cannot be found. Whether you recover costs also depends on the other party's ability to pay. For claims under £100,000, fixed costs usually apply.
- 8.3 If your claim is unsuccessful, the court may order you to pay all or some of another party's legal costs. This would be in addition to our fees. You may be able to take out insurance or arrange other funding to cover these costs. Please speak to us if you're interested in pursuing insurance or funding of this nature.
- 8.4 You may already have legal expenses insurance that covers our fees and another party's costs. We recommend checking your existing policies, such as household, motor, or other major insurance.
- 8.5 We do not offer legal aid and we are not franchised by the Legal Aid Agency. If you believe that you may be eligible for legal aid, please inform us so we can consider your situation and options.

9 Suspension and termination and abortive transactions

- 9.1 We reserve the right to suspend or terminate all or any Engagement with you if:
 - 9.1.1 if any invoice is not paid, in whole or part, when due;
 - 9.1.2 we consider you to be unlikely to be able to pay your debts, or you enter into some form of insolvency process;
 - 9.1.3 we consider that we are professionally or otherwise obliged to do so (for example where a conflict of interest arises);
 - 9.1.4 the lawyer-client relationship of trust and confidence has broken down;

- 9.1.5 there is a reputational risk to us; or
- 9.1.6 we reasonably believe that your instructions will cause us to be in breach of our regulatory obligations or any applicable laws.
- 9.2 We will invoice you for all work carried out up to the date of suspension, termination or when an Engagement became abortive.
- 9.3 We may cease to act for you if the requirements of our client identification or conflict checking procedures have not been satisfied. Where this happens at the outset of an Engagement no lawyer client relationship will have been, or be deemed to have been, established between us.
- 9.4 We reserve the right to invoice 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.
- 9.5 Our lawyer client relationship will end when we are no longer actively involved in your Engagement. This means that once we have completed the agreed scope of work in connection with the Engagement and there is no ongoing legal activity requiring our involvement, our Engagement will be considered concluded. Any subsequent communications, such as reminders or updates provided as a courtesy, do not constitute a continuation or renewal of our Engagement unless expressly agreed in writing.

10 Financial services and insurance distribution

- 10.1 We are not authorised by the Financial Conduct Authority. Our practising address is Knights Professional Services Limited, The Brampton, Brampton Road, Newcastle-under-Lyme, Staffordshire, ST5 0QW. We are able in certain circumstances to offer a limited range of investment related services to clients because we are authorised and regulated by the Solicitors Regulation Authority. We do not give advice on the merits of entering into investments. If you require advice on investments, we may refer you to someone who is authorised to give you investment advice. When providing our services we will be entitled to 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 investment and any advice which you may receive from a person authorised by the Financial Conduct Authority. We will not communicate, either to you or on your behalf to any other person, any invitation or inducement to engage in investment activity, and nothing we write or say should be construed as an invitation or inducement to do so.
- 10.2 Despite not being authorised by the Financial Conduct Authority, we are included on the register maintained by the Financial Conduct Authority so that we can carry on insurance distribution activity, which is broadly, the advising on, selling and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the Solicitors Regulation Authority. The register can be accessed via the Financial Conduct Authority website at www.fca.org.uk/firms/financial-services-register. We operate as an ancillary insurance intermediary and do not manufacture insurance products. We are not an insurance company.

- 10.3 If you are unhappy with any insurance distribution services you receive from us, please inform us in writing. We will try to resolve any problem quickly and operate an internal complaint handling policy to help us to resolve any problems. If for any reason we are unable to resolve the problem, the Solicitors Regulatory Authority and the Legal Ombudsman provide complaints and redress schemes.

11 Customer due diligence

- 11.1 The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 require solicitors, as well as many other institutions, to obtain satisfactory evidence of the identity of their clients as well as information about the source of their funds and source of wealth where the work undertaken is regulated. We may also, at our discretion, carry out customer due diligence for all unregulated work. If you are requested to do so, you must provide us with documents to verify your identity together with details concerning the source of your funds. If we are not given any satisfactory information which we may request from you at any time, we will be entitled to terminate the Engagement and associated Client Contract.
- 11.2 To ensure that we comply with any relevant money laundering regulations, we may validate your name, address and other personal information supplied by you against appropriate third-party databases. By accepting these Terms of Business, 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. We confirm that any personal data we obtain for the purposes of the Money Laundering Regulations will only be processed for the purposes of preventing money laundering or terrorist financing.
- 11.3 We may in our sole discretion agree to accept funds from you derived from cryptocurrency transactions or other complex overseas sources. If we do so, prior to receiving such funds we may conduct enhanced due diligence which includes, but is not limited to, verifying the origin, traceability, and legitimacy of the crypto assets in accordance with any relevant guidance issued by the Financial Conduct Authority. Due to the additional regulatory and compliance obligations associated with verifying the source of funds in these circumstances, we reserve the right to charge additional fees to cover the cost of any enhanced due diligence that we conduct. These fees will be discussed with you in advance and are not included within our Service Charge. We also reserve the right to decline any transaction involving cryptocurrency without providing a reason.
- 11.4 We are obliged to keep records relating to your identity and a record of transactions relating to you for at least five years.

- 11.5 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 of our employees or consultants know or suspect that a transaction, on behalf of a client, involves money laundering, the employee or consultant 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.
- 11.6 We will not be liable for any costs, claims, penalties, damages or other losses incurred by you resulting from or in connection with our compliance with our professional and legal obligations.

12 Data protection

- 12.1 We primarily use your personal data to provide you with legal services, but also for related purposes such as administration and invoicing purposes; to carry out credit reference and anti-money laundering checks and to tell you about services and events that we think may be of interest to you. For information about how we deal with your personal data and your rights in relation to your personal data, please see our privacy policies published on our website, www.knightsplc.com/our-policies/privacy-policy/. You have the right to opt out of receiving marketing communications at any time by emailing dataprotection@knightsplc.com.
- 12.2 We do not share or disclose any of your personal data to third parties without your consent, other than for the purposes set out in our privacy policy which can be found at www.knightsplc.com/our-policies/privacy-policy/. All personal data will be processed in accordance with applicable data protection legislation.
- 12.3 Some of our third-party service providers are based outside the UK so their processing of your personal data will involve a transfer of data outside the UK. Whenever we transfer your personal data out of the UK, we ensure a similar degree of protection is afforded to it by only transferring your personal data to countries that have been deemed to provide an adequate level of protection or by using specific service contracts approved for use in the UK which give your personal data the same protection it has in the UK.
- 12.4 We may record telephone calls and monitor emails for training, regulatory and compliance purposes.

13 Confidentiality and disclosure

- 13.1 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.
- 13.2 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 do not owe you a duty to disclose such information to you.

- 13.3 If we have confidential information about you, we can still work for another client – even if their interests conflict with yours – as long as it is reasonable to do so. In such cases, we will take all reasonably necessary steps to protect your confidential information, including using internal safeguards like information barriers, in line with professional rules.
- 13.4 You agree that we may disclose our files to governmental or 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.
- 13.5 If we are legally required to share documents or information about your matters, whether during or after our work with you, we will comply with that legal obligation. If the information is protected by legal professional privilege, we will inform you of this and advise you on claiming that privilege. If you do not confirm the claim, we may treat it as waived. If you do claim privilege, we shall be entitled to charge you for any related work and expenses.

14 Use of legal technology tools

Subject to paragraphs 12 and 13, and to us ensuring in accordance with our regulatory and professional obligations that we maintain sufficient controls in place to protect your confidential information and personal data, you acknowledge and agree to us using technology tools (which may include artificial intelligence and cloud-based technologies owned by third parties) as part of providing services in connection with an Engagement.

15 Retention and storage of documents

- 15.1 We are entitled to keep all your papers and documents while money is owing by you to us. This is known as a lien. Upon payment in full, we will return them to you at your request.
- 15.2 We will return all original documents, such as title deeds and original signed agreements to you when or before we finish working on your Engagement, unless we have agreed to keep them. We will not destroy documents which you ask us to deposit in safe custody. We use an electronic filing system and do not retain physical 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. A copy of our record retention and destruction policy is available upon request which sets out how long we are legally obliged to hold your documents (the **Retention Period**). We may destroy all of the records (electronic or paper) relating to your matter at the end of the Retention Period unless you have contacted us before then, in writing, to ask us not to, in which case we will return them to you at your cost, or we are otherwise required to retain such documents for legal or regulatory reasons. We strictly follow our data protection and retention and destruction policies when keeping your records and when processing any personal information which we receive in the course of our business. Our liability for any loss of, or damage to, your records will be limited to the cost of replacing or restoring your records. Any documents that we keep will be kept securely, either at our offices or in external secure storage facility, which may be owned and operated by a third party. Any third parties who process personal information on our behalf are approved by us and must strictly follow the terms of their contract with us in line with data protection legislation.

16 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.

17 Conflicts

- 17.1 We have procedures designed to manage conflicts of interest. If you are aware or become aware of a possible conflict of interest, please raise it immediately with us as we will need to consider this in line with our legal and professional obligations.
- 17.2 You acknowledge that we advise a large number of clients and we may be in a position where we advise a client with a competing interest to yours. You agree that we may act for a client with a competing interest provided we act at all times in accordance with relevant regulatory rules and obligations and that we do not breach our duty of confidentiality to you or them.

18 Complaints

- 18.1 We are committed to providing high quality legal advice and client care. If you are unhappy about any aspect of our services please contact us by email at clientcare@knightsplc.com, by phone on 0345 646 0704 or by post at Knights, The Brampton, Brampton Road, Newcastle-under-Lyme, ST5 0QW. A copy of our complaints policy and procedure can be found on our website at www.knightsplc.com/our-policies/complaints-policy-and-procedure/.
- 18.2 If we are unable to resolve your complaint in relation to a Regulated Service provided by us only, you can ask the Legal Ombudsman to independently review the complaint. You can find out more about their service by visiting www.legalombudsman.org.uk or contacting them on 0300 555 0333. Usually, you will need to bring a complaint to the Legal Ombudsman within one year from the date of act/omission, or three years from the date you should reasonably have known there were grounds for complaint 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.
- 18.3 You may be able to challenge an invoice by asking the court to assess it under Part III of the Solicitors Act 1974. If you do this, the Legal Ombudsman might not be able to handle your complaint about the invoice. The Department for Business, Energy & Industrial Strategy has listed Ombudsman Services, ProMediate, and Small Claims Mediation as available options for resolving legal service disputes. However, we will not take part in mediation through these services unless the Legal Ombudsman becomes an Alternative Dispute Resolution (**ADR**) provider.
- 18.4 Where outstanding monies are due to us and you have made a complaint, all monies due to us will be recovered in the normal way separate to any complaint you may have and in accordance with our Terms of Business. In the event your complaint is upheld (either through our complaints procedure or via the Legal Ombudsman), any necessary refund will be made upon the conclusion of your complaint.

19 Liability

- 19.1 We hold professional indemnity insurance which, in accordance with the Solicitors Indemnity Insurance Rules, provides a compulsory minimum level of cover of £3 million. The jurisdiction and territorial coverage of our insurance is worldwide, complying with the terms and conditions required by the Solicitors Regulation Authority.
- 19.2 No action or proceedings arising out of or in connection with any breach of our Client Contract (whether in contract, tort, negligence, breach of statutory duty or otherwise) shall be commenced against us more than six (6) years after the earlier of:
- 19.2.1 the date of completion of the professional services to which the claim relates; or
- 19.2.2 the date of termination of our Client Contract.
- 19.3 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. We will not and neither will our employees, consultants, subcontractors or agents under contract or tort, statute, negligence or otherwise be liable for:
- 19.3.1 any indirect or consequential loss;
- 19.3.2 any of the following types of loss, whether the loss is direct, indirect or consequential:
- (a) loss of profit,
 - (b) loss of business,
 - (c) loss of chance,
 - (d) loss of revenue; or
 - (e) loss of any anticipated saving or benefit that you or any other person suffers because of or in connection with our agreement to act in connection with the Engagement.
- 19.4 Our duty and liability is to you and no one else.
- 19.5 Our liability to you will be limited to an amount which represents our proportionate share of responsibility for any loss that you suffer, taking into account any contribution to, or responsibility for, the loss by you, your agents and employees and any other person liable to you (regardless of any inability on your part to enforce a claim against such other party due to limitation, a lack of means, reliance by that other party on an exclusion or limitation of liability or otherwise).
- 19.6 If you have agreed with anyone to any exclusion or limit of liability that affects our ability to claim a contribution against such person, our liability to you is reduced by the amount for which we would have been entitled to claim from such other person.

19.7 This clause does not apply where it would unlawfully limit or exclude our liability for:

19.7.1 death or personal injury caused by negligence;

19.7.2 fraud; or

19.7.3 reckless disregard of professional obligations.

19.8 We are not responsible for any loss or damage caused by a financial institution where your money is held in connection with our work for you.

19.9 These limitations of liability will apply regardless of any express or implied term or condition contained in any other agreement.

20 Quality standards

We hold an ISO27001 accreditation and may from time to time pursue other accreditations. This accreditation requires a quality system to be in place which guarantees the highest levels of service to our clients.

21 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.

22 Equality and diversity

We are committed to promoting equality and diversity in all of our dealings with clients, third parties and employees, and we are required to produce a written equality and diversity policy which is available on request.

23 Foreign Account Tax Compliance Act (FATCA)

23.1 The nature of your instructions to us mean that you, trustees, beneficiaries and others including us and those acting for you and with you, either as a lawyer or trustee, may be obligated to fulfil all FATCA reporting obligations which may arise from time to time. We work with a third party who we can refer you to in order to ensure that you can comply with these reporting obligations.

23.2 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. If your circumstances or those of 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.

23.3 At the outset of this matter you must advise us if you or anyone 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 provide us with any information you may have.

24 Force majeure

We will not be liable to you for any delay or failure to fulfil our obligations under or in connection with this Client Contract or an Engagement which is caused by circumstances outside of our reasonable control.

25 Consumer Contracts Regulations 2013

- 25.1 This section is applicable to clients who are individuals only and includes information about your cancellation rights.
- 25.2 You have the right to cancel your contract with us within 14 days without giving any reason. The cancellation period will expire 14 days after the day you received our Client Contract.
- 25.3 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 or email). You may use the attached model cancellation form in Annex A, but it is not obligatory.
- 25.4 If you cancel your contract with us:
 - 25.4.1 and you ask us to start work during the cancellation period and then cancel, you will need to pay us an amount that is proportionate to the work completed by us up to the point of cancellation; or
 - 25.4.2 if you had not asked us to commence delivery of the services, we will reimburse to you all payments received from you, including the cost of delivery. Any reimbursement required to be made will be made without undue delay, and no later than 14 days after the day on which we are informed by you about your decision to cancel your contract. Our full contact details are: Knights, The Bampton, Bampton Road, Newcastle-under-Lyme, Staffordshire, ST5 0QW, Telephone number: 0333 041 0000, Email: clientcare@knightsplc.com.

Annex A

Contract cancellation form

To Knights Professional Services Limited of The Brampton, Brampton Road, Newcastle-under-Lyme, Staffordshire, ST5 0QW, telephone number: 0333 041 0000 or email: clientcare@knightsplc.com.

I/We _____ hereby give notice that I/we cancel my/our agreement for the supply of services from Knights Professional Services Limited (if there is more than one client named in the Client Contract please confirm whether you are acting solely on your own behalf or on behalf of all clients named within the Client Contract).

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 Contract from us).

Signature: _____

Name: _____

Address: _____

Date: _____

