



**ThurstanHoskin**  
SOLICITORS

# Terms of Business

(Our General Business Policy on Standards of our Services)

Our Ref: «MATTER\_CLIENT\_NO»/«MATTER\_MATTER\_NO»

Client Name(s): «LINKNAME\_TITLE\_1» «LINKNAME\_SURNAME\_1»,  
«LINKNAME\_TITLE\_2» «LINKNAME\_SURNAME\_2»

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**If you require this document or any other supplied by us in an alternate format, please call us on 01209 213 646**

## 1. AGREEMENT

**Partners:**  
**Stephen J D Morrison**  
**Barbara Archer**

**SRA: 648277 (Redruth) & 657785 (Hayle) | VAT: 913 479 414 | Registration: OC421980**

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We agree to act for you as outlined in our Letter of Instruction and any other specific requirements communicated to you. Please sign and return a copy of this document. Until you have complied with these requirements, we accept no liability for any actions taken on your behalf.

The scope of work is strictly limited to the details provided in the Letter of Instruction. Any additional work outside the agreed scope will only be undertaken upon written communication and agreement from all parties involved. Our liability is limited to the work explicitly outlined in the Letter of Instruction.

Please inform us immediately if there is anything in this document that you do not understand or cannot accept. Our standard terms can be viewed online at any time, although they will not reflect any amendments specific to your matter:

<https://www.thurstanhoskin.co.uk/our-operating-policies/terms-of-business>

We reserve the right to update this agreement during your transaction. Any such updates will be communicated to you by post at least one month (30 days) prior to becoming effective.

All legal advice, documents, and work produced by us remain our intellectual property until our fees and disbursements are paid in full. Upon payment, you are granted a non-exclusive licence to use these documents for the purpose for which they were provided. Any reproduction or use of such materials beyond their intended purpose requires our prior written consent.

All legal advice provided by us is confidential and is given solely for your use in relation to the matter for which we have been instructed. You agree not to share, disclose, or reproduce any legal advice or documents provided by us without our prior written consent, except where required by law or regulatory obligations.

Neither party may assign, transfer, or delegate their rights or obligations under this agreement to any third party without the prior written consent of the other party. Any attempted assignment or transfer without such consent shall be void and have no legal effect. This is to ensure that both parties maintain control over their respective obligations and that any ongoing matters are handled by those originally instructed or agreed.

Our services will be provided within time scales appropriate to the nature of your matter, as detailed in your Letter of Instruction. While we strive to meet these deadlines, unforeseen circumstances may cause delays. We will inform you promptly of any changes to the expected delivery times.

All documents, notices, and communications will be sent to the address provided in your Letter of Instruction unless otherwise directed in writing. It is your responsibility to ensure that we have your current and correct contact details.

These Terms of Business, together with your Letter of Instruction and any documents expressly incorporated by reference, constitute the entire agreement between you and our firm and supersede all previous understandings or agreements, whether written or oral.

Please note that we are not responsible for the content of any external links included in this document, nor do we guarantee the validity of any such links.

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## 2. FINANCIAL LIMITATION ON OUR LIABILITY

All practising Solicitors LLPs carry indemnity insurance of at least 3,000,000.00 GBP. The limit of our own insurance cover is 3,000,000.00 GBP. Details of our insurance can be viewed in reception or on our website: <https://www.thurstanhoskin.co.uk>. Risks exceeding this amount are not insured.

If you become aware that any matter, we are handling for you, may have a value exceeding 1,000,000.00 GBP, you must notify us in writing immediately. Upon receiving such information, we will consider arranging additional insurance cover. If you fail to notify us, we will not accept claims for amounts that exceed our insured limit, except as required by law.

Examples of such situations might include:

- Acquiring land with potential development value, or
- Including high-value items such as jewellery, or artwork in a will.

We are willing to act in these matters only when you have informed us in writing and we have confirmed, in writing, the agreed insured value. We highlight this to ensure that both you and we are adequately protected by insurance and to encourage you to assess the value of your assets and activities periodically, as well as your own insurance coverage.

We keep your funds in a client account with Barclays Bank UK PLC, a reputable British high street bank. However, you should be aware that we cannot be held responsible for any failures within the banking system. The statutory compensation limit of 120,000.00 GBP for individual clients or small businesses applies to your total holdings across all accounts with Barclays Bank UK PLC and any other Barclays-owned entities. This means that any client funds we hold for you in our Barclays client account will count toward your personal 120,000.00 GBP protection limit.

For example, if you hold accounts with both Barclays Bank UK PLC and Barclays Direct (a subsidiary of Barclays), the total funds across these accounts are subject to the same 120,000.00 GBP limit under the Financial Services Compensation Scheme (FSCS). Further information about FSCS protection is available at [www.fscs.org.uk](http://www.fscs.org.uk).

Interest paid under Section 10 of this document will be calculated based on the interest rate set by our bank. Should you wish to know the current rate, please contact the individual handling your matter.

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### 3. IDENTITY CHECKS

We are required to verify the identity of each individual or entity connected to your matter in accordance with the Anti-Money Laundering Act 2017 and the stipulations of the Solicitors Regulation Authority (SRA) and the Law Society.

In addition to this, we are also required under The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 to conduct AML and TF checks on each individual or entity involved in your matter. For more information, please refer to the accompanying document, **Identification Verification Regulations**, also available online at any time via our website: <https://www.thurstanhoskin.co.uk/our-operating-policies/aml>

We cannot begin work on your instruction until we have satisfied both external and internal regulations for each connected individual or entity. Please provide the required identification documents immediately. Failure to do so may result in our refusal to accept your instructions, the halting of work (even at critical stages), or a report being made to the National Crime Agency (NCA). We face significant penalties if we fail to enforce these regulations. Therefore, we will not commence work on your matter until all necessary individuals or entities have met the required identification standards.

A charge of 25.00 GBP Plus VAT will be applied for each individual or entity identity check. For example, if two individuals are purchasing a property, the charge will be applied twice.

For those opting for electronic verification, if the individual fails to complete the electronic check before their unique link expires (within 50 days of receiving it), and as outlined in the Identification Verification Regulations, an additional identity check charge will be applied to the matter.

#### **Ongoing Client Due Diligence (CDD)**

Please note that our obligations under AML regulations do not end once the initial checks are completed. We are required to perform ongoing due diligence throughout the course of our relationship with you. This means we may request updated identification documents or additional information at any time, especially if there are changes in your transaction details.

Failure to provide the required information promptly may result in the following actions:

- a. A temporary halt in work on your matter, even at critical stages.
- b. The termination of our services if the requested due diligence cannot be completed.

## 4. CLIENT CARE

You are our client, and we act solely in your best interests. We will not take instructions from any other person without your explicit authority. We neither pay nor receive referral fees or commissions. We are committed to:

- Acting in your interests alone;
- Keeping your affairs confidential;
- Keeping you informed throughout your matter;
- Dealing with your matter promptly and efficiently;
- Charging you fairly.

If you do not understand any technical or legal terminology we use, please inform us, and we will explain it in simpler terms.

If you are unhappy with any aspect of our service, please inform us immediately. The sooner we are made aware of a problem, the easier it will be to resolve. If, after discussing the matter with the person handling your case, you remain unsatisfied, please contact our Complaints Partner, Mr. Stephen Morrison (or Ms. Barbara Archer, if it is not appropriate to raise your concerns with Mr. Morrison). We will review your file, address your concerns, and contact you. A meeting can be arranged if necessary and appropriate.

Our full Client Care Policy can be viewed online or provided in hard copy upon request: <https://www.thurstanhoskin.co.uk/our-operating-policies/client-care>

If you would like a copy of our Compliments & Complaints Handling Procedure, please call us on 01209 213 646, or view it online: <https://www.thurstanhoskin.co.uk/our-operating-policies/complaints>

If we are unable to resolve your complaint to your satisfaction, you may contact The Legal Ombudsman. You must contact them within one year of receiving our final response to your complaint, or within one year of when the problem occurred. Further information can be obtained from The Legal Ombudsman on 0300 555 0333, by email at [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk), or by writing to: PO Box 6806, Wolverhampton, WV1 9WJ. Information is also available on their website: [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk)

If you have concerns about our conduct as solicitors, you can also contact the Solicitors Regulation Authority (SRA). Their website is <https://www.sra.org.uk/consumers/problems/>, or you can reach them by phone at 0370 606 2555. Our SRA number is provided at the front of this document below Section 1.

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## 5. OUR CHARGES

- i. We will provide you with the best information practicable about the likely costs of the matter at its outset, and we will update you at regular intervals throughout its course. You may set a limit on the costs that we may incur on your behalf.
- ii. However, this may mean that we will have to stop before the task is completed.
- iii. Our hourly rates are reviewed twice a year. Short letters and telephone calls are charged at a minimum of 6 minutes each. For short, routine incoming letters, we may charge 50% of that time (i.e., 3 minutes). Please note that the Court does not allow such charges when calculating what contribution an opponent in a court case would have to make towards your costs unless the incoming letter is lengthy or complex.
- iv. Where the work involves unexpectedly low or high-value elements, or urgency, we may add or subtract charges to reflect the level of responsibility and risk involved if the hourly rate does not adequately cover this. These charges may be a percentage of the value element, the time charge, or a combination of both. We will inform you in writing, in advance, if we expect to add charges in this way.
- v. All figures provided are exclusive of VAT, which must be added at the applicable rate.
- vi. Our charges take into account several factors, including:
  - a. The seniority of the person handling your matter;
  - b. The degree of specialised knowledge required;
  - c. The importance or value of the transaction to you;
  - d. The degree of urgency involved;
  - e. The degree of risk to you or to us;
  - f. Any costs incurred by us on your behalf before you are able to reimburse us;
  - g. The time involved.
- vii. **Disbursements and Third-Party Fees:**
  - a. Disbursements are payments made to third parties on your behalf, such as court fees, search fees, or Land Registry fees. While we provide an estimate of these costs at the outset or in your cost breakdown, the final amount will not be known until the disbursement is actioned. For example:
    - i. Search fees in conveyancing matters may vary based on location and type of property.
    - ii. Probate application fees may depend on the number of required copies or additional charges from HMCTS.
  - b. Where additional disbursements arise that were not anticipated in the initial estimate, we will notify you promptly and obtain your approval before incurring these costs.
  - c. Disbursements are payable in addition to our fees and will be itemised in your invoice.

- viii. Estimates of our charges are based on the information we have at the time they are provided. We reserve the right to raise additional charges for any matters that fall outside the scope of a straightforward transaction.
  - ix. In urgent or trivial cases, where we consider it appropriate to exercise discretion and incur costs on your behalf without your written authority, we will provide a detailed explanation in writing as soon as practicable.
  - x. We may exercise a lien (i.e., retain your file or other property) until our bill is paid, in certain circumstances. This means that your sale or purchase will not be complete until we hold adequate funds to cover all costs.
  - xi. We do not usually charge for very small amounts of photocopying. However, we reserve the right to charge for photocopying when large volumes are involved. The rate typically charged is 0.25 GBP per sheet, excluding VAT, and does not apply to subject access requests after your matter has been closed; this is covered in the Storage of Documents section (Section 15).
  - xii. In most cases, our bill will simply state the nature of the work and the amount of the charges, known as a "gross sum bill." Upon request, we can provide an itemised bill. However, preparing such a bill can take considerable time depending on the size and complexity of the file. The total in the itemised bill may differ from the gross sum bill, and it may be higher. We will charge for the time taken to prepare the itemised bill, though not necessarily at the maximum hourly rate charged for the actual work carried out.
  - xiii. In certain situations, such as the preparation of a detailed Bill of Costs for court assessment or cost disputes, we may engage the services of an external costs draftsman. Their role includes preparing court-compliant bills, negotiating costs, or representing us in costs assessments. The fees for these services will either form part of the recoverable costs from the opposing party or, where applicable, will be charged to you. We will inform you in advance if such services are required and will explain any associated fees.
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## 6. PAYMENT

- i. If we need to make payments to others on your behalf (disbursements), we will normally ask for a deposit to cover them.
- ii. All payments should be made to our client account, the details of which can be found on the accompanying Bank Details form (not to be confused with the Client's Bank Details form where you provide your own details).
  - i. Our bank details will not change during the transaction, and any notification suggesting otherwise should be brought to our immediate attention.
  - ii. We do not accept nor send bank details by any means other than by post, fax, or in-person.

- iii. Unless the matter is of short duration, or you have public funding, we will usually send you bills at intervals or when the work exceeds a set amount. If such bills are not paid, we reserve the right to stop acting for you and issue a bill for all work done. Payments on account will not be used until disbursements are due or a bill has been delivered.
- iv. Interest on Overdue Payments
  - i. Bills are payable within thirty days unless otherwise specified. If payment is not made within one month of delivery, we will charge interest at 4% above the Barclays Bank base rate, or, if higher, at the applicable County Court rate.
  - ii. For commercial business clients, we may apply the penalties authorised by the Late Payment of Commercial Debts Act 1998.
  - iii. For non-contentious business, our authority to charge interest on the outstanding amount is Article 5 of the Solicitors (Non-Contentious Business) Remuneration Order 2009.
  - iv. We reserve the right to charge interest even if we have agreed to wait longer for payment.
- v. If we hold funds on your behalf, we may withdraw from those funds an amount sufficient to cover costs, disbursements, and VAT.
- vi. Please note that we require time for cheques to clear before we can use funds provided by you. Direct transfers into our client account may be preferable, but these may also need to be checked, as in some cases the paying bank retains a right of recovery. Please allow 7 working days between the first day on which we can bank your cheque or card payment, and the event for which the funds are required.
- vii. In residential conveyancing and some other matters, we may deliver a bill before, on, or after completion. In any case, we reserve the right to refuse further work if payments due to us, as properly notified to you, are not up to date.
- viii. Credit control process
  - i. If payment is overdue, we will issue a reminder notice seven days after the due date. This notice will include the total outstanding balance and applicable interest accrued to date.
  - ii. A second reminder will be sent if payment remains outstanding 14 days after the first reminder.
  - iii. If payment remains outstanding after the second reminder, we may escalate the matter by issuing a final demand notice, detailing potential legal action or debt recovery proceedings.
  - iv. Legal action or debt recovery proceedings may include instructing a third-party debt recovery agent, initiating court proceedings, or registering a County Court Judgment (CCJ) against you. Any costs associated with these recovery efforts will be added to the outstanding balance.
- ix. Breach of any agreed payment terms may result in us stopping work, which in some cases could have very serious consequences for you. Please discuss any payment



issues with us as soon as practicable. Any amendments to the payment terms must be agreed upon in writing. We may charge if a cheque is stopped or if payment is made into the client account in any way that does not comply with the agreed terms.

- x. We may require security for costs, such as a charge on your house or a solicitor's undertaking to pay from the sale of a property in which you are involved.
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## **7. ARE YOUR COSTS PAYABLE BY ANOTHER PARTY?**

Please check whether any of your insurance policies, bank memberships, or organisations such as unions provide member benefits that cover the costs of services like wills, conveyancing, or other legal matters. If such cover exists, please inform us and the relevant insurer or organisation immediately to ensure you do not lose this benefit.

Some banks, unions, or other organisations may offer member benefits that help cover the cost of certain legal services. It is your responsibility to confirm whether such coverage is in place and to notify us accordingly. Please note that we no longer offer any form of Legal Aid. If an insurance company or another organisation is paying your costs, they may have specific terms regarding the management of your case.

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## **8. RESTRICTIONS ON MEANS OF PAYMENTS TO, OR PAYMENTS FROM, YOU**

- i. We cannot accept payments exceeding 500.00 GBP in cash (except in settlement of costs) due to insurance reasons.
  - a. We may charge for the time involved in counting large amounts of cash or coins.
  - b. Cash must be counted by two members of staff, which may cause delays.
  - c. Cash should not be treated as an immediate payment, and funds will not be available for your matter for 2 business days.
  - d. We can only accept a maximum of 2,000.00 GBP in cash for any payments. Any amounts exceeding 2,000.00 GBP must be made by bank transfer or cheque.
- ii. **We can only accept payments from named clients using the following methods:**
  - a. Transfers directly to our Client Account, though these may not be treated as cleared funds, provided that:
    - 1. You provide prior notice with details of the account from which the money will be sent via a completed 'Client Bank Details' form included in your letter of instruction pack.
  - b. Bankers drafts
  - c. Building Society cheques or your own cheque
    - 1. Cheques should not be treated as an immediate payment, and funds will not clear for use on your matter for 7 business days.
  - d. Debit/credit card payments up to 2,000.00 GBP.

1. We accept VISA, JCB, Mastercard, Maestro, Diners Club, and Discover cards.
  - iii. **Card payments** can be made in several ways, but the client must use their own card, and it must be registered at their current address:
    - a. On our website: <https://www.thurstanhoskin.co.uk/make-a-payment/>
    - b. Over the phone: 01209 213 646
    - c. In person at our Redruth or Hayle offices.
    - d. International transfers of funds are subject to additional restrictions.
  - iv. Unfortunately, we cannot accept payment by American Express.
  - v. When sending funds on behalf of a client, there must be a legal reason for doing so, as we cannot act as a banking service.
    - a. We will only return any due funds to the account listed on your 'Client Bank Details' form provided at the beginning of your transaction.
    - b. For returned payments exceeding 25,000.00 GBP, an electronic money transfer fee of 25.00 GBP Plus VAT will apply.
  - vi. **Bill Assessment Rights**
    - a. You have the right to have your bill assessed (i.e., the amount of the bill approved) by the Court under Sections 70, 71, and 72 of the Solicitors Act 1974.
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## 9. INSURANCE OF COSTS

In certain cases, it is possible to take out insurance to protect you if you are ordered to pay the costs of another party. If you would like more information on this, please contact us directly to discuss your options.

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## 10. CLIENTS MONEY AND INTEREST DUE

We pay all monies which belong to clients into a Client Account at our bank, and we will credit you with the interest earned on it in accordance with the Solicitors' Account Rules applicable at the time. Interest will only be credited to you in the following circumstances:

- i. Where we have held the relevant funds for a minimum of 90 days;
  - a. Interest will only be paid where the total interest payable exceeds 75.00 GBP, and;
  - b. Where the total payable interest exceeds 1,999.99 GBP, an administration fee of 25.00 GBP Plus VAT (30.00 GBP Inc. VAT) will be deducted for calculating and processing the payment.

These payments are subject to the same terms as any other payment made by us to you or on your behalf. We refer you to information under point 2 'limitation on our financial liability' at the head of these terms for further information on interest rates.

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## 11. INSURANCE AND FINANCIAL ADVICE, AND REGULATION OF THE PROFESSION

The Law Society is a designated professional body for the purposes of the **Financial Services and Markets Act 2000**, but responsibility for regulation and complaints handling has been separated from the Law Society's representative functions. The **Solicitors Regulation Authority (SRA)** is the independent regulatory body of the Law Society, and the **Legal Ombudsman** is the independent complaints handling body for the legal profession.

We hold professional indemnity insurance cover with **W R Berkley Syndicate Management Limited (Syndicate WRB 1967)**, 14th Floor, 52 Lime Street, Langbourn, London, EC3M 7AF. This insurance covers our activities in England and Wales, with a limit of 3,000,000.00 GBP. The full details, including the policy number, are displayed in reception and available on our website at: <https://thurstanhoskin.co.uk/about-us#our-insurers-and-operating-policies>.

The **Solicitors Regulation Authority** rules are available online at [www.sra.org.uk/solicitors/code-of-conduct.page](http://www.sra.org.uk/solicitors/code-of-conduct.page).

We are not regulated or authorised by the **Financial Conduct Authority (FCA)** due to being **exempt** under the regulations, not because we choose not to be. However, we are included on the Register maintained by the FCA to carry on insurance mediation activities, which broadly include advising on, selling, and administering insurance contracts. This part of our business, including arrangements for complaints or redress in the event of a problem, is regulated by the Law Society. The Register can be accessed via the FCA website at [www.FCA.org.uk/register](http://www.FCA.org.uk/register).

On request, we can **signpost you to an independent and authorised financial adviser** if necessary.

Please note: **We are not specialist financial advisers**. We can only provide general advice and only when it is appropriate in connection with another matter.

We do not accept commissions from any insurance company or adviser.

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## 12. PRIVACY, GDPR AND CONFIDENTIALITY

We are obliged to keep your information confidential, as required by professional standards. The **General Data Protection Regulations (GDPR)** further regulate how organisations handle personal data. We fully comply with these obligations. Please refer to the enclosed GDPR notice for more details.

The main purpose of the GDPR is to restrict how organisations can use and share personal information, particularly for marketing purposes. Some organisations have used customer or employee data for marketing or have sold this information to others. **We do not sell or share your personal information for marketing purposes or for any other reason, except**

where required to provide the necessary services to you and for our business development, in line with legal requirements.

We will store your information and retain it after your matter has been completed, as required by law. Please note that we do not encrypt emails. This means there is a risk of interception when we send information via email. If you do not want us to send **Personally Identifiable Information (PII)** or transaction data to you by email, please inform us in writing at our registered address. However, we may still need to send transaction-related data to third parties by email.

Under GDPR, you have the right to access the data we hold on you or request its destruction. However, this is subject to all relevant legislation and regulations that may require us to retain certain data. It is important to understand that these data processing requirements are a key part of our terms of service.

If you do not understand or agree to the processing of your data in line with our **Privacy Policy**, please let us know immediately and do not sign this document. Signing this document confirms that you understand and consent to the processing of your data by us. **Please note that you cannot opt out of certain business-critical data processing that is required for us to provide our services.**

We recommend that all clients check our **Privacy Policy** periodically for updates, as you will only be notified of changes that directly affect the processing of your transaction-related data: <https://www.thurstanhoskin.co.uk/privacy/>.

If there is a change to our third-party data processors, we will aim to give you a grace period to review the change before your data is passed to the new processor. However, in some cases, this may not be legally required or practical without causing delays to your transaction at critical stages. You only have the right to object to the processing of your data where there is no legal requirement for it or where it is not required to fulfil our contractual agreement.

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## 13. TERMINATION

Where applicable under consumer contract legislation, you have the right to cancel this agreement. However, please note that if work has commenced, you may be liable for the costs incurred up to the point of cancellation.

You may terminate your instructions to us in writing at any time. However, this is subject to our need to fulfil any undertakings we have made in connection with your matter. Terminating our services does not absolve you of any responsibility for payment of works already undertaken. We are entitled to retain all your papers and documents while any fees or expenses remain outstanding.

In case of an emergency, we will make every effort to cooperate fully with any new solicitors you instruct. However, we reserve the right to refuse or cease acting on your behalf at any point before or during the instruction. If we decide to stop acting for you, we will inform you in writing, providing reasons where possible, and as soon as practicable.

Circumstances where we may decide to stop acting include, but are not limited to:

- i. A conflict of interest between you and another client.
- ii. Your inability to pay money on account as required.
- iii. If we have serious concerns that the instructions you provide may not be in your best interests or may conflict with our professional obligations as solicitors;
- iv. A breakdown in the mutual trust between us and you.
- v. Any situation where the firm or its staff may be brought into disrepute.

In some cases, we may be legally prohibited from providing the reason for termination (e.g., where there is a potential money laundering issue).

### **File Transfer and Data Portability**

Upon termination, we will make reasonable efforts to transfer your file and any relevant information to your new solicitor or a designated party, provided that:

- i. All outstanding fees, expenses, and disbursements are settled in full, and;
- ii. We receive your written authority to transfer the file.

In accordance with data protection regulations, we will also comply with your rights to data portability. Any transfer of personal data will be handled securely, and we will ensure that all necessary data protection measures are in place to safeguard your information during the transfer.

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## **14. FORCE MAJEURE**

We shall not be liable for any failure or delay in performing our obligations under this agreement if such failure or delay is caused by circumstances beyond our reasonable control. These circumstances may include, but are not limited to:

- i. Acts of God (such as floods, storms, earthquakes, or other natural disasters);
- ii. Fires, explosions, or power outages;
- iii. Acts of terrorism, war, civil unrest, or riots;
- iv. Epidemics or pandemics, public health emergencies;
- v. Governmental actions or regulations, including national lockdowns or imposed travel restrictions;
- vi. Failure of public or private telecommunications networks, internet service providers, or utilities;
- vii. Strikes, lockouts, or other industrial action.

In the event of such a force majeure occurrence, we will take reasonable steps to mitigate the effects and continue to perform our obligations where possible. If we are unable to fulfill our obligations, we will notify you as soon as practicable, providing details of the nature and expected duration of the event.

If a force majeure event continues for more than 30 days, either party may terminate the agreement by providing written notice to the other party. In the event of termination under this clause, any work already conducted up to the date of termination remains payable as per Section 5 (Our Charges) and Section 13 (Termination).

## 15. LIMITED COMPANIES AND OTHER OFFICIAL ENTITIES

Where our client is a limited company or other official entity ("Company"), the signing party or parties ("Directors") will be personally liable for our fees and disbursements if the Company fails to pay them.

By accepting our Terms of Business and signing our Letter of Instruction, the Directors are doing so both in their capacity as directors on behalf of the Company and as private individuals. In signing on behalf of the Company, the Directors confirm that they have the sole (or joint, with all other signing Directors) authority to sign this Terms of Business document and the accompanying Letter of Instruction on behalf of the Company.

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## 16. STORAGE OF DOCUMENTS

Once a matter is completed, we are required by our regulatory body to retain the information related to the matter for 7 years, 15 years, or indefinitely, depending on the type of transaction. Some transactions do not require data retention, and abortive matters are typically retained for only 1 year. We will always hold the information for at least the minimum stipulated time. After this period, the information may either be kept or destroyed at our discretion.

During the course of your matter, we make no charge for copies of documents required to be held by you. Additional copies, beyond what is required, may be charged as outlined in **Section 5: Our Charges**.

Certain **Personally Identifiable Information (PII)** related to financial data and identity verification data can only be held for 3 years without your express consent. By signing these Terms of Business, you are providing express consent to retain this data for at least as long as your file is retained. **If you do not provide this consent, we will be unable to accept your instruction.** Once provided, this express consent cannot be withdrawn, as retaining this data is necessary for fulfilling our regulatory and contractual obligations.

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## 17. RIGHTS OF THIRD PARTIES

Under the **Contract (Rights of Third Parties) Act 1999**, your instructions to us and our services provided to you confer no benefits or rights upon any third party, **except in circumstances where a third party has agreed to pay your costs. In such cases, the third party's role is limited to the payment of fees, and they do not have any rights regarding the conduct of your matter unless explicitly agreed upon in writing.**

Additionally, we may, from time to time, outsource certain administrative or support tasks to trusted third-party providers. These providers will be required to comply with our professional standards and applicable data protection and confidentiality obligations. Despite outsourcing, we remain fully responsible for the conduct of your matter, and no third party involved in outsourced tasks will have any independent rights, obligations, or authority regarding your matter.

## 18. DISCRIMINATION AND EQUALITY

We are committed to promoting equality and diversity in all our dealings with clients, third parties, and employees. We do not discriminate on any grounds covered by the Equality Act 2010, including, but not limited to, race, religion, sexual orientation, gender, age, disability, or any other protected characteristic.

We do not instruct experts, barristers, or other third parties who engage in discriminatory practices, nor do we accept instructions from clients seeking to pursue discriminatory actions in connection with their matter.

More information can be found in our Client Care Policy, which can be requested in hard copy or viewed online at: <https://www.thurstanhoskin.co.uk/our-operating-policies/client-care>

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## 19. COMMUNICATIONS

We accept service by post or fax. Email is also accepted with prior agreement; however, certain documents may need to be provided in hardcopy, either through the post or collected by you, even if email is used for other communications.

Due to the high volume of incoming emails, they are treated in the same manner as incoming post and will not necessarily be dealt with faster than letters received.

We take reasonable steps to ensure that our IT systems are free of viruses and other issues. However, we cannot guarantee the security or confidentiality of email communications any more than we can guarantee the security of the postal service.

All incoming and outgoing external calls are recorded, and the data is handled in line with our GDPR policy. If someone answers your phone, we will usually assume they are authorised to take messages on your behalf unless you instruct us otherwise.

Our standard operating hours are 9:00 am to 5:15 pm, Monday to Friday (excluding bank holidays). We also close annually for the festive period from 24th December to 1st January. During this time, our Redruth office remains open, and communications will be accepted by all means.

Our Hayle and St Agnes offices have different opening hours, which are available on our website. When these offices are closed, communications are automatically diverted to the Redruth office.

While we aim to always be contactable during our standard operating hours, we cannot guarantee this due to circumstances beyond our control. Whenever issues arise, such as telephony disruptions, updates will be provided on our website and social media channels.

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## 20. CONFLICT OF INTEREST

We are committed to acting in your best interests at all times. However, there may be occasions where a conflict of interest arises, either between you and another client of the firm, or between your interests and those of the firm itself.

In cases where a potential conflict of interest is identified, we will take appropriate steps to manage the conflict in line with professional rules and regulations. Where permissible, and with the express consent of both parties, we may continue to act for both clients by implementing additional stringent measures, such as file separation and staff (fee earner) separation, often referred to as an “**information barrier**”. These measures are designed to ensure that information is kept confidential and that the interests of each client are fully protected.

If both parties do not agree to these measures, we will be unable to act for either party. However, if one party agrees to the measures and the other party does not, we will act for the party that agrees, while the party that does not agree will need to take their instruction elsewhere. In such cases, the information barrier will no longer apply.

### **Waiver Process**

If a potential conflict of interest is identified and both parties are willing to proceed under an agreed set of conditions, we will request that you sign a conflict waiver. This waiver will:

- Confirm that we have informed you of the nature and implications of the conflict.
- Confirm your consent to us continuing to act under specified conditions.
- Outline the measures we will implement to manage the conflict and protect your interests.

If you choose not to sign the waiver, we may be unable to continue acting for you or any other party involved. We will provide assistance in transferring your matter to another solicitor, where appropriate.

### **Urgent Situations**

In exceptional circumstances, where it is not possible to obtain prior consent (e.g., due to urgency or legal obligations), we may act without delay to protect your interests. Any actions taken under such circumstances will be limited to what is reasonably necessary, and we will notify you as soon as practicable.

In all cases, we will notify you of any potential conflict of interest as soon as it becomes apparent and will explain the steps we propose to take.

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## 21. SEVERABILITY

If any provision of these Terms of Business is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect. The parties agree to replace any invalid or unenforceable provision with a valid provision that most closely approximates the intent and economic effect of the invalid or unenforceable provision.



## 22. CYBER SECURITY

We take the security of your data and our communications very seriously. While we implement reasonable measures to protect against cyber threats, it is important to recognise that no system is entirely immune from cyber-attacks or security breaches.

### Our responsibilities

- i. We utilise industry-standard security practices, including encryption, firewalls, antivirus protection, and secure servers, to safeguard your personal and transactional information.
- ii. We will never request sensitive information, such as your banking details or passwords, via unsecured channels like email or SMS.
- iii. Any transfer of personal or financial data will be conducted through secure channels, such as secure portals, in-person communication, or verified phone calls.

### Your responsibilities

- i. We recommend that you also take steps to secure your devices and communications with us. This includes keeping your operating systems and antivirus software up to date, using strong passwords, and ensuring that your own email systems are secure.
- ii. You must notify us immediately if you suspect any cyber breach or fraudulent activity related to your communication with us. This could include suspicious emails, phishing attempts, or unexpected requests for personal information that appear to come from our firm.
- iii. Be aware that email interception and fraud are growing concerns in the legal and financial sectors. Always verify any unusual communication with us through trusted means before taking action.

### Fraud Prevention

We will never notify you of a change to our bank account details by email. Should you receive such communication, do not act on it and contact us immediately using a known and trusted method.

We cannot be held responsible for any losses caused by fraud or cyber-attacks unless they are directly caused by our failure to apply reasonable and professional security measures. Your use of unsecured channels, such as email, for sensitive communications is at your own risk, and we recommend that sensitive information be transmitted via secure channels whenever possible.

### Cyber Security Breach Reporting

In the event of a data breach affecting your personal information, we will notify you in accordance with applicable data protection laws and take steps to mitigate any harm resulting from the breach.

## 23. INDIVIDUAL CLIENT AUTHORISATION

*This section applies only where there are two or more named clients instructing us on the same matter. Clear communication and agreement between clients are essential to ensure that we can proceed efficiently without unnecessary delays or increased costs.*

*We will act on instructions provided by any named client, unless a specific instruction is received in writing specifying otherwise. However, in certain circumstances, such as where conflicting instructions are provided by different parties, we may need to seek confirmation from all named clients before proceeding further.*

*You have the option to select one of the following authorisation methods for giving instructions:*

- **Option A:** Any named client may provide instructions on behalf of all named clients.
- **Option B:** Only the specified client listed below may provide instructions.
- **Option C:** Instructions may only be given jointly by all named clients (Note: This option may lead to significant delays and increased costs due to the need for obtaining consent from all parties before taking any action).

*Where no option is selected, we will assume that any named client may provide instructions on behalf of all parties (Option A).*

*Please be aware that notwithstanding the selected option, there may be circumstances where we are unable to obtain timely instructions from all clients. In such cases, we reserve the right to proceed based on the instructions available at that time if, in our professional judgment, it is necessary to protect your interests or meet critical deadlines.*

**Please indicate your chosen authorisation option overleaf:**

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## INDIVIDUAL CLIENT AUTHORISATION

☐ **Option A:** Any named client may provide instructions and authorisation on behalf of all clients.

☐ **Option B:** Only \_\_\_\_\_ may provide instructions and authorisation on

*Write name here*      behalf of all clients

☐ **Option C:** All named clients must provide joint instructions.

By signing below, you confirm your agreement to the chosen authorisation option and acknowledge the terms outlined in this section and throughout the Terms of Business.

*I agree to the terms set out in this document and confirm that I have read and consent to the processing of my data as outlined in the **Privacy Policy** and any accompanying or linked documents referenced in these terms.*

Signed \_\_\_\_\_

«LINKNAME\_TITLE\_1» «LINKNAME\_FORENAME\_1»  
«LINKNAME\_SURNAME\_1»

Dated \_\_\_\_\_

*I agree to the terms set out in this document and confirm that I have read and consent to the processing of my data as outlined in the **Privacy Policy** and any accompanying or linked documents referenced in these terms.*

Signed \_\_\_\_\_

«LINKNAME\_TITLE\_2» «LINKNAME\_FORENAME\_2»  
«LINKNAME\_SURNAME\_2»

Dated \_\_\_\_\_