



Terms and Conditions of Business – All Departments

The Solicitors' Regulation Authority (SRA) (which lays down professional rules for solicitors and which regulates us) requires us to inform clients about our terms of business. This statement explains how we will carry out professional services on your behalf.

We want to make your experience using Davis Gregory as straightforward as possible:

- If you are having difficulty reading or understanding this or any documents/letters we send to you, please let us know so we can make things easier and clearer for you.
- If you have any particular needs, please let your dedicated lawyer or their assistant(s) know as soon as possible, so that we may adapt our services to assist you.

In this document you will find the following (please keep this document safe so that you can refer to it throughout the time we are working with you):

- 1. *Place and hours of Business***
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- 3. *Service Level***
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- 6. *Professional Insurance***
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1. Place and Hours of Business

Our office is at 25 Rodney Road, Cheltenham, GL50 1HX. This is also our registered office. The normal hours of opening are between 9am and 5pm on weekdays. We can arrange appointments outside those hours when necessary.

2. Responsibility for Work

We have attached a separate covering letter confirming who is your dedicated lawyer and the name(s) of their assistant(s). If you do not have this letter, please ask for it.

3. Service Level

- 3.1 We will update you by telephone or in writing (by email or letter) as your matter progresses.
- 3.2 If any of these methods of communication are not convenient for you, please let your dedicated lawyer know as soon as possible.
- 3.3 If you would like to agree a particular frequency of updates or agree a specific way for us to update you, please discuss this with your dedicated lawyer. Please note that our fees, referred to at 4 below, may need to be increased if your requirements exceed those of a reasonably progressing transaction and this can be agreed with your dedicated lawyer as part of this discussion.
- 3.4 To be fair to all our clients and different people's ability to access technology, e-mails will be dealt with in the same way as traditional letters - in order of receipt, prioritised as to urgency. We will endeavour to reply to all client communications within three working days of receipt, although this may unfortunately be longer at particularly busy times.
- 3.5 We will do our best to communicate with you in plain language. However, if you do not understand anything we say to you or any documents we send to you, please let us know so that we can make things easier and clearer.
- 3.6 We will explain to you by telephone or in writing (by email or letter) the legal work required as your matter progresses.
- 3.7 We will update you on the cost of your matter as it progresses, subject to 7 below. However, if we have agreed a fixed fee with you this will not apply but we will let you know if that fee is likely to be significantly different to that quoted.
- 3.8 We will update you on whether the likely outcomes still justify the likely costs and risks associated with your matter whenever there is a material change in circumstances.
- 3.9 We will let you know the likely timescale at the start of your matter. This is contained in the attached covering letter. If you do not have this letter, please ask for it. We will let you know if there are any important changes to that timescale as your matter progresses.
- 3.10 If applicable to your transaction, we will continue to review whether there are alternative methods by which your matter can be funded.

4. Responsibilities

When you instruct us to act on your behalf you will be jointly responsible for helping your matter to proceed as smoothly as possible. You are therefore agreeing to:

- Comply with all requests made to provide evidence of your identity and, where relevant, your source of funds
- Provide us with clear, timely and accurate instructions
- Provide all documentation required to complete the transaction in a timely manner
- Keep safely any documents that are likely to be required for your matter

5 Identity Checks and Money Laundering Prevention

- 5.1 We are required by law to comply with the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017, which require us to check the identity of every client using our services and if your matter involves the transfer of money, the source of those funds.
- 5.2 To comply with the law we will need you to provide us with evidence of your identity and proof of funds.
- 5.3 We will not be able to start work for you until your identity has been correctly verified and if we cannot adequately verify your identity (and where relevant your source of funds) we will be unable to act for you at all.

Property & financial transactions: In property transactions this may include other people who are assisting with funding the transaction or are also a beneficial owner of a property but not our client. As part of this, we invite our clients and any such persons to complete and submit their personal information via an external company called "InfoTrack Ltd". If this applies to your transaction it will be referred to in your covering letter, and once you have returned your signed documents to us, we will send you an invitation, by email, for these checks to be carried out online. The information that we will supply to InfoTrack will be your name, email and mobile number and you will receive detailed information from InfoTrack Ltd about how your information is used and stored. At any stage in the process you may withdraw your consent.

Other transactions: Proof of identity can take the form of either a photo driving license or passport and a utility bill or bank statement dated within the last 3 months. If you are unable to provide these documents, we may be able to accept alternative documents to confirm who you are.

6. Professional Insurance

- 6.1 In your interest, we maintain insurance to protect you in the very unlikely event of our negligence. By accepting these terms of business, you agree with us to limit any claim you may have against us to £5 million. If you believe this limit may be insufficient, please discuss it with us as soon as possible.
- 6.2 This insurance is with Miller Insurance Services LLP, 70 Mark Lane, London EC3R 7NQ Telephone: 020 7488 2345. The territorial coverage of the policy is worldwide. The policy is renewed periodically. Please check with us for the up to date position.
- 6.3 If we have to notify our indemnity insurer under the terms of our policy with them, this may be at short notice and before we are able to discuss matters with you. This may involve disclosing confidential information about you; and your file may be seen by the insurer, unless you have notified us at the time of instructing us, that you do not agree to this happening.

7 Our Fees

- 7.1 Unless and until an alternative fee arrangement (e.g. a fixed fee or conditional fee agreement) has been agreed and confirmed in writing by us, the basis for calculation of our fees is as described below. It is mainly by reference to the time spent by the lawyer and staff in dealing with the matter. We record all time spent on your affairs, including time spent meeting or talking with you and others, any time spent travelling, considering, preparing and working on papers documents and correspondence (including emails), making and receiving telephone calls.
- 7.2 We charge the time of legal staff at an hourly rate which reflects overhead costs. We charge routine letters, emails, texts etc sent and consideration of letters, emails, texts etc received, at six minutes per page, and telephone calls in six-minute units. We reserve the right to charge for photocopying and faxes.
- 7.3 The attached covering letter has details of our current hourly rates and says whether we have agreed an alternative fee arrangement with you. If you do not have this letter please ask for it. These rates or any alternative arrangement will apply unless we agree otherwise in writing and subject to 7.4 - 7.8 below. The rates do not include VAT which we have to add when preparing our invoices. Our VAT number is 821 2125 80.

- 7.4 When we need to work outside normal office hours, we reserve the right to increase the level of the hourly rate or charge a separate fee. If we do decide to increase the level of the hourly rate or charge a separate fee we will let you know beforehand.
- 7.5 We review hourly rates periodically. This takes account of changes in salary and other overhead costs. We will supply details of rate changes occurring during the continuance of a case or transaction to you if this happens. The normal rate may not be appropriate in cases of complexity or urgency: where it becomes apparent that such circumstances exist, we reserve the right to substitute a revised rate or to terminate the retainer. We will let you know, in advance, if this situation arises.
- 7.6 Expenses ("disbursements") include payments we make on your behalf for such items as court fees, counsel's fees, search fees, Land or Probate Registry fees etc. We have no obligation to make such payments unless you have provided us with funds for that purpose, or we have made another arrangement with you in writing. VAT is payable on certain disbursements and this will be shown separately on your bill.
- 7.7 Unless otherwise agreed in writing, our fees are payable by you whether or not we conclude a case successfully or complete a transaction. If any case or transaction does not proceed to completion for any reason during the period in which you instruct us, then we shall charge for work done on a basis set out above, unless at our discretion, we waive part or all of such entitlement to fees.
- 7.8 If you believe you have reason to complain about our fees, you should do so in the first instance to our client care director, Laura Srodon (by letter or email to ls@davisg.co.uk.) You may also have a right to object to our invoice by making a complaint to the Legal Ombudsman and/or by applying to the Court for an assessment of the bill under Part III of the Solicitors' Act 1974. The Legal Ombudsman may not consider a complaint about the bill if you have applied to the Court for assessment.

8. *Paying Our Fees*

- 8.1 **Property transactions:** we will normally provide you with our bill following the exchange of contracts: payment is due prior to or upon completion. If you are selling a property through an estate agent, the estate agent will normally ask us to pay their bill from the proceeds of sale. Where sufficient funds are payable to you upon completion, we will deduct any money due to us and the agent unless otherwise agreed.
- 8.2 **Administration of estates:** we reserve the right to provide you with interim bills at intervals during the administration. We may send you the first interim bill when we apply for the grant of probate (or letters of administration). If we then think it will take some time to complete the administration, further interim bills will be rendered periodically. We will present our final bill when we deliver the estate accounts for approval.
- 8.3 **Other cases:** we reserve the right to ask clients to pay sums of money from time to time in advance for the payment of fees and disbursements. Please meet such requests with prompt payment. In transactions or cases likely to continue for some time, we may provide interim bills covering the work already carried out. In some cases, bills may be more frequent, e.g. when a considerable amount of work is done within a short period of time. In the event of any such bill, or request for advance payment not being met, we reserve the right to stop working on your case. We will supply you with our bill for all work carried out up to that date and you will be expected to pay it within 14 days.
- 8.4 If we are advising you at an agreed rate for a fixed fee interview, you agree to pay us the agreed charge at or before the end of each meeting. You agree also to pay us in advance on request for any other work you ask us to do.
- 8.5 Interest is charged on invoices that remain unpaid in full or in part one month after presentation at the rate for the time being payable on judgment debts in accordance with article 5 of the Solicitors' (Non-Contentious Business) Remuneration Order 2009.
- 8.6 In cases or transactions continuing for some period of time, many clients find it convenient to arrange regular payments on account by way of standing order. Please tell your dedicated lawyer if you wish to pay in this way, so that we can give you our bank account details.

8.7 There are special arrangements for matters dealt with under conditional fee or legal expenses insurance arrangements and these will be supplied separately if they apply to your matter. If you believe you should have received this information but did not, please let us know and we will supply it to you.

9. *Your Fees Paid by Other People*

9.1 In some litigation cases a successful client may be entitled to the payment of costs by another party to the proceedings. If yours is such a case, and you are unsuccessful, you may have to pay the other party's costs. A system of assessment of costs then usually comes into play. However, it is rare for assessment to result in the other party having to pay the full amount of the costs incurred by the client with their own solicitor. Further, the other party may not have the means to pay them. In addition, if the other party has legal aid, you are unlikely to recover costs, even if you have won the case. In family cases it is unusual for one party to pay the other's costs.

9.2 If you are successful and costs need to be paid by the other party, you can in some circumstances claim interest on those costs against the other party as from the date of the order for costs. To the extent that you have paid any of our fees and disbursements on account, we shall repay such interest: otherwise we are entitled to retain it.

10. *Interest Payments and Client Accounts*

10.1 Any money we hold for you as our client is held with Lloyds Bank PLC or Barclays Bank PLC.

10.2 If we hold money on your behalf, subject to the terms of this paragraph, we will credit you with interest in accordance with the SRA Rules and Regulations 2019, provided the amount of interest due is at least £50. Subject to certain minimum amounts and periods of time prescribed by the Rules, we calculate interest at the rate from time to time payable on Lloyds Bank plc's clients' call accounts. The period for which interest will be credited will normally run from the date on which we receive funds until the date we issue our cheque to you or credit the interest against other costs or expenses, as appropriate.

10.3 If you are borrowing money from a lender, we shall ask the lender to send us funds to us a minimum of one working day prior to the completion date to ensure that cleared funds are available in time for completion. You should note that the lender may charge interest from the date of sending those funds.

10.4 We will take proper care of any money we may hold for you but will not be liable for any loss caused by a failure of a bank. This does not affect any right you may have to claim against the bank or the Financial Services Compensation Scheme (FCSC). If the bank we use collapses, you consent to our disclosing your details to the FSCS, so they can assess what compensation may be due to you. The compensation limit for lost funds is £85,000. Further information is given in a sheet about money held in our client accounts which is available upon request.

11. *Insurance Mediation/Financial Services*

11.1 We are not authorised by the Financial Conduct Authority (FCA). However, we are included on the Register maintained by the FCA so that we can carry on insurance mediation activity, as an ancillary insurance intermediary 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 SRA. The Register can be accessed via the FCA website at <https://register.fca.org.uk/>

11.2 We are not insurance experts. If we provide you with an insurance policy and advise that it is suitable for your needs, we have not investigated the whole insurance market for alternative policies or prices. Further, we do not receive any incentives for offering any particular policies in any circumstances.

11.3 The Law Society is a designated professional body for the purposes of the Financial Services and Markets Act 2000 but responsibility for regulation has been separated from the Law Society's representative functions. The SRA is the independent regulatory body of the Law Society and the Legal Ombudsman is the independent complaints handling body for legal services.

12. *Complaints*

12.1 Most of our clients tell us they are delighted with our service, but we realise that very occasionally we do not reach the high standards we aim for.

- 12.1 If you are unhappy about any aspects of our service or about our charges, please contact the lawyer dealing with the matter for you.
- 12.2 If however, you are still not satisfied, or do not wish to deal with it as set out above, then please contact Laura Srodon or another director on 01242 235202, or by email at ls@davisg.co.uk, or by post. We have a procedure in place which sets out how we handle concerns and formal complaints and which is available upon request.
- 12.3 We hope that we will be able to resolve any complaints satisfactorily. However, if you remain unhappy with our response, then you can refer your complaint to the Legal Ombudsman, an independent complaints body established under the Legal Services Act, who can investigate complaints about the legal service you have received from us.
- 12.4 The Legal Ombudsman expects complaints to be made to them within one year of the date of the act or omission about which you are concerned or within one year of you realising there was a concern. You must also refer your concerns to the Legal Ombudsman within six months of our final response to you.

12.5 The Legal Ombudsman's contact details are:

Telephone: 0300 555 0333, Minicom: 0300 555 1777

Website: www.legalombudsman.org.uk

Post: Legal Ombudsman, PO Box 6806, Wolverhampton, WV1 9WJlf

13. Commission Payments

If we receive commission from a financial institution, broker or others (and unless otherwise agreed) we shall account to you for that part of the commission, if any, as may exceed the amount of any fees or disbursements due to us from you.

14. Confidentiality

- 14.1 We are professionally and legally obliged to keep your affairs confidential. However, solicitors may be required by Statute to make a disclosure to the National Crime Agency (NCA) where they know or suspect that a transaction may involve money laundering or terrorist financing. If we make a disclosure in relation to your matter, we may not be able to tell you that a disclosure has been made. We may have to stop work on the matter for a period of time and may not be able to tell you why. We are unable to accept responsibility for loss and inconvenience resulting from the length of time taken by NCA to give approval. Your right to confidentiality is waived in respect of any report made, document provided, or information disclosed to the NCA.
- 14.2 If we are acting for you in a property transaction we may also be acting for your proposed lender. We have a duty to fully reveal to your lender all relevant facts about the purchase and mortgage. This includes any differences between your mortgage application and information we receive during the transaction and any cash back payments, incentives or discount schemes that a seller is giving you.

15. Data Protection

- 15.1 Please note that use of information that we have concerning you is provided primarily for the provision of legal services to you and for related purposes, including up-dating and enhancing client records and that analysis helps us manage our practice and statutory returns to ensure legal and regulatory compliance. Davis Gregory Limited (trading as Davis Gregory Solicitors) is committed to protecting your personal information. In accordance with the Data Protection Act 2018 and the General Data Protection Regulation 2018 we have published our privacy notice on our website: [Data Privacy Notice](#) If you like a printed copy, please let us know.
- 15.2 External firms or organisations may conduct audit or quality checks on our practice. On occasion, we may outsource the typing of letters and documents to an external provider to ensure this is done promptly. We use an external accounting company to manage our client and office accounts. We will always seek a confidentiality agreement with any outsourced providers. These providers are required to maintain confidentiality in relation to your file and any

personal details. If you object to this, you must do so in writing at the bottom of this Document. If you would like more detailed information about this please let us know before signing this document.

15.3 To ensure the smooth running of your purchase, we will also provide information to intermediaries, e.g. estate agents or mortgage brokers, to keep them informed. If you object to this, you must do so in writing at the bottom of this Document. If you would like more detailed information about this please let us know before signing this document.

15.4 Cyber-crime is on the increase including email interception targeted at law firms. We maintain anti-virus software and take precautions against such fraud. However, when you choose to send us information you are responsible for the means of sending it to us and we accept no responsibility for loss of data, money or documents sent to us by unsecure means. If you are sending money to us it is your responsibility, before sending your payment, to check that the bank details are correct. If you are in any doubt at all about transferring money, consult your dedicated lawyer or their assistant.

16 Transfer of Funds

16.1 Davis Gregory Limited will not accept any responsibility for any loss or consequences if you transfer money to the wrong or a false bank account.

16.2 If you receive an email purporting to be from Davis Gregory containing bank details you should disregard it and contact us immediately.

16.3 We will not accept cash from clients in excess of £500. If you try to avoid this policy by depositing cash directly with our bank, we may decide to charge you for any additional checks we decide are necessary to prove the source of funds.

16.4 Where we have to pay money to you, it will be paid by BACS bank transfer. It will not be paid in cash or to a third party.

16.5 We will not accept funds that do not relate to a legitimate transaction.

17. Ending our Agreement

17.1 You may end your instructions to us in writing at any time, but we can keep all your papers and documents while there is still money owed to us for fees and expenses.

17.2 We may decide to stop acting for you only with good reason. We must give you reasonable notice that we will stop acting for you.

17.3 If you or we decide that we should stop acting for you, you will pay our charges up until that point. These are calculated as set out in these Terms of Business. There are special rules relating to ending a Conditional Fee or Contingency Fee Agreement – please refer to the Agreement if applicable

17.4 Nothing in this section affects any rights under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

18 Consumer Contracts Regulation

Under The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 you have the right to cancel this contract within 14 days without giving any reason. The cancellation period will expire after 14 days from the day of the conclusion of the contract. You can do this by contacting us and making a clear statement of your decision, e.g. by post, by email or fax. Once we have started work on this matter, you may be charged if you then cancel your instructions. If you would like us to begin work within the next 14 days, please tick the box in the accompanying letter/Agreement for Legal Work and return it to us.

19. Storage of Papers and Deeds

19.1 After completing the work, we will be entitled to keep all your papers and documents while there is still money owed to us for fees and expenses.

- 19.2 We no longer keep paper versions of our files but will store an electronic and a scanned version (on site or on the Cloud). We do this on the understanding that we can destroy the original paper version after scanning it and saving it electronically or to the Cloud. This can be printed out if required. If however you wish to have any papers in paper form, please let us know within 14 days of the end of your matter.
- 19.3 If you require us to keep any papers such papers (including pre-registration deeds and documents where the title to property has been registered at H.M. Land Registry) for any specific period, you must tell us in writing. If we are keeping papers for you we have the right to return them to you at any time. This provision does not apply to current deeds, wills and securities.
- 19.4 Once your matter has concluded, we will keep an electronic record of your transaction for at least 6 years on the understanding that we may delete your file after that date at our discretion.
- 19.5 Our Cloud storage provider is the Access Group <https://www.theaccessgroup.com> of The Old School, Stratford St. Mary, Colchester, Essex, CO7 6LZ.
- 19.6 If you object to us storing your data or your file(s) on the Cloud you must do so in writing at the bottom of this Document. If you would like more detailed information about this, please let us know before signing this document.
- 19.7 We provide a safe custody service to clients in respect of wills, deeds and other securities and we make no charge for such storage unless we agree this with you in writing.
- 19.8 Where we retrieve stored papers, wills, deeds or securities from storage, in connection with continuing or new instructions to us to act in a matter, we normally make no charge. However, we reserve the right to make an administration charge based on the time spent in retrieval and perusal, correspondence or other work necessary in order to comply with your instructions.

20. Future Instructions

Unless otherwise agreed, and subject to the application of then current charges, these terms and conditions of business shall apply to any future instructions given to us by you. They form the basis of a binding contract between you and us. This means that your right to challenge any of the terms will be restricted, and the charging basis will be fixed by reference to these. Please check, therefore, that you have read them through carefully. Although your continuing instructions in this matter will amount to an acceptance of these terms and conditions of business, it will be helpful if you will please sign and return one copy of them for us to retain on our file.

I have read, understood and accept the Terms and Conditions of Business set out above, and agree that any dispute will be decided by English Law in the English Courts.

I agree to my files being reviewed or work being outsourced (see 15 above)

I agree to my data and my files being stored electronically and/or on the Cloud (see 19 above)

SIGNED -----

PRINT NAME -----

DATE -----

SIGNED -----

PRINT NAME -----

DATE -----

NOTICE OF RIGHT TO CANCEL AND REQUIRED INFORMATION

Distance Selling, On-Premises and Off-Premises Contracts

It may be that you are entering in to more than one agreement with us, for example a pre-issue Contingency Fee Agreement under the Solicitors Act 1974 and a bridging agreement and a Conditional Fee Agreement. The information given to you in this document, including the information required under Schedules 1 and 2 of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 applies to all such agreements, as does the Notice of the Right to Cancel and the Cancellation Form.

These matters are governed by the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 which give you the right to certain information about the agreement between us and the right to cancel that agreement within 14 days. Set out below is the required information and your right to cancel including a Notice of Cancellation for you to use if you so wish.

Please note that the Regulations do not apply if you are an individual and our work wholly or mainly relates to your trade, business, craft or profession, nor do they apply if you are not an individual.

Information Relating to Distance Contracts, Off-Premises Contracts and On-Premises Contracts in accordance with Schedules 1 and 2 of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013

- a) The main characteristics of the services are legal services which include, but are not limited to, advice, both oral and written, preparation of documents, attendance in meetings, advocacy and representation.
- b) The identity of the trader is Davis Gregory Limited trading as Davis Gregory Solicitors and Notaries.
- c) The geographical address of the trader is 25 Rodney Road, Cheltenham, Gloucestershire, GL50 1HX. The telephone number is 01242 235202. The email address is info@davisg.co.uk.
- d) The trader is not acting on behalf of another trader.
- e) The trading address for consumers to address complaints is as at (c) above.
- f) The total price of our service is set out in the letter which accompanies this notice, insofar as we are able to fix or estimate it at this stage.
- g) Any costs which cannot be calculated in advance (if applicable) are estimated and details of that estimate are contained in the accompanying letter.
- h) This contract is not of a fixed duration and the total costs (or an estimate if applicable) is contained in the accompanying letter.
- i) As the costs of any distance communication in conclusion of the contact are not other than at the basic rate then there is no further information required to be given.
- j) The terms for payment of our fees to perform the services are upon receipt of an invoice or where required a payment on account of the services. Payment can be made in cash for sums up to £1,000, by cheque or by credit/debit card at our office or over the telephone. We also accept payments by BACS transfer and will give you more details upon request.

We agree to perform some or all of the legal services for you within 4 weeks of receiving your full and proper instructions and written confirmation that you agree to all of our terms and conditions of business (whichever is the later), although in many matters it is not possible to give a timescale for completion of all of the work, as our arrangement may continue indefinitely, but in those circumstances you may terminate the agreement between us – please see section in the accompanying document

relating to Ending this Agreement.

- k) Please refer to the section relating to How to Complain.
- l) You have the right to cancel this agreement as set out in the attached Notice of Cancellation.
- m) In the case of cancellation you will not have to bear any cost of returning goods.
- n) **If you exercise your right to cancel having already made an express request in writing for us to do the work urgently and before the cancellation period runs out then you are liable to pay us our reasonable fees for the work carried out up until you have cancelled the contract between us. Those reasonable fees will be based upon a proportion of the work carried out when compared to the full service we have agreed to supply to you. If the service has been fully performed at your request prior to you cancelling the contract with us then you lose your right to cancel and you acknowledge that you have received notice of your loss of the right to cancel in these circumstances.**
- o) There are no circumstances where your right to cancel may be lost within 14 days of us giving you notice of your right to cancel except as set out in this agreement between us at paragraph (n) above or where we have supplied you with digital content before the end of the cancellation period and you have provided your express consent for us to do so and have acknowledged that your right to cancel has been lost. In these circumstances you will not benefit from a right to cancel.
- p) We are under a legal duty to supply goods and/or services to you which conform with the agreement we have entered into with you for the supply of those goods and/or services as set out in the Supply of Goods and Services Act 1982.
- q) If you have at any time questions about the legal service provided then please contact the person named in the accompanying letter who will be dealing with your work.
- r) Our work for you is governed by the Solicitors Code of Conduct and a copy of this can be obtained from the Solicitors Regulation Authority from their website – www.sra.org.uk or by request from Solicitors Regulation Authority, The Cube, 199 Wharfside Street, Birmingham B1 1RN.
- s) This contract between us will continue until we have completed the legal services required but in certain circumstances we cannot say how long that will take in which case the contract will continue until terminated in accordance with the agreement between us. Please see the section entitled Ending our Agreement.
- t) The contract between us has no minimum duration of your obligations but please refer to the section in this agreement which sets out your responsibilities and these continue as long as the agreement between us continues.
- u) We may ask you to make a payment on account of fees and disbursements. These will be notified to you in advance with an explanation of why these payments are required. Payment by you on account of our fees will be held in our client account until such time as an invoice is prepared and delivered to you and at that time the money held on account will be transferred to us in payment of such invoice. Payment on account of disbursements will be held in our client account until we have discharged such disbursements and then the money will be transferred to us.
- v) We do not provide digital content as part of our legal services.
- w) Not applicable as we do not provide digital content.
- x) If you have any complaint about our legal service then please refer to the Section on Complaints for details of how to access our Complaints Procedure and details of the right to take up matters with the Legal Ombudsman.

NOTICE OF THE RIGHT TO CANCEL

Under The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 you have the right to cancel this contract within 14 days without giving any reason.

The cancellation period will expire after 14 days from the day of the conclusion of the contract.

To exercise the right to cancel, you must inform:

Penny Foley
Davis Gregory Ltd Solicitors, 25 Rodney Road, Cheltenham, GL50 1HX
Tel: 01242 235202 Fax: 01242 224716
Email: pf@davisg.co.uk

of your decision to cancel this contract by a clear statement (e.g. a letter sent by post or e-mail).

You may use the cancellation form below, but it is not obligatory.

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

Effects of cancellation

If you cancel this contract, 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 may make a deduction from the reimbursement for loss in value of any goods supplied, if the loss is the result of unnecessary handling by you.

We will make the reimbursement without undue delay, and not later than –

- (a) 14 days after the day we receive back from you any goods supplied, or
- (b) (if earlier) 14 days after the day you provide evidence that you have returned the goods, or
- (c) if there were no goods supplied, 14 days after the day on which we are informed about your decision to cancel this contract.

We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

In the case of sales contracts in which we have not offered to collect the goods in the event of cancellation we may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.

If you 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 you have communicated us your cancellation from this contract, in comparison with the full coverage of the contract.

Cancellation form

(Only sign this form if you DO NOT want us to continue acting for you)

To: Davis Gregory Limited, 25 Rodney Road, Cheltenham, GL50 1HX, Tel: 01242 235202 Fax: 01242 224716,
Email: – Reference :

I/We (*)hereby give notice that I/We (*) cancel my/our (*) contract of sale of the following goods (*)/ for the supply of the following service (*),

Ordered on (*)/ received on (*):

Name of consumer(s): T

Address of consumer(s): 25 Rodney Road Cheltenham Gloucestershire GL50 1HX

Signature of consumer(s) (only if this form is notified on paper):

Date (*) Delete as appropriate.