

# Rutherfords Legal LLP

## Terms of Business

### 1. Introduction

- 1.1 These terms of business set out the basis of our instruction and should be read in conjunction with any related client engagement letter.
- 1.2 We will also provide you with an engagement letter dealing with any additional terms which will also apply to that particular matter.
- 1.3 Rutherfords Legal LLP is a Limited Liability Partnership, incorporated under the Limited Liability Partnership Act 2000 and trading as Rutherfords LLP. Your contract is with Rutherfords Legal LLP.
- 1.4 Rutherfords LLP is a body corporate with members. We have decided to retain the traditional title of "partner" to describe members of Rutherfords LLP and any employee who has been designated as and carries the responsibility of a partner, but who is not a member of Rutherfords LLP.
- 1.5 There is no contract between you and any member, employee or consultant of Rutherfords LLP. Any advice given to you or work done for you by that person is on behalf of Rutherfords LLP and not in his or her individual capacity.

### 2. Instructions

- 2.1 We are only able to provide advice to you based on the information and documents provided. It is important that you promptly provide to us all relevant information or documentation in your possession, custody or control. You must also inform us if you become aware of any other information or documents which might have a bearing on the nature of the advice being given.
- 2.2 We will advise on matters within the scope of instructions recorded in any engagement letter provided to you but will not be responsible for any failure to advise on any matter outside of the scope of those terms.
- 2.3 All advice provided is solely for your benefit and information. Rutherfords LLP does not accept liability to any other person in connection with that advice.
- 2.4 We do not provide financial or investment advice, nor advice on tax related issues on any matter unless expressly set out in writing in a separate engagement letter. We will carry out all work on the basis that you have taken and will continue to take independent financial and tax advice (including advice on VAT) from a third party, independent financial adviser, accountant or tax adviser.

### 3. Confidentiality and Conflict of Interest

- 3.1 When you instruct us on a particular matter, we will consider whether we are able to act in that matter or whether there is any conflict of interest which would prevent us from acting for you.
- 3.2 In the event that we accept your instructions to act on a matter, but a conflict of interest arises subsequently, then we may be obliged to cease acting for you. In that event we will inform you of the position.
- 3.3 All information regarding your business and affairs will be regarded as and kept confidential at all times unless you instruct us to disclose information or we are compelled to disclose it by law (for example where fraud, money laundering or other crime is or may be involved), the files are reviewed as part of the Lexcel practice management standard, or information is already in the public domain or enters it without fault on our part.
- 3.4 Conflict between your interests and the interests of other clients of Rutherfords LLP may arise during the course of a matter. If this situation occurs, we will discuss the

position with you and determine the appropriate course of action. In order to protect your or their interests we may have to cease acting, in which case we will use our reasonable endeavours to find another firm of lawyers to continue acting for you.

### 4. Client Contact

- 4.1 You will be notified of the lawyer(s) who will be responsible for the supervision and the day-to-day conduct of your matter. A lawyer is a member of Rutherfords LLP, a solicitor, a fellow or member of the institute of legal executives, a conveyancing clerk or paralegal. Other lawyers may be involved where this is appropriate and efficient, for example, where:
  - the work can be carried out more efficiently and cost effectively by trainee solicitors and paralegals assisting the lawyers with their work;
  - input is required from specialist solicitors in other departments; or
  - special circumstances exist (for example sickness and holiday cover).

A Rutherfords LLP member (the client service contact), whose details will be notified to you, will have overall responsibility for your relationship with Rutherfords LLP.

### 5. Complaints

- 5.1 We are committed to high quality legal advice and client care. If you are unhappy about any aspect of the service you have received you are entitled to complain. This includes the right to complain about costs or a bill that has been raised by the firm.

The Complaints Handling Manager is Amanda Edwards, who can be contacted on 01827 311411, in writing at Ventura House, Ventura Park Road, Tamworth, Staffordshire, B78 3HL or by using the email [a.edwards@rutherfordslaw.com](mailto:a.edwards@rutherfordslaw.com).
- 5.2 We will seek to resolve your complaint promptly and in accordance with our written complaints procedure, a copy of which will be provided to you on request. You will be advised how the complaint will be handled, and the timescale within which to receive an initial and substantive response. You will not be charged for the cost of handling or investigating a complaint. We are required to deal with your complaint within eight weeks.
- 5.3 If you are not satisfied with our handling of your complaint you can ask the Legal Ombudsman to consider the complaint. Normally you will need to bring a complaint within six months of receiving a final written response from us.
- 5.4 In addition, you should be aware that the Legal Ombudsman will not accept your complaint if:
  - more than one year has elapsed from the date of the act or omission giving rise to the complaint; or
  - more than one year has elapsed from the time when you should have known about the complaint.
- 5.5 The Legal Ombudsman's contact details are:
  - Telephone: 0300 555 0333
  - Email: [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk)
  - Website: [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk)
  - Address: Legal Ombudsman, PO Box 6167, Slough, SL1 0EH
- 5.7 You may have the right to apply for an assessment of the bill under Part III of the Solicitors Act 1974. If you exercise this right you would be prevented from making a complaint to the Legal Ombudsman. In addition, if you apply to the Court for an assessment and if all or part of the bill remains unpaid at the end of that assessment, we are

entitled to charge interest. There are strict time limits that apply to this process and you may wish to seek independent legal advice.	require evidence of the identity of any third-party funder or payer.
5.8 We are authorised and regulated by the Solicitors Regulation Authority which also provides complaints and redress mechanisms. Please visit their website at <a href="http://www.sra.org.uk">www.sra.org.uk</a> for further information.	6.8 We do not accept payment of any cash sum over £500, although we reserve the right to lower this amount or not accept any cash sums at our discretion.
<b>6. Money Laundering &amp; Tax Evasion</b>	<b>7. Fees and Expenses</b>
6.1 We are obliged to obtain satisfactory evidence of the identity of our clients and others involved in the transactions or cases we are dealing with to enable us to comply with our obligations under the Proceeds of Crime Act 2002 and the Money Laundering Regulations 2017. Requested information should be provided within 14 days of the request. You should be aware that these provisions, or a failure to provide information requested for these purposes, may require us to take further steps, such as ceasing to act for you in the relevant matter or at all.	<ul style="list-style-type: none"> <li><b>Basis of our Private Client Charges (except no win no fee agreements)</b></li> </ul>
6.2 For individuals, this will involve the production of a passport or photocard driving licence and a recent utility bill. We may also ask you to submit certified copies from another firm of solicitors if required. When acting for companies, we will require the same as individuals for directors, together with company information.	7.1 Unless we agree a fixed fee with you, our fees are based on the amount of time spent on your matter by reference to the normal hourly rates of those involved. Time spent on your affairs will include meeting with you and any time spent travelling; considering, preparing and working on papers; correspondence (including email and fax communication); and the making and receiving of telephone calls, attendance at court/tribunal (where applicable); and any related travelling and waiting time.
6.3 We will also obtain an electronic identification search at a cost of £5.00 plus VAT per search which will form part of this firm's costs. These searches are undertaken by an organisation named 'SmartSearch UK' who will verify your identity electronically with the assistance of Experian. This search is entirely limited to your identification and does not include any credit search.	7.2 Details of the hourly rates and the lawyers likely to be working on your matter will be set out in our engagement letter. We reserve the right to vary the hourly rate if the matter becomes more complex or needs to be undertaken in priority to other work. These rates are reviewed from time to time and are therefore subject to change. Details of any revised rate will be notified to you.
6.4 Please note that any such copy documents and searches will be securely retained in accordance with the data protection provisions detailed at paragraph 17. The use that will be made of the data will be to provide confirmation of the identity of the person(s) providing it only. The law requires us to maintain such data for a period of five years from the end of the matter we are handling for you or from the date at which you cease to be a client of this firm. However, you agree to us retaining the data for our usual file retention period of six years from the date the file is archived, or longer if necessary, as when litigation has arisen or may be pending, and the checks have or may become relevant in any such proceedings.	7.3 When a fixed fee is agreed in advance, we will not seek to charge any additional fee unless the work carried out is of a different nature or extent from that which we understood to be required on the basis of your instruction.
6.5 In accordance with the Criminal Finances Act 2017, the firm is committed to ensuring that any taxation advice or services provided by the firm or any persons associated with it will be through the legitimate and proper organisation of the taxpayer's circumstances so as to pay less tax than might otherwise be due. In all cases we must advise the client to pay the proper amount of tax required by law. In no circumstances may any partner/director, consultant, employee or associated person be seen to encourage the client to pay less tax than is legally due, and so conspire to commit a criminal offence by the client and ourselves by way of tax evasion.	7.4 Any fee estimate (as opposed to an agreed fixed fee) is given only as a guide to assist you in budgeting and should not be regarded as a firm quotation unless otherwise agreed in writing by a partner.
6.6 As solicitors we are also required to report to the appropriate authorities (sometimes without any prior or subsequent notice to you) if we become suspicious that any transaction may involve money laundering or the proceeds of crime. Where we have or reasonably believe there is a statutory obligation to report matters to any authority, we will not be liable to you for breach of confidence or any loss arising from making any such report. In addition, we may be required to report any adverse financial results arising from the company search to your lender as part of our obligations to them.	7.5 If our fees are based on time spent, we will keep you informed of the level of fees incurred and advise you of any changes in circumstances that may have a bearing upon the likely overall costs. We will normally send you regular bills on a monthly or quarterly basis.
6.7 We may also ask you to provide information about the funding of a matter or of the costs incurred and may	<ul style="list-style-type: none"> <li><b>Payments to Third Parties</b></li> </ul>

7.12	We will charge expenses for travel, car parking, accommodation and meals and out of pocket expenses incurred whilst travelling away from the office. Although routine postage, telephone, and fax charges fall within our general office overheads, we reserve the right to charge for unusually heavy postage and photocopying charges in appropriate cases.	8.3	For contentious work (generally court, employment tribunal and land tribunal work), subject to certain statutory conditions, you can apply for a bill of costs to be assessed by the court.
7.13	We will charge a fee (to offset the charges which we incur) for transferring funds to the banking system (telegraphic transfers and CHAPS payments) or the provision of bankers' drafts.	9.	<b>Client Money</b>
7.14	<p>• <b>Payment of our Bills</b></p> <p>Prompt payment of our bills is appreciated within 14 days. We may charge you interest on the amount outstanding at the rate payable on judgment debts (currently 8%), or if the client is a business, profession or local authority, at the statutory rate plus the Bank of England base rate pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 and the Late Payment of Commercial Debts Regulations 2002.</p>	9.1	When we receive money from you or any third party which is to be applied or held on your behalf, this will be held in a separate client bank account which will be subject to the strict provisions of the Accounts Rules ("The Rules"). The funds have to be subject to instant access, which tends to result in very low interest rates. You will receive payment in lieu of interest only where the amount held on deposit exceeds £1,000 and the interest earned during the whole period that we hold the money on deposit is more than £20.
7.15	If you have any query about the bill, please contact the person handling your matter straight away. If we hold money on your behalf in relation to any matter, we may, without reference to you, take such money in payment or part payment of our bill, whether such bill is overdue or not.		Any money paid to UK residents in lieu of interest by us will be paid without deduction of tax. It will be your responsibility to declare sums so received for tax purposes.
7.16	The firm is willing to accept payment of invoices by personal cheque, bank or building society cheque, BACS transfers, standing orders, Visa, MasterCard, Switch or Solo card.	9.2	In respect of monies paid to us on account of anticipated costs and disbursements or any monies held on your behalf under paragraph 9.1, you accept that we reserve the right to apply such sums in reduction of any disbursements incurred on your behalf or to apply them in full or partial reduction of any unpaid bills at any time.
7.17	If accounts are overdue, we reserve the right to suspend work and to retain documents and papers belonging to you or supplied to us for the purpose of carrying out your instructions. This will be the case whether they relate to the matter to which the invoice relates or to any other instructions given to us by you until all sums outstanding to us are paid.	9.3	Where we recover or receive monies from any third party on your behalf, subject only to any conditions imposed on us by that third party or relevant court order, these monies will be dealt with in accordance with paragraphs 9.1 and 9.2 above.
7.18	All estimates or quotations provided to you, and all fees charged by us, are exclusive of VAT (at the rate applicable from time to time) which will be charged on our fees and those disbursements and expenses that are subject to VAT.	9.4	Client money received will invariably be paid into the client account for a financial institution which is an authorised deposit taker. The money is invested in strict accordance with the Solicitors Accounts Rules. There is a small risk that one or more of those banks may suffer financial loss and may fail. In that event the client would have a claim directly against the bank under the Financial Services Compensation Scheme, which it would be the client's responsibility to pursue. The current limit for that scheme is £85,000 for all accounts held within the same banking group. Rutherford's LLP will not be liable to repay any money, costs or expenses lost through a banking failure.
7.19	When an invoice is paid by a third party and you are registered for VAT, then you must pay the VAT element of the invoice and subsequently reclaim it from HM Revenue and Customs.	9.5	Our principal client accounts are held with The Royal Bank of Scotland plc ('RBS') who are part of The Royal Bank of Scotland Group plc ('the RBS Group') and with Lloyds Banking Group.
	<p>• <b>No Win No Fee Clients</b></p>	10.	<b>Commission Received</b>
7.20	For litigation clients only it may be possible for the firm to act for you on a no win no fee basis. There may be Conditional Fee Agreement (CFA) or a Damages Based Agreement (DBA) available. The availability of this funding method is decided on a case-by-case basis only.	10.1	Unless otherwise agreed, we will account to you for the whole of any introductory or other commission received (for example from stockbrokers, insurers etc) in respect of any of your business.
8.	<b>Cost Assessments and Certificates</b>	11.	<b>Cybercrime</b>
8.1	The Solicitors Act 1974 contains provisions which entitle clients in certain circumstances to have their costs reviewed by the court to determine what is fair and reasonable (this is called an assessment). Generally, the application for assessment must be made within one month of receiving the bill.	11.1	In light of the rise in cybercrime and particularly the interception of emails, we will only send bank account details as an attachment to the email in PDF format. However, you should always telephone the office to confirm our bank account details before making <u>any</u> payment to the firm. The firm will not accept liability for any loss sustained by anyone who has responded to a fraudulent email where they have made no suitable check with their contact in the firm.
8.2	For non-contentious work (generally non-court work) a complaint can be made to the Legal Ombudsman. Alternatively, you may have the right to have the bill of costs assessed by the court. You may have to pay the court fee of applying to have the bill assessed.	11.2	We will never email you to change our bank account details. If you receive any email(s) purporting to be from us and relating to financial transfers, you must assume these are fraudulent communications; do not act on them and report them as soon as possible to us and to the

Police. If you ignore this warning and send monies to a different account from the one set out in the PDF attachment then we will not be liable for any losses.

11.3 If relevant to your matter, we will ask you for the account details of where funds should be transferred to you at the appropriate time at our first meeting or the outset of your matter. It is our policy to do this in person (as far as possible) and to obtain evidence in support (such as bank statements, which may be required in any case to comply with our Money Laundering Regulations (see paragraph 6)). It is our policy never to accept these instructions or any subsequent changes in bank account details by email and to only accept this and other non-face to face communications (letter, phone call etc) after authenticating this with you in person or by a telephone call initiated by us and using the agreed contact number you provide to us at the outset of this retainer. We accept no liability for delays as a result of this due diligence and expect full co-operation and timely responses in validating or refuting any such instructions.

11.4 In relation to property transactions, in order to protect both you and (if applicable) your lender, we may consider it necessary check the identity of the other party's conveyancer using a service provided by Lawyer Checker. Lawyer Checker allows us to check the account details of the other party's conveyancers against a database of previous conveyancing transactions. The results provided by the service will help us to better assess the risk associated with sending your money. The cost of this check is £18 plus VAT. Unless you specifically authorise us not to do this check, we will carry it out and include it on your completion bill.

## 12 Limiting Liability

12.1 Unless agreed to the contrary in writing by a member, we limit our liability to you or to any third party in respect of any claims for negligence, breach of fiduciary duty or breach of contract by Rutherford's LLP which you may make against us arising out of any matters we handle on your behalf to a sum not exceeding £3 million in relation to any event or series of events. You agree that the limitations on our liability as set out in this section are reasonable amounts having regard to the availability and cost of professional indemnity insurance and the risks we assume in carrying out the work compared to the fees we receive. This sum includes any damages costs and interest that may be awarded against us.

12.2 As Rutherford's LLP is a Limited Liability Partnership, any claim that you may wish to make will be against Rutherford's LLP and not against the members in their personal capacity.

12.3 If we are jointly and severally liable to you with any other party we shall only be liable to pay you the portion which is found to be fair and reasonable due to our fault. We shall not be liable to pay you the portion which is due to the fault of another party.

12.4 These limits on our liability shall apply to work done under this contract and any future work unless we agree different terms with you.

12.5 Nothing in these terms shall exclude, restrict or prevent action in respect of any liability arising from fraud or dishonesty or other liabilities which cannot lawfully be limited or excluded. In addition, nothing in these terms seeks to limit or exclude our liability for death or personal injury caused by negligence, or for fraud or fraudulent misrepresentation.

12.6 We will not be liable for any losses, liability, costs and expenses arising out of any default or negligence of any third parties which Rutherford's LLP may instruct on your behalf.

## 13 Documentation/ Personal Data

13.1 After completion of your matter, we will retain your file in electronic and/or paper format in accordance with our legal and regulatory obligations for the following periods:

Document Type	Minimum Retention Period
Client files (general legal work)	7 years
Conveyancing files	15 years
Wills, LPAs	Indefinitely
Probate	12 years
Trust documents	Indefinitely
PI files involving child under 18	6 years after child's 18 <sup>th</sup> birthday

13.2 During such retention period, personal data processed by us will be kept secure and transferred (if necessary) in compliance with the requirements under Article 32 of the General Data Protection Regulations (GDPR).

13.3 After completing your work, we are entitled to retain your papers and documents whilst money is owing to us. Thereafter, we will keep our file of papers (except for any of your papers which you ask to be returned to you) in accordance with paragraph 13.2 above.

13.4 We may charge a fee for administration and archiving. You will be notified in writing if such a fee applies.

13.5 No charge will be made to you for storing papers, wills or deeds unless prior notice in writing is given to you of a charge to be made from a future date which will be specified in that notice.

13.6 We do not normally make a charge for retrieving stored papers or deeds in response to continuing or new instructions to act for you. However, we reserve the right to make a charge based on the time we spend on reading papers, writing letters or other work necessary to comply with the instructions. This may include a charge for photocopying. We reserve the right to charge an administrative fee to cover the cost of retrieving a will if we are not instructed to handle the probate and administration of the estate.

13.7 We may indefinitely keep any information about you and your matter in digital format.

## 14. Communications and Level of Service

14.1 Where appropriate, it is our practice to utilise internet and email links to send documents. Although this is an extremely effective means of communication, we are unable to guarantee the security and confidentiality of material sent over the internet. We ask you to let us know if you do not want us to communicate with you via the internet. We check all communications we receive with anti-virus software, but again cannot guarantee that documents will be free from corruption. We recommend that you also use your own anti-virus software.

14.2 We will update you regularly by telephone, email or in writing (as you prefer) with progress on your matter. We will communicate with you in plain language. We will explain to you the legal work required as your matter progresses. We will update you on the cost of your matter at agreed intervals. 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. We will update you on the likely

timescales for each stage of this matter and any important changes in those estimates. We will also continue to review whether there are alternative methods by which your matter can be funded.

14.3 Both Rutherford's LLP and you (as the client) have responsibilities. Our responsibilities include to review your matter regularly, to advise you of any changes in the law and to advise you of any circumstances and risks of which we are aware or consider to be reasonably foreseeable that could affect the outcome of your matter. Your responsibilities include to provide us with clear, timely and accurate instructions, to provide all documentation required to complete the transaction in a timely manner, and to safeguard any documents that are likely to be required in the legal process.

## 15. Anti-Discrimination

We acknowledge our legal obligations in all areas of work and offer equal access to legal advice to all persons irrespective of disability, race, racial group, colour, ethnic or national origin, nationality, gender, marital status, religion or belief, sexual orientation or age.

## 16. Financial Services

16.1 We are not authorised by the Financial Conduct Authority to provide investment services. However, as we are regulated by the Solicitors Regulation Authority, we may be able to provide certain limited investment services where these are closely linked to the legal services which we provide.

16.2 We are included on the register maintained by the Financial Conduct Authority so that we can carry on insurance mediation 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 EPF register can be accessed via the Financial Conduct Authority's website at [www.fsc.org.uk](http://www.fsc.org.uk).

## 17. Data Protection

17.1 Rutherford's LLP is governed by the provisions of the General Data Protection Regulation (GDPR). Personal data may be stored or processed by us to enable us to provide legal services to you, perform our obligations and improve our services.

17.2 In order to access the information which we are holding for you, you have the right to make a 'Subject Access Request' (SAR). We will aim to respond to any SAR within 30 days and there will usually be no charge associated with such request.

17.3 In the event of a data breach during the processing of personal data, you will be notified without undue delay and we will provide assistance in order to comply with Article 28(f) of GDPR.

17.4 These terms of business should be read in conjunction with our Privacy Notice which appears on our website.

17.5 The firm's Data Protection Officer is Stephen Wengraf. Please contact him on 01827 311411 or [s.wengraf@rutherfordslegal.com](mailto:s.wengraf@rutherfordslegal.com) to make a SAR, request a copy of our Privacy Notice or if you have any other queries regarding data protection.

## 18. Jurisdiction

18.1 The terms of our engagement shall be governed by and construed in accordance with the laws of England and the parties submit to the exclusive jurisdiction of the English Courts.

18.2 Each provision of these terms of business and our letter of engagement is severable and distinct from every other provision. If any such provision is or becomes illegal, invalid or unenforceable in law that shall not affect the legality, validity or enforceability of any other provision of these terms of business or of our letter of engagement.

## 19. Quality Assurance

19.1 Rutherford's LLP is accredited by Lexcel - the Law Society's Practice Quality Standard.

19.2 As part of our commitment to provide a high quality service, we may from time-to-time be subject to external quality assessment audits which require access to client files which would otherwise be confidential. If you do not wish any of your files to be subject to this quality assurance process you should notify us in writing.

19.3 We routinely carry out internal quality reviews on files to ensure that our high standards of service are maintained. If you consider that our service could be improved or if you are dissatisfied with any aspect of the service you have received, please let us know.

19.4 As part of our commitment to client care, we operate a complaints handling procedure. The letter of engagement confirms the lawyer with responsibility for your matter and the designated Complaints Handling Manager in accordance with paragraph 5.

19.5 If you have any concerns with regard to any part of our service which cannot be resolved with the lawyer handling your matter, then you should speak to the designated Complaints Handling Manager.

## 20. Rights of Third Parties

20.1 The terms of our engagement contained in these terms of business and in our letter of engagement, as may be varied from time to time, are between you and Rutherford's LLP. No other party shall have any rights under the Contract (Rights of Third Parties) Act 1999 to enforce any term.

20.2 Advice which we give to you must not be passed onto others without our prior written consent. No third-party rights are created by these terms or our letter of engagement in the absence of express agreement to the contrary. The advice which we give is confidential and for the exclusive use of our client/s.

20.3 For the avoidance of doubt it is not intended by the parties that anything in these terms of business or any other agreement or arrangement between us which may be construed as conferring a benefit on any person who is not a party to this agreement shall be enforceable by such party.

20.4 You agree not to make our work available to third parties without our written permission and we accept no responsibility to third parties for any aspect of our professional services or works made available to them.

## 21. Non-Solicitation of Staff

21.1 You shall not during the course of any individual retainer or within a period of six months of the conclusion of that retainer seek to solicit the employment of any of our members or employees (in whatever capacity) without our prior written consent.

## 22. Amendment of Terms

22.1 We may by one month's written notice to you modify these terms from time-to-time to reflect our current practice

and/or changes to professional and other regulatory requirements which we are obliged to meet.

**23. Termination of Instructions**

- 23.1 You may terminate your instructions at any time by notice in writing.
- 23.2 We will not terminate our engagement with you except for good reason in accordance with the Law Society's guidelines and upon giving you reasonable notice. This may happen if, for example, a conflict of interest arises, our bills are not paid in full on the date you should have paid them, you fail to make payments on account of anticipated costs and disbursements when requested; or if we are unable to agree a revised estimated fee, fixed fee, fee cap or minimum amount with you where the circumstances and/or your requirements change and unforeseen additional work becomes necessary.
- 23.3 If instructions are terminated for whatever reason, you will be liable for all fees and disbursements up to the date of termination of our instructions, plus any fees and disbursements for work necessary in connection with the transfer of the matter to another adviser of your choice and/or removing ourselves from the court record.
- 23.4 Where we have given you a fixed price quotation and the matter does not proceed to completion, we will, unless otherwise agreed, charge you for work done (assessed on the basis of time spent) and disbursements incurred on your behalf up to the date our work finished.

**24. Force Majeure**

- 24.1 Neither you nor we shall be liable for any failure to perform, or delay in performing, any obligations (other than payment and indemnity obligations) if, beyond the control of either yourself or this firm, the performance of this contract becomes impossible through acts of terrorism, fuel strikes, pandemics, severe weather, computer failure, power supply, Government action or the significant absence of personnel due to illness or injury.
- 24.2 In the event that a party cannot perform their obligations as a result of force majeure for a continuous period of four weeks, the other party may, at its discretion, terminate the retainer by written notice at the end of that period. In the event of such termination, the parties shall agree upon a fair and reasonable payment for all services provided up to the date of termination. Such payment shall take into account any prior contractual commitments entered into in reliance on the performance of this retainer.

**Rutherford's Legal LLP**