

## Terms of Business

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### 1. Definitions

- 1.1. **Contract:** means the agreement between *you* and the firm as set out in the terms of business, client care letter and any other documents referred to within either the terms of business or the client care letter.
- 1.2. **The firm or this firm:** mean Fairstep Solicitors Limited and not any individual or group of individuals within the firm.
- 1.3. **These terms:** means these Terms of Business.
- 1.4. **We, us and our** (and other relevant first person terms): means Fairstep Solicitors Limited.
- 1.5. **You:** means each and every party to this contract (other than us).
- 1.6. In relation to the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013:
  - a) **Consumer:** means an individual acting for purposes which are wholly or mainly outside of that individual's trade, business, craft or profession.
  - b) **Trader:** means a person acting for purposes relating to that person's trade, business, craft or profession, whether acting personally or through another person acting in the trader's name or on the trader's behalf. The firm is a trader for the purposes of these regulations.
  - c) **Distance contract:** means a contract concluded between a trader and a consumer under an organised distance sales or service-provision scheme without the simultaneous physical presence of the trader and the consumer, with the exclusive use of one or more means of distance communication up to and including the time at which the contract is concluded.
  - d) **Off-premises contract:** means a contract between a trader and a consumer which is any of these:
    - i) A contract concluded in the simultaneous physical presence of the trader and the consumer, in a place which is not the business premises of the trader;
    - ii) A contract for which an offer was made by the consumer in the simultaneous physical presence of the trader and the consumer, in a place which is not the business premises of the trader;
    - iii) A contract concluded on the business premises of the trader or through any means of distance communication immediately after the consumer was personally and individually addressed in a place which is not the business premises of the trader in the simultaneous physical presence of the trader and the consumer;
    - iv) A contract concluded during an excursion organised by the trader with the aim or effect of promoting or selling goods or services to the consumer.
  - e) **Conclusion of the contract:** means the date from which *you* continue to provide us with instructions following receipt of our terms.
  - f) **Cancellation period:** means 14 days from the day of the conclusion of the contract.

**2. Terms of Business**

- 2.1. *These terms* may not be altered unless agreed in writing by Patrick Cooney
- 2.2. *You* should read *these terms* carefully, along with your client care letter any other documents referred to within that client care letter, as these documents set out the basis on which *we* will provide services to *you* and form the *contract* between *us*.
- 2.3. By accepting *these terms*, *you* are entering into a *contract* with *the firm*.

**3. Instructions**

- 3.1. If *we* are advising more than one person (whether individuals, companies or other entities), *we* will, unless otherwise agreed in writing, act for those persons jointly and severally.
- 3.2. If *you* are instructing *us* jointly, it is your responsibility to tell *us* straightaway if *you* require more than one person to give *us* instructions in relation to your matter. Otherwise, *we* will accept instructions from any one person.
- 3.3. If *you* are a company or other commercial entity, it is your responsibility to tell *us* at the outset if *you* require more than one Director (or equivalent) to give *us* instructions.

**4. Information about this firm**

- 4.1. *The firm's* contact details are:
  - a) **Name:** Fairstep Solicitors Limited trading as Fairstep Solicitors.
  - b) **Constitution:** registered in England and Wales with company number 10760497.  
A list of Directors is available for inspection at *our* registered office.
  - c) **Address:** 174-176 Hamilton Road, Felixstowe, IP11 7DU.
  - d) **Contact number:** 01394 277 941
  - e) **Email:** info@fairstep.co.uk
  - f) **Website:** www.fairstep.co.uk
  - g) **Hours of business:** 9:00am to 5:00pm
  - h) **VAT number:** 496 8395 71
- 4.2. *We* are authorised and regulated by the Solicitors Regulation Authority (SRA) and *our* SRA ID number is 638826. This means that *we* are required to comply with a number of professional rules set out in the SRA Handbook which *you* can view at <https://www.sra.org.uk/handbook/>. Alternatively, *you* can contact the SRA at 'Solicitors Regulation Authority, The Cube, 199 Wharfside Street, Birmingham, B1 1RN' or by calling the SRA's contact centre on 0370 606 2555 (inside the UK).
- 4.3. The SRA Indemnity Insurance Rules, in force from time to time, require *us* to take out and maintain Professional Indemnity Insurance with participating insurers. Information about the compulsory layer of Professional Indemnity Insurance *we* carry, including the contact details of *our* insurers and the territorial coverage of *our* insurance, are available in hard copy at *our* registered office or made available upon request.

**5. Our charges**

- 5.1. The basis for *our* charges will be set out in your client care letter.
- 5.2. **Fixed fee services:**
  - a) If *we* charge on a fixed fee basis, this is based on the assumption that the work will be completed without any complications arising. If any unforeseen additional work is required, or if *you* change *your* instructions to *us*, *we* will either provide a revised fixed fee or agree that any additional work will be charged at the hourly rate of the person dealing with your matter. In either case, *we* will not carry out any further work until any changes to *our* original estimate have been agreed in writing.
- 5.3. **Hourly rate services:**
  - a) If *we* charge on an hourly rate basis, hourly rates vary according to the experience of the person handling your matter. The hourly rates that apply to your matter are set out in your client care letter.
  - b) *We* review *our* hourly rates from time to time, *we* will notify *you* in writing of any increase.
  - c) *You* will be charged for time spent on your matter which will include: any meetings with *you* (and any third parties); considering, preparing and working on papers; correspondence; making and receiving telephone calls; research; internal consultations; and travelling. Time is recorded and charged in six-minute units at the applicable hourly rate. Therefore, this is the minimum amount of time *we* will charge for any piece of work undertaken on your matter.
  - d) *We* add VAT to *our* fees at the applicable at the time that the work is completed.
  - e) Where *we* give *you* an estimate of costs, it is a guide to assist *you* in budgeting for your legal costs and is not fixed. *We* will do *our* best to keep *you* updated with the best costs information that *we* are able to provide at any one time. If *you* would like to agree a ceiling figure, above which *we* will not incur any further costs without your consent, please let *us* know as soon as possible.

**6. Disbursements**

- 6.1. All disbursements (expenses) which *we* incur in working on your matter will be payable by *you* in addition to *our* charges. Examples of these expenses include but are not limited to Land Registry and Companies House fees; search fees; Stamp Duty Land Tax (and similar taxes); fees charged by experts, agents, couriers and barristers; court fees; travel expenses

and subsistence; international telephone calls; use of on-line databases; and telegraphic transfer fees. VAT is payable on certain expenses, which *you* will need to pay in addition.

## **7. Paying our bills**

- 7.1. The frequency of billing will depend on the nature of a matter. The frequency of billing for your matter is set out in your client care letter.
- 7.2. Where we ask you for payment on account (payment in advance of us carrying the work out), we are not obliged to carry out any work on your matter until that payment has been made.
- 7.3. You must tell us straightaway if you have any form of legal expenses insurance that you think might pay for our bills.
- 7.4. If a third party agrees to pay our bills, you will remain responsible to us for payment until those bills have been paid in full.
- 7.5. Unless agreed otherwise, our bills are payable within 30 days of delivery. If we do not receive payment during this time, then we reserve the right to charge you interest on the outstanding amount at a rate which is 5%. We may also retain any papers and documents belonging to you while payment for our bills is outstanding.
- 7.6. All bills, whenever they are submitted, will be for final bills for the period to which they relate but this does not prevent us from invoicing you for expenses for that period on a subsequent bill.
- 7.7. If we are providing services to more than one person whether individuals, companies or entities and we are asked to deliver bills only to one person, those bills will remain payable in full by all persons that we provide services to under this contract.
- 7.8. Where we hold money on your behalf, because we have received funds on your behalf or you have made payment on account, we may use this money towards payment of our bills. We will advise you if we do this.
- 7.9. You can make a complaint about a bill using the firm's complaints procedure which is available upon request. You may also have the right to complain to the Legal Ombudsman (see clause 20.6) or to apply to the court for an assessment of the bill under part III of the Solicitors Act 1974.

## **8. Your money**

### **8.1. Interest Policy:**

- a) Where we hold money in a client account for you, the SRA Accounts Rules require us to account to you for interest where it is fair and reasonable to do so in all the circumstances.
- b) Our interest policy shall be kept under review and may change if the bank of England base rate increases or decreases.
- c) For cleared funds paid into a client account, the firm shall account for interest unless one of the following circumstances apply.
  - i. The amount of interest calculated on the balance held is £20.00 or less; or
  - ii. The client money was held in cleared funds in client account for a period of five working days or less.
- d) We will usually account to you for interest under our interest policy at the conclusion of your matter.

### **8.2. Banking:**

- a) The firm operates its client accounts through Barclays Bank Plc.
- b) It is unlikely that we will be held liable for losses resulting from a banking failure.
- c) The Financial Services Compensation Scheme (FSCS) is the UK's statutory compensation scheme for customers of deposit providers (banks, building societies, etc.). The FSCS can pay compensation (up to £85,000) to consumers if a deposit provider is unable, or likely to be unable, to pay claims against it. Some temporary high balances (up to £1,000,000) are also covered for up to six months; these relate to balances in transactions involving property, marriage, divorce, redundancy, unfair dismissal, personal injury, a legacy from an estate of a deceased person or money held on behalf of a deceased person for the purpose of administering their estate. Please ask for further details if you require them.
- d) The £85,000 FSCS limit applies to an individual client, so if you hold other personal monies in the same deposit-taking institution as our client account, the limit remains £85,000 in total. Some deposit-taking institutions have several brands, i.e. where the same institution is trading under different names, so you should check with your deposit provider, the FCA or a financial adviser for more information. Further information regarding the FSCS can be found at [www.fscs.org.uk](http://www.fscs.org.uk), telephone number 0800 678 1100 or 020 7741 4100.
- e) If a banking failure occurs in relation to any deposit provider which holds money that we have deposited on your behalf, you agree that we may, where applicable, disclose to the FSCS all relevant details in our possession about you and the money that we hold on your behalf with such a deposit provider. However, if you do not wish us to make any such disclosure, please notify us by writing to our Data Protection Compliance Officer, Aiden Jakubik. Please note that by withholding consent to our disclosure of your details to the FSCS in such circumstances, you may forfeit any right you may have to receive compensation from the FSCS where a banking failure occurs in relation to a deposit provider holding money which we have deposited on your behalf.

## **9. Limitation of Liability**

- 9.1. Our liability to you for a breach of your instructions shall be limited to £3,000,000.00 (Three million pounds), unless we expressly state a higher amount in the letter accompanying these terms of business. We will not be liable for any consequential, special, indirect or exemplary damages, costs or losses, or any damages, costs or losses attributable to lost profits or opportunities.

9.2. We can only limit *our* liability to the extent the law allows. In particular, we cannot limit *our* liability for death or personal injury caused by *our* negligence.

Please ask if *you* would like *us* to explain any of the terms above.

## **10. Rights of third parties**

10.1. Unless permitted to do so by law or *our* professional rules, a person who is not a party to this *contract* shall not be entitled to enforce any of its terms.

## **11. Storage of documents**

11.1. After completing the work, we may be entitled to keep all your papers and documents while there is still money owed to *us* for charges and disbursements.

11.2. We will normally keep *our* physical file of papers for up to 6 years, except those papers that *you* ask to be returned to *you*. We keep files on the understanding that we can destroy them 6 years after the date of the final bill without requiring further reference to *you*. We will not destroy documents *you* ask *us* to deposit in safe custody. We may consider storing documents in an electronic format and we will assume that *you* have no objection to the electronic storage of *our* file nor the destruction of original documents unless *you* notify us otherwise prior to the conclusion of your matter. If *you* do not want us to store documents electronically, we will forward the hard copy papers held to your last known address and *our* responsibility for those documents will cease.

11.3. If we take papers or documents out of storage in relation to continuing or new instructions to act for *you*, we will not normally charge for such retrieval. However, we may charge *you* for: time spent producing stored papers that are requested; and reading, correspondence or other work necessary to comply with your instructions in relation to the retrieved papers. Unless otherwise agreed with *you* in writing, those charges will be at *our* hourly rates applicable at that time.

## **12. Confidentiality and Data Protection**

12.1. *Our* use of your information is subject to your instructions, the Data Protection Act 2018, General Data Protection Regulation and *our* duty of confidentiality. Therefore, we keep information passed to *us* confidential and will not disclose it to third parties except as authorised by *you* or required by law. However, if on your instruction, we are working with other professional service providers (such as expert witnesses or other professional advisors). Please advise if you are happy for us to do this on our Form of Acceptance.

12.2. The firm is the data controller (for the purposes of the Data Protection Act 2018 & General Data Protection Regulation) of personal data that you provide to *us*. This means that the firm has a duty to comply with the provisions of the Data Protection Act 2018 & General Data Protection Regulation when processing *your* personal data. The firm has appointed Aiden Jakubik as its Data Protection Officer and he/she is responsible for overseeing the firm's compliance with the Data Protection Act 2018 & General Data Protection Regulation.

12.3. We use the information *you* provide primarily for the provision of legal services to *you* and for related purposes including (but not limited to): updating and enhancing client records; analysis to help *us* manage *our* practice; statutory returns; and legal and regulatory compliance.

12.4. If *you* are an individual, *you* have rights under the Data Protection Bill. These rights are:

- **The right to be informed** - To request a 'subject access request' (SAR) please email the supervisor of your matter of your matter or emailing our DPO Aiden Jakubik (aiden@fairstep.co.uk) with the details of your matter and the data that you want to have access. We will ensure that the subject access request has been completed within 30 days.
- **The right of access** - To request a 'subject access request' (SAR) please email the supervisor of your matter of your matter or emailing our DPO with the details of your matter and the data that you want to have access. We will ensure that the subject access request has been completed within 30 days.
- **The right to rectification** - Please contact the supervisor of your matter to rectify any information that we hold. In some cases, we may ask to see proof of this change of data.
- **The right to erase** - To request to erase any data that we hold on you please contact your supervisor or the DPO. Please also bear in mind if we are in the middle of a matter this may affect our capability to act for you. If this is the case, we will discuss this with you.
- **The right to restrict processing** - To request a restriction of processing please notify your supervisor or our DPO who will contact you to discuss the requirements of your requested restriction. Please bear in mind that some restrictions may prevent us from acting on your behalf. If this is the case, we will discuss this with you.
- **The right to data portability** - To request this please contact your supervisor or the DPO who will discuss the format you would like your data in when you make a SAR.
- **The right to object** - If you wish to the objection of any processing (irrelevant if consent has been provided previously). Please contact the supervisor of your matter or the DPO who will discuss your needs with you and action your request. Bear in mind, depending on the extent of the request this may prevent us from acting on your matter.
- **Rights in relation to automated decision making and profiling** - The firm does not conduct any automated decision making or profiling.

12.5. These rights are not absolute however there are some cases where our legal obligation overrides data subject rights. (For example, keeping data for anti-money laundering purposes, notifying the NCA of any money laundering suspicions without notifying you).

12.6. We retain data as needed under the Data Protection Act 2018 & General Data Protection Regulation. The timescales are explained in clause 11.2.

12.7. Should *you* have any queries concerning these rights, please contact *our* Data Protection Officer.

**13. Disclosure of information for property transactions**

13.1. If we act for *you* and your lender, we have a duty to fully reveal to your lender or HM Revenue and Customs all relevant facts about your purchase, your mortgage and what makes up the purchase price. Your continuing instructions amount to your consent to *us* to disclose all relevant information to your lender and to HM Revenue and Customs. This includes any difference between your mortgage application and information *you* or *we* receive during the transaction including any cash back payments or discount schemes or other incentives that the seller is providing or allowing or giving to *you*.

13.2. *You* must disclose all information which may affect your liability for stamp duty land tax or other stamp duty (duty) as we can then ensure *you* pay the correct duty. If *you* fail to disclose all information (and if in doubt, please disclose it as it can be discounted if it is not relevant) *you* must accept full liability for any penalties or action or other proceedings that any authority may take against *you* for failing to disclose information which resulted in a duty or greater liability to pay such duty.

**14. Equality & Diversity**

14.1. We are committed to eliminating discrimination and encouraging equality and diversity in our own policies, practices and procedures and in those areas in which we have influence. A copy of our Equality and Diversity Policy is available on request.

14.2. In developing and implementing our Equality and Diversity policy, we will comply with the Solicitors Code of Conduct 2011 and with all current and future anti-discrimination legislation, associated Codes of Practice and any relevant amendments or re-enactments of such legislation/Codes of Practice or future Codes of Practice.

**15. Security of communications**

15.1. Where *you* provide *us* with fax or computer network addresses for sending material to, we will assume, unless *you* tell *us* otherwise, that your arrangements are sufficiently secure and confidential to protect your interests.

15.2. The Internet is not secure and there are risks if *you* send sensitive information in this manner or *you* ask *us* to do so. Data we send by email is not routinely encrypted, so please tell *us* if *you* do not want *us* to use email as a form of communication with *you* or if *you* require data to be encrypted.

15.3. We will take reasonable steps to protect the integrity of *our* computer systems by screening for viruses on email sent or received. We expect *you* to do the same for your computer systems.

15.4. It is very unlikely that we will change *our* bank account details during the course of your matter. In any event, we will never contact *you* by email to tell *you* that *our* details have changed. If *you* receive any communications purporting to be from this firm, that *you* deem suspicious or have any concerns about (however slight), please contact *our* office straightaway.

**16. File auditing and vetting**

16.1. The firm may become subject to periodic audits or quality checks by external firms, companies or organisations. This could mean that your file is selected for checking. It is a specific requirement imposed by us that these external firms, companies or organisations fully maintain confidentiality in relation to any files and papers which are audited/ quality checked by them. Please indicate whether or not you are happy for your file to be selected for file auditing and vetting on the enclosed Form of Acceptance. If you do not provide us with consent to make your file available for checking, your refusal will not affect the way your matter is handled in any way.

**17. Referrals to third parties**

17.1. If we recommend that *you* use a particular firm, agency or business, we shall do so in good faith and because we believe it to be in your best interests. However, if that particular firm is not another firm of solicitors, then *you* will not be afforded the regulatory protection of the Solicitors Regulation Authority (SRA), the SRA's Code of Conduct and SRA Indemnity Insurance Rules, nor shall *you* be entitled to the benefit of the SRA Compensation Fund.

**18. Anti-Money Laundering**

18.1. In accordance with the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 ('the Regulations'), we are required to:

- a) Obtain information about a client's identity and to verify that information;
- b) Obtain identity information about people related to a client (such as beneficial owners), where relevant, and at time verify that information; and
- c) Continue to monitor the transaction and keep identity information up-to-date.

18.2. We shall inform *you* in your client care letter whether the Regulations apply to your matter.

18.3. To comply with the law, we need to get evidence of your identity as soon as possible. *Our* practice is to:

- a) In the case of individuals (including Directors, Secretaries and Share Holders of a Company or Members of a Limited Liability Partnership), we require to see and keep a photocopy of a Passport, Photo Driving Licence, or National Identity Card (or similar document) as evidence of your identity and a recent utility or council tax bill (or similar type of document) as additional evidence of your address. We need to see original documents and will discuss with *you*, acceptable documents and methods of certification if the original is not available.
- b) For all companies we will carry out a search of Companies House (or similar registry in foreign jurisdictions) and may ask for further information.
- c) For non-listed companies and other organisations, we will also require the evidence for individuals for one or more Directors, Company Secretaries, Shareholders, Partners or other persons authorised to represent the organisation.
- d) For other legal entities we will inform *you* of the evidence required to confirm identity.



18.4. We are professionally and legally obliged to keep your affairs confidential. However, we may be required by law to make a disclosure to the National Crime Agency where we 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 working on your matter for a period of time and may not be able to tell you why.

18.5. We will not accept any liability for any loss caused to you or any other party as a result of our refusal to proceed with a matter or transaction or otherwise complying with our legal obligations.

## **19. Financial services**

19.1. We are not authorised by the Financial Conduct Authority. However, we are included on the register maintained by the Financial Conduct Authority so that we can carry on insurance distribution activity, which is broadly the advising on, selling and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by Solicitors Regulation Authority. The register can be accessed via the Financial Conduct Authority website at [www.fca.org.uk/register](http://www.fca.org.uk/register).

19.2. The Law Society is the designated professional body for the purposes of the Financial Services and Markets Act 2000, but responsibility for regulation has been delegated to the Solicitors Regulation Authority (the independent regulatory body of the Law Society), and responsibility for handling complaints has been delegated to the Legal Ombudsman. If you are unhappy with any insurance advice you receive from us, you should raise your concerns with either of these bodies.

19.3. The limited regulated activities that we carry out are issuing certain insurance policies, such as after the event legal expenses insurance, defective title insurance and other property indemnity insurance (such as breach of covenant, absence of easement, lack of planning permission, unknown rights and covenants policies).

19.4. Any insurance policy arranged by us on your behalf, shall, in our opinion, be adequate to meet your needs, but you are hereby informed that we do not recommend any policy over and above any other and that it is your responsibility to check that you are satisfied with the excess levels, exclusions, limitations and other policy terms. We do not conduct a fair analysis of the insurance market prior to arranging insurance policies. You can request details of the insurance undertakings with which we conduct business at any time.

19.5. You must provide us with details of any relevant existing insurance policies you may have at the outset. We will not be liable to you for any losses you sustain as a result of your failure to provide us with such details.

## **20. Complaints**

20.1. This firm is committed to high quality legal advice and client care. If you are unhappy about any aspect of the service you have received, please contact Patrick Cooney, who is the Managing Director at this firm on 01394 277 941 or [patrick@fairstep.co.uk](mailto:patrick@fairstep.co.uk) or by post to our registered office. We have a procedure in place which details how we handle complaints which is available on request.

20.2. We have eight weeks to consider your complaint. If we have not addressed it within this time, you may complain to the Legal Ombudsman.

20.3. 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 to the Legal Ombudsman within six months of receiving a final written response from us about your complaint or within six years of the act or omission about which you are complaining occurring (or if outside of this period, within three years of when you should reasonably have been aware of it).

20.4. You should also be aware that, when your complaint relates to a bill, the Legal Ombudsman will not consider your complaint while your bill is being assessed by a court.

20.5. A complainant to the Legal Ombudsman must be one of the following:

- a) An individual;
- b) A micro-enterprise as defined in European Recommendation 2003/361/EC of 6 May 2003 (broadly, an enterprise with fewer than 10 staff and a turnover or balance sheet value not exceeding €2 million);
- c) A charity with an annual income less than £1 million;
- d) A club, association or society with an annual income less than £1 million;
- e) A trustee of a trust with a net asset value less than £1 million; or a personal representative or the residuary beneficiaries of an estate where a person with a complaint died before referring it to the Legal Ombudsman.

20.6. Legal Ombudsman Contact Details:

- a) Address: PO Box 6806, Wolverhampton, WV1 9WJ
- b) Telephone: 0300 555 0333
- c) Email: [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk)
- d) Website: [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk)

20.7. The firm is committed to ensuring that all Directors, Consultants and Employees give their full co-operation to the Legal Ombudsman in the event of any dispute or complaint against the firm.

## **21. Online Dispute Resolution (ODR)**

21.1. If you are a client and we have made a contract with you by electronic means (website, email, etc.) you may be entitled to use an EU online dispute resolution service to assist with any contractual dispute you may have with us. Details of this service may be found at <http://ec.europa.eu/odr>. Our email address for the purposes of using this service is [info@fairstep.co.uk](mailto:info@fairstep.co.uk).

**22. Alternative Dispute Resolution (ADR)**

22.1. Alternative complaints bodies (such as Ombudsman Services (<https://www.ombudsman-services.org/>), ProMediate (<http://www.promediate.co.uk/>) and Small Claims Mediation (<http://www.small-claims-mediation.co.uk/>) exist which are competent to deal with complaints about legal services should both you and our firm wish to use such a scheme.

**23. Termination**

23.1. You may end this *contract* (and therefore, your instructions to us) at any time by writing to us by post or email (see clause 4.1 of *these terms* for details). However, we may be entitled to keep all of your documents and deeds while there is money owing to us (including charges and disbursements which have not yet been billed).

23.2. We may end this *contract* (and, therefore, cease acting for you) in relation to any matter or all of your matters. We will only do this where we believe we have a good reason and upon informing you in writing. Examples of a good reason include where you have not given us sufficient instructions, where you have not provided appropriate evidence of identification or we reasonably believe that the relationship between you and us has broken down.

23.3. If your matter does not conclude, or we are prevented from continuing to act because of our legal obligations or our professional rules, we will charge you for any work we have actually done. Our charges will be based on our hourly rates applicable at that time (and where a fixed fee has been agreed, the charges will not exceed that fixed fee).

23.4. If we cease acting for you, we shall (where relevant) inform the court or tribunal that we no longer act for you and shall apply to be removed from their records. We may charge you for doing so at our hourly rates applicable at that time.

**24. Cancellation rights**

24.1. If you are an individual *consumer* (and not a business entity) and if our *contract* with you is a 'distance contract' or an 'off premises contract', you have the right to cancel this *contract* within 14 days from the day of the conclusion of the *contract* (the 'cancellation period'). This right exists in accordance with The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. Please refer to clause 1 for key definitions.

24.2. This right will typically exist where we take instructions from you outside of our offices, for example during a visit to you, or by a means of distance communication such as over the telephone or by email. However, if you are unsure whether these cancellation rights apply to you, please contact us immediately upon receipt of *these terms*.

24.3. Please refer to the cancellation notice at the end of *these terms* for further information about your right to cancel and the conditions attached to the same.

24.4. **Where cancellation rights apply under these regulations, we will not start work on your file for 14 days from the day of the conclusion of the contract because the regulations prevent us from doing so unless you instruct us otherwise. If you would like our service to start within 14 days of the day of the conclusion of the contract, please sign the enclosed Form of Acceptance, mark the relevant box stating your wishes and return a copy to us.**

24.5. Once we have started work on your file within the *cancellation period*, on your instruction, you will be charged for any work done if you then cancel your instructions. You will have to pay us an amount which is proportionate to the work completed until we receive notice of cancellation from you, in comparison with the full coverage of this *contract*. These charges will be applied on the same basis as set out in clause 5 of *these terms* and where a fixed fee has been agreed, the charges will not exceed that fixed fee.

**25. Applicable law**

25.1. *These terms* and your client care letter shall be governed by, and interpreted in accordance with English law. Any disputes or claims concerning this *contract* and any matters arising from it shall be dealt with only by the courts of England and Wales.

25.2. If any provision of this *contract* is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this *contract* which shall remain in full force and effect.

**Instructions for Cancellation**

**These instructions for cancellation only apply where clause 24 of the Terms of Business applies.**

***Right to cancel***

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 us, Fairstep Solicitors at 174-176 Hamilton Road, Felixstowe, IP11 7DU or [info@fairstep.co.uk](mailto:info@fairstep.co.uk), of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or e-mail). *You* may use the attached 'Cancellation Form', 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 will make the reimbursement without undue delay, and not later than –

- (a) 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.

If *you* requested 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**

**COMPLETE, DETACH AND RETURN THIS FORM**  
**ONLY IF YOU WISH TO CANCEL THIS CONTRACT**

To Fairstep Solicitors Limited of 174-176 Hamilton Road, Felixstowe, Suffolk, IP11 7DU:

I/We [\*] hereby give notice that I/We [\*] cancel my/our [\*] contract for the supply of the following service [\*]:  
Reference number (located at the top of the Client Care Letter/ Form of Acceptance)

.....

Date of initial instructions: .....

Name of consumer(s): .....

.....

Address of consumer(s): .....

.....

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

.....

Date: .....

[\*] Delete as appropriate.