

Introduction

It is our aim to provide the highest quality service to all of our clients, big or small. This document sets out details of the general client care arrangements which we have in place to help us to achieve that aim, and the terms and conditions upon which Gosschalks and any successor practice of ours (“we” or “us”) will conduct business with our clients (“you”).

At the same time as being provided with this document you should also have received, an engagement letter in relation to the specific matter we will be dealing with on your behalf confirming, amongst other things, the fee earner responsible for the matter and information as to how we will charge you for dealing with the matter. An engagement letter may not however be necessary if you are a client providing us with repeat instructions of a similar nature and you are already therefore aware of our arrangements and terms.

In the event of any conflict between the terms and arrangements set out in our engagement letter and those referred to below, the terms of the engagement letter will prevail. By instructing us, you agree to the terms and arrangements set out below, as varied by the terms of any engagement letter which we send to you.

Our Firm and its Regulator

Gosschalks is a firm of solicitors practising from Queens Gardens, Hull, HU1 3DZ. The firm is constituted as a limited liability partnership, Gosschalks LLP, which is registered at Companies House with number OC431300 (“the LLP”) and is regulated by the Solicitors’ Regulation Authority (SRA) under number 670570. Gosschalks is the trading name of the LLP. A list of the members of the LLP is available for inspection at our offices during our normal business hours. Where we refer to “partners” of the firm in this document and elsewhere in communications with you we are referring either to a member of the LLP or an employee or consultant who is a lawyer or with equivalent standing and qualifications. All of the partners, lawyers and staff who are members of or are employed or retained as consultants by the firm are regulated by the SRA, whose Standards and Regulations can be found at <https://www.sra.org.uk/solicitors/standards-regulations/>. If you have any queries surrounding the regulatory protections available to you, please contact the person handling your matter, whose name can be found in the engagement letter accompanying this document, or contact the SRA directly via their website at www.sra.org.uk.

Our Relationship with You

When you instruct us on a new matter, in addition to any advice which we give you, we will discuss and agree with you any action to be taken. We will also give you the best possible information we can about the likely overall cost of your matter and the time it is likely to take to complete it. We will identify which individual or individuals within the firm will be dealing with the matter, their qualifications, their positions in the firm, and by whom they will be supervised. These details will be confirmed in our engagement letter.

We will keep you informed of changes to any of the information provided in our engagement letter and of developments in your matter, as it progresses.

We encourage you to keep in touch with us, particularly if you have any concerns about the progress of your matter or if you have any queries. Please notify us immediately of any change to your instructions and please deal promptly with any questions or queries that we raise with you.

Where appropriate to your matter, we will liaise with your other professional advisers. If your matter is particularly complex, or involves a court hearing, we may need to instruct a barrister to advise or represent you. We may also need to recommend specialist advisers, for example accountants, for areas outside our expertise, taxation being one such example. We will always discuss these issues with you before taking any action.

Duty of Care

For the purposes of the Contracts (Rights of Third Parties) Act 1999, it is confirmed that our services are provided solely for the benefit of you as our client and our Terms and Conditions of Business are enforceable only by you and us (or any successor practice of ours or any permitted assignee of ours) and not by any third party. We shall not be under any duty to, nor have any responsibility towards, any other person in connection with any matter (unless that person is also a client of ours in relation to the matter) even if the objective of your instruction is to confer a benefit upon such a person.

Authority to Give Instructions

You should tell us at the outset of a matter who is properly authorised to give us instructions. Unless advised otherwise, we will assume that we are authorised to accept instructions from any person whom we reasonably believe to have your authority to give instructions to us (this will include, in the case of a corporate entity, any of its directors, officers and employees) and that we may act on instructions given orally, or via electronic communication.

Communications

Please let us know if you have a preferred method of communication e.g. telephone, post or email. Unless we hear from you, we will use whatever mode of communication appears appropriate in the circumstances. Please be aware that neither the safe delivery of email nor the confidentiality of email can be guaranteed. Please note that we may use electronic

communication with third parties in connection with your instructions. You should let us know if you do not wish us to communicate electronically with third parties. If you do not

wish us to communicate electronically this may add to the timescales within which we are able to deal with the matter on your behalf.

Unless you ask us to, we shall not be required to encrypt or password protect any email or attachment sent by us. We do, however, generally use end to end encryption software when sending email. You do not need any additional hardware or software to receive such encrypted emails from us which should display as normal emails. We shall not be responsible for any loss or damage arising from the unauthorised interception, re-direction, copying or reading of any communications between us, including emails and their attachments. We shall not be responsible for the effect on any hardware or software (or any loss or damage arising from any such effect) of any emails or attachment which may be transmitted by us (except where this is caused by our negligence or wilful default).

Where you need to contact us, we aim to return telephone calls as soon as reasonably possible. However, we ask you to accept that, because of other daily work commitments, there may occasionally be some delay. If the person dealing with your matter is not available to speak to you, you can of course leave a message with a secretary or receptionist.

Our Fees

Our fees are calculated in accordance with the value, complexity and importance of your matter and by reference to the time spent on it by us. This will include:

- Preparing for meetings and court hearings
- Meetings with you and others (in person or remotely using technology)
- Writing and receiving letters, emails and other communications
- Advice
- Telephone & other calls
- Drafting documents (including agreements, witness statements etc)
- Considering/reviewing and working on documents
- Court attendance
- Supervision by other fee earners
- Travelling
- Waiting time

We will discuss with you and write to you about the fees and expenses which are likely to be involved in your matter at the outset. Where it is not possible to give an estimate at the outset, our fees will be calculated by applying hourly charging rates to the time spent by the fee earner or fee earners dealing with your matter. Where we cannot give you an estimate, we will give you details of the hourly rates applicable to the fee earners dealing with your matter. Our hourly charging rates are applied in units of 6 minutes. Each routine letter, email or telephone call will therefore be charged as one 6 minute unit. Longer correspondence or telephone calls, and other time spent dealing with your matter, will be charged on the basis of the time actually spent, rounded up to the nearest multiple of 6 minutes.

In addition to these fees, if your case requires copying of documents we also apply the following document charges:

- 25p per A4 page for black and white copying, scanning and faxing of documents (within the UK).
- Overseas faxes are charged at 35p per page and black and white copying of A3 pages is 50p per page.
- Colour reproduction of electronic or hard copy documents is charged at 60p per page for A4 and £1.20 per page for A3.

Typically, these charges will not exceed a modest amount. Where we know there is a likelihood of substantial reproduction costs we will advise you of this in advance and provide you with an estimate of what the charge is likely to be. Other sundry charges include postage, recorded delivery fees, courier charges, taxi fares, travel and accommodation expenses.

We may also incur expenses on your behalf, for example, court fees, oath fees, search fees, Stamp Duty Land Tax, Stamp Duty on share transfers, experts’ or barristers’ fees and the like. These expenses are usually referred to as “disbursements”.

Wherever possible we will try to give you an estimate at the start of your matter of the disbursements which are likely to be involved, unless these are very minor. We will also try to give you an estimate of any disbursements required prior to the point when we propose to incur that disbursement.

If you are eligible for public funding (formerly Legal Aid), we will discuss this with you and advise you of the conditions which will apply to such funding. Other sources of funding – for example, insurance – may sometimes be available and, if so, we will advise you of this.

The firm’s charging rates are reviewed annually (and usually increased) with effect from 1 September in each year. Such increases will automatically be applied to the hourly rates you will pay in relation to your matter. We will advise you of any change.

If you have any query about the way our fees are calculated or about any bill you receive from us, please contact the person dealing with your matter as soon as possible.

Billing Arrangements

We may ask you at the start of your case or matter to pay us money on account, and we may also request further payments on account as your matter progresses.

If your matter does not complete for any reason we will still charge you for the work which we have actually done for you and the fees and expenses which we have incurred on your behalf. Where you have made payments in advance on account of our fees and expenses, these will be offset against your final (statute) bill. We may also issue interim bills as your matter progresses and these will also be taken into account when we issue final (statute) bills. We may issue interim or final (statute) bills by email.

You should be aware that we are entitled to charge interest on the outstanding amount of the bill in accordance with article 5 of the Solicitors' (Non-Contentious Business) Remuneration Order 2009. Our bills are payable within 30 days of date of bill and interest is charged on unpaid bills from that date at the rate payable at the relevant time on court judgment debts (currently 8% per annum). Interest is charged on a daily basis.

We reserve the right to refuse payment of our invoices by credit or debit card.

We reserve the right to stop acting for you if any bill rendered to you has not been paid on time. If this happens, you will still be responsible for paying our fees and expenses incurred up to the time we stop acting for you. If you fail to pay any interim bill or bills, we will issue a final (statute) bill for work done to date and you will remain responsible for paying our outstanding fees and expenses incurred up to the time we stop acting for you (taking into account any sums previously paid). We have the right to sue in respect of any unpaid final (statute) bills, but not in respect of any unpaid interim bills or requests for sums on account. You may have the right to apply to the court for an assessment of a final (statute) bill under the Solicitors Act 1974 (see below), but that right does not exist in respect of interim bills or requests for sums on account.

If you or an entitled person objects in writing to the amount of our bill, you may have the right to have the bill assessed by the court under sections 70, 71 and 72 of the Solicitors Act 1974. To take advantage of this process, you should apply to the court before the expiration of one month from the delivery of our bill, although this period may be extended if the court sees fit. We suggest that you seek **independent** legal advice should you wish to invoke this assessment process.

Your Legal Costs and the Court

If your case involves the court, some or all of your costs may be ordered to be paid by the other party involved, or you may be ordered to pay the other party's costs in addition to our fees and expenses. Any order for costs in your favour is unlikely to reimburse all of the fees and expenses which you will have incurred, and you will still therefore be responsible for paying any balance to us. We will explain this to you in more detail where it applies to your matter.

In most cases, you will remain personally responsible for our fees and expenses if they are not paid by the other party or other funding sources for any reason, even if a court order has been made in your favour. In cases where we enter into a separate Conditional Fee Agreement or Damages Based Agreement with you then your responsibility for our fees and expenses is addressed in that agreement.

Other Fees

There are three other fees which we may charge:

1. Money transfers between banks. We charge £40 plus VAT for each same day electronic transfer. All payments made on your behalf over £500 will be sent by same day electronic transfer unless previously agreed otherwise.
2. SDLT. In property transactions liable for Stamp Duty Land Tax (SDLT), we will notify you in writing if any additional charges need to be levied for completing the necessary Land Transaction Return for HM Revenue and Customs, and for arranging payment of the necessary SDLT.
3. Verification of ID. We charge a fee of up to £15 plus VAT in order to obtain online verification (per person). This process forms part of our Money Laundering obligations (see below).

VAT

VAT will be added on our fees, disbursements, document and sundry charges and other fees as appropriate, at the rate which applies when the work is done.

Money Transfers

We will generally only make money transfers from our client account with prior verbal (and in some instances signed written) confirmation of the destination bank account details from you or your appointed solicitors. We won't be liable in respect of any losses caused as a consequence of any delay in transferring any funds from our client account where we await such verbal and/or signed written confirmation of account details before transmitting funds. We will only transfer monies to an account in your name or in the name of another party involved in the matter (for example, a person from whom you are acquiring an asset or their solicitors) or in accordance with an order of the Court. Where you ask us to transfer monies to an overseas bank account you or the recipient will need to meet all of our bank's and the receiving bank's charges.

We will only accept monies from you into our client account in connection with a matter which we are instructed to deal with on your behalf (including on account of our costs in respect of such matter). Before transferring any money to our client or office account (in payment of our costs) you must verbally confirm our bank account details with the person

handling your matter or our Accounts Team. We won't be liable if you send monies to us in reliance on an email we have sent without you verbally confirming those details with us, as we cannot guarantee the email is genuine and has not been interfered with by a third party.

Payments from Overseas

We do not accept payment from overseas bank accounts (i.e. bank branches located outside the United Kingdom) other than by way of electronic international money transfer.

Clients wishing to make payment from overseas accounts are requested to contact our Cashiers team on 01482 324252 Ext. 203 to obtain the necessary IBAN number. Any currency, exchange, banking or other charges must be deducted by your bank before transmitting cleared funds to us in the sum required, and the transmitting bank should meet any charges imposed by our bank for receipt of the funds.

Confidentiality

We have a strict duty of confidentiality to our clients, and we will only disclose your personal information externally to third parties where reasonably required to deal with your matter, or where we are authorised by you or we are legally required to do so.

In rare circumstances, the professional obligations established by the SRA or the duties that we, as solicitors, owe to the court will override the duty of confidentiality owed to a client. If this risk arises, where possible we will discuss the relevant issues with you, in order to mitigate the risk.

Current legislation also obliges us to disclose suspicion of criminal conduct or financial irregularity to the relevant authorities. This is explained in more detail in the section on "Money Laundering" below.

From time to time some of your personal information may also become known to third parties who are connected with your matter or are engaged by us in connection with the everyday running of our business. Examples include the Solicitors' Regulation Authority (our regulator), our auditors, our insurers, IT systems providers, cost draftsmen, medical and other experts and photocopying service providers.

Any advice which we give you is personal to you and must not be used or relied on by any other person without our prior written consent.

Money Laundering

Solicitors' firms, like banks and building societies, are attractive to money launderers – criminals who sometimes try to hide proceeds of crime by disguising it as legitimate income. The government has introduced legislation to make it more difficult for criminals to make and keep money from their crimes. As part of our compliance with the legislation, we have decided that the maximum amount of cash we will accept from you or any third party is £250. In the event of any attempt to circumvent this policy by depositing cash directly with our bank, we reserve the right to charge for any additional checks we deem necessary regarding the source of the funds.

Under the legislation, we must undertake client due diligence. We are obliged to check and verify your identity at the start of your matter. To fulfil our obligations, we may require you to provide certain documents and we may use electronic searches to verify information against external databases. The search provider is InfoTrack and their privacy policy is available at <https://www.infotrack.co.uk/privacy-policy>. We make a charge per search. By instructing us, you are agreeing to these checks and to us retaining the due diligence information for up to 10 years from the closure of our file or longer where we are required to do so.

We reserve the right to reject funding from a third party in relation to any aspect of your instructions, without having agreed this with you in advance. If we agree to receive funding from a third party in relation to any aspect of your instructions, we reserve the right to make enquiries to satisfy ourselves as to the source of that funding and to charge you for any such enquiries. These may take the form of enquiries to your third-party funder regarding their source(s) of wealth, and you should put any third-party funder on notice of this requirement. Should our additional enquiries fail to satisfy us as to the source of funds, we reserve the right to reject your third-party funding arrangements.

The legislation obliges us in some circumstances to report money laundering activities by clients or others to the relevant authorities. We may also be obliged by the legislation not to tell you if we make such a report about you or about any other party, and we may have to cease acting for you in these circumstances.

By instructing us to act for you, you expressly consent to us reporting all such information that we consider necessary, without reference to you, where we form an impression that money laundering activities may have occurred. We cannot and do not accept any responsibility or liability for any delays in your matter or losses which you may suffer as a result of a report made by us to the relevant authorities in accordance with the legislation.

Avoidance of Fraud

Please note that it is not our responsibility, nor do we make any checks, to verify the identity of the other party or parties in your matter. It is your responsibility to satisfy yourself if you

have any concerns regarding the identity or bona fides of the other party or parties in your matter, or their authority to effect any proposed transaction.

Referrals

If we refer your matter, or any part of it, to another adviser or professional firm, we will inform you of any financial or other interest that we have in making that referral. Such interests only arise infrequently, but could include, for example, the payment or receipt of a referral fee, or if one of our partners had any interest in the person or business to which the referral was being made.

Interest on Monies Held in our Client Account

A copy of our full policy on the payment of interest on client account can be supplied upon request and is available on the website. In summary, if we hold money for you during the course of a matter, we will account to you for a fair sum of interest on any client money as per the SRA Accounts Rules, and equivalent to that paid by our instant access bank account. In most cases, interest will be calculated over the whole period for which the funds are treated as cleared into our client account. Any interest payment that you are entitled to will be addressed when the matter is closed, and our file is archived into storage. We will not however pay any interest to clients in respect of money held in client account where the value of the interest earned in respect of a matter is less than £50, as the costs incurred in monitoring and administering such small amounts are likely to exceed the value of the interest earned.

Insurance Distribution

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 the Solicitors Regulation Authority. The register can be accessed by the Financial Conduct Authority website at www.fca.org.uk/firms/financial-services-register.

In relation to insurance distribution activities, please note that we operate as an ancillary insurance distributor only and that we do not manufacture insurance products. If we list insurance products that might be relevant for you, we do so without recommending them as such but they are products of which we are aware. We are required to inform you that we act for you as our client in this regard, and not the insurer, and that we do not hold shares in any insurance company.

Financial Services

We are not authorised by the Financial Conduct Authority. If, while we are acting for you, you need advice on investments, we may have to refer you to someone who is authorised to provide the necessary advice. However, we may provide certain limited investment advice services where these are closely linked to the legal work we are doing for you. This is because we are members of the Law Society of England and Wales, which is a designated professional body for the purposes of the Financial Services and Markets Act 2000. The Solicitors' Regulation Authority is the independent regulatory arm of the Law Society. The Legal Ombudsman deals with complaints against lawyers. If you are unhappy with any investment advice received from us, you should raise your concerns with either of those bodies.

Storage of Papers and Documents

After completing your matter, we will keep your file in storage for no more than 9 years (or such other period as stated in the engagement letter). By instructing us, you expressly authorise us to destroy the file after that time and you should therefore ask us on completion of your matter if you wish us to return any papers or documents to you. We will not be responsible for any losses which may arise from the destruction of your file after the 9 year period, or for the loss or destruction of any documents or consequential losses caused by fire, flood or any other cause beyond our control.

We are entitled to retain any documents belonging to you which are in our possession if you have not paid us for services which we have provided.

You may ask us to store other important documents, for example title deeds or wills. No fee is generally payable for this service, unless we have agreed with you otherwise. We do not however accept any liability for loss or damage to documents stored in this way, unless such loss or damage arises from our negligence, and are entitled to terminate such storage and return the relevant documents to you at any time.

If archived files or documents have to be taken out of storage in connection with a current matter, we will not normally charge you for that. However, we will make a charge for retrieving stored papers or documents in other circumstances. We will also charge for any time spent (if, for example, you ask us to look through the documents) and for expenses incurred if, for example, you ask us to copy the documents or send them to you.

Professional Indemnity Insurance

This firm maintains professional indemnity insurance in accordance with the rules of the SRA. Details of our insurers and the territorial coverage of the policy are available for inspection at our offices at Queens Gardens, Hull, East Yorkshire HU1 3DZ. Please contact

Matthew Fletcher for further details.

Limitation of Liability

We may include in the engagement letter which we send to you at the outset of a particular matter, a limitation on our liability in connection with that matter. Any such limitation will be subject to the terms (including the exclusions and other limitations) of this section.

Subject to any limitation on our liability specified in our engagement letter, subject to the other terms (including the exclusions and other limitations) of this section, the aggregate liability of Gosschalks LLP, our partners, employees and consultants to you and to any other client for whom we are instructed for any loss, damage or claim which arises as a result of, or in connection with, your use of our services (including any breach of contract, breach of trust, breach of fiduciary duty or tort (including negligence) or other civil liability) will be subject always to a maximum of £3 million (for any one event or series of connected events). This limit will apply whether the liability arose in contract, tort (including negligence) for breach of trust or fiduciary duty or other civil liability).

We will not have any liability for any loss or damage:

- (a) incurred by any person or party for whom we are not acting;
- (b) which you suffer as a result of any event or occurrence outside our reasonable control.

We will not have any liability in any circumstances for any loss of business, loss of profits, loss of anticipated savings or any consequential or indirect loss which you suffer. We strongly advise you to insure against all such potential loss, damage, expense or liability.

Our liability to you in connection with your matter is limited to the proportion of loss or damage (including interest and costs) suffered by you which is just and equitable, having regard to the extent of your own responsibility and the contribution of any other person to the loss or damage, regardless of any contractual or other limitation of their liability and/or their ability to pay and/or limitation defences available to them. You agree that our liability shall not be increased by any limitation, exclusion or restriction of liability that you may have agreed with any other adviser, by your inability to recover against any of your advisers, or by your decision not to recover from any of your advisers.

If goods and/or services are supplied or provided by any third party ("Third Party") in connection with your matter, and regardless of whether we have recommended the Third Party to you and/or have engaged the Third Party on your behalf, we do not accept any responsibility for the performance, acts or omissions of the Third Party nor do we give any warranty, guarantee or other representation as to the suitability or quality of such goods and/or services but may, where applicable, at your request assign to you the benefit of any warranty, guarantee or representation given by the Third Party to us. Where we instruct a Third Party on your behalf, you will be their client and you will be responsible for payment of their fees and expenses. If we pay their fees or expenses, we will invoice you for them and payment will be due in accordance with the Billing Arrangements section above.

We can only limit our liability to the extent the law allows. In particular, we do not exclude our liability (if any) to you for personal injury or death resulting from our negligence or fraud.

Gosschalks LLP (rather than our members, employees and consultants as individuals) will provide advice and services to you, and Gosschalks LLP alone will be responsible for the performance of the agreement between us and you. You agree that you will not bring any claim for any losses incurred by you as a result of or in connection with any breach of contract, breach of trust, breach of fiduciary duty or tort (including negligence) or other civil liability in connection with any advice and/or services provided to you against any of our members, employees or consultants for the acts or omissions of those members, employees or consultants.

All work done and advice provided by us is for your use and benefit only and may not be passed on to any other person without our prior written approval, and subject to such conditions as we may impose at the time.

We shall have no liability for any loss or damage suffered by you as a result of our inability to comply with your instructions to transfer monies because of bank insolvency or other inability or mistake of a bank to pay.

Each of the paragraphs limiting our liability (in this document and our engagement letter) operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs in question and our other terms will remain in full force and effect.

Complaints

Gosschalks is committed to high quality client care and we will always try to resolve any problems which may arise as swiftly as possible.

If you are unhappy about any aspect of the service you have received, the solicitor/fee earner responsible for the matter or their supervisor will try to resolve your concerns informally with you. If this does not resolve the problem to your satisfaction, you should contact the Compliance Officer at our Queens Gardens offices, who will send you details of our formal complaints procedure on behalf of Nigel Beckwith, our Client Care Partner. We request that any formal complaints are put to us in writing.

If you are not satisfied with our handling of your complaint, you may be able to ask the Legal Ombudsman to consider the complaint.

The Legal Ombudsman can be contacted by post at PO Box 6167, Slough SL1 0EH, by phone on 0300 555 0333 or by email to enquiries@legalombudsman.org.uk. The Legal Ombudsman's website is at www.legalombudsman.org.uk.

If you are eligible to have your complaint considered by the Legal Ombudsman, you should complain to the Legal Ombudsman's office within six months of the end of our complaints process. 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.

Finally, the Solicitors Regulation Authority can help you if you are concerned about our behaviour. This could be for things like dishonesty, taking or losing your money or treating you unfairly because of your age, a disability or other characteristic.

You can raise your concerns in that regard with the Solicitors Regulation Authority at <http://www.sra.org.uk/consumers/problems/report-solicitor.page>

Termination

You may terminate your instructions to us at any time by writing to us.

We may stop acting for you if:

- you do not give us clear or proper instructions;
- your work puts us, or risks putting us, in breach of the law or of the rules of professional practice which apply to us;
- a conflict of interests arises;
- you appear to us to have lost confidence in how we are carrying out your work; or
- there is some other good reason why we cannot continue to act.

If any of the above happens, you will still be responsible for our fees and expenses up to the date of termination.

In addition, we reserve the right to stop acting for you if any bill (including any interim bill) rendered to you has not been paid, or if you fail to make payment on account as requested. If this happens, you will still be responsible for paying all of our fees and expenses incurred up to the time we stop acting for you. If you fail to pay any interim bill or bills, we will issue a final statute bill for work done to date and you will remain responsible for paying our outstanding fees and expenses incurred up to the time we stop acting for you (taking into account any sums previously paid). We are entitled to keep your papers and documents whilst any money remains owing by you to us.

We will give you reasonable notice if we wish to stop acting for you in any of the above circumstances.

Instructions to other professionals and lawyers in other jurisdictions

Should we need to instruct other lawyers or professionals (for example, expert witnesses, accountants, solicitors or counsel etc.) we do so, unless otherwise agreed, on your behalf and as your agent. They will be responsible to you for the quality and accuracy of the advice they provide, and you may be directly responsible for payment of their fees and expenses. Before making any such appointment on your behalf, if you are directly responsible for the payment of their fees and expenses, we will consult with you and seek your agreement to the relevant appointment and may request a payment on account of their fees and expenses in advance. We will always act in your best interests and will, at all times, maintain our independence.

Outsourcing

Sometimes we ask other companies or people to undertake document production and/or to provide telephone answering and/or secretarial services for us to ensure that our services can be delivered promptly, efficiently and cost effectively. We will always enter into an appropriate confidentiality agreement with these outsourced providers to ensure that your information is kept strictly confidential. We will use only reputable and trusted organisations and individuals and we will regularly review our relationship with them to ensure that they are meeting our and your expectations with regard to the service they provide.

Severance

If any provision of our agreement with you is invalid or unenforceable for any reason, it will not affect the remainder of our agreement with you.

Application and Changes

This document supersedes any earlier version of our client care information and terms and conditions that we may have previously agreed with you.

It may be necessary to amend this document from time to time. We will notify you of any such proposed changes and, unless we hear from you to the contrary within 14 days following such notification, the amendments and/or new terms will come into effect from the end of that period.

Force Majeure

It is understood and agreed that neither of us will be liable to the other for any delay or failure to fulfil obligations caused by circumstances outside your or our reasonable control.

Assignment

We may assign the benefit of these terms and conditions to any successor practice to whom we may transfer our business at any time.

Hours of Business

Our normal opening hours are between 9am and 5pm Monday to Fridays but excluding all bank holidays.

File Audits

We are a quality driven law practice. In order to ensure our quality standards are being consistently applied to all files, it is necessary from time to time to conduct internal and external file audits. Files are selected for inspection at random. We therefore reserve the right, if your file is selected for audit, to make your file available for independent inspection. Prior to inspection, an external auditor will be required to sign an agreement to maintain confidentiality. In addition, we reserve the right to disclose our files to regulatory bodies in the exercise of their powers.

Data Privacy

Gosschalks gathers and processes personal information in accordance with our privacy statement and in compliance with the relevant data protection regulations and laws. You can view our privacy statement at <https://www.gosschalks.co.uk/legal/privacy-policy> - for further details about data privacy and protection, please email dataprotection@gosschalks.co.uk

Equality and Diversity

Gosschalks is committed to promoting equality and diversity in all of its internal and professional dealings. Please contact us if you would like a copy of our equality and diversity policy, or our latest internal equality and diversity monitoring report.

Queries

If you have any queries about any of the above, please contact the person dealing with your matter.

Our address is:

Queens Gardens
Hull
East Yorkshire
HU1 3DZ

Our telephone number is 01482 324252

Our VAT registration number is 433 6134 72
