

## MLP Terms and Conditions of Business

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## MLP Terms and Conditions of Business

### Introduction

These terms and conditions ("Terms") set out the basis on which we, MLP Law Ltd. of 7 Market Street, Altrincham, WA14 1QE incorporated in England and Wales No.10471822 ("MLP", "us", "we", "our") will provide our services to you. In a separate engagement letter ("the Engagement Letter"), we will provide the specific details which apply to the particular matter ("the Engagement") on which you have instructed us. This will include details of those responsible for your matter, costs and, where possible, timescales.

The Engagement Letter and these Terms should be read together and constitute the entire agreement between you and us. In the event of any inconsistency between the Engagement Letter and these Terms, the Engagement Letter shall prevail. No modification or variation to these Terms is valid unless agreed by a Director of MLP in writing.

**MLP Law** is one of our trading names. Our **VAT Number is: 256721495**. We are **authorised and regulated by the Solicitors Regulation Authority 635054**.

Our professional rules of conduct can be accessed here:

<https://www.sra.org.uk/solicitors/standards-regulations/code-conduct-solicitors/>  
<https://www.sra.org.uk/solicitors/standards-regulations/code-conduct-firms/>

Any reference to a "Partner" means to a director of MLP Law Ltd. or a consultant or senior employee of MLP Law Ltd. with equivalent standing and qualifications. Any reference to General Counsel is used to describe a senior consultant of MLP Law Ltd but does not imply that all senior consultants referred to as General Counsel are solicitors or other types of lawyer.

**These Terms need to be read carefully. Please pay particular attention to Clause 3 that sets out how we handle your data and Clause 12 that limits our liability to you.**

### Terms

#### 1. Acceptance

1.1. Although your continuing instruction will amount to an acceptance of these Terms, we reserve the right not to start or continue working on your behalf until you have accepted these Terms in writing or by clicking the "I accept" button at

<https://www.mlplaw.co.uk/terms-of-business/>

or by signing and dating the Confirmation of Instruction form and returning it to us.

1.2. If you are instructing us through the medium of a limited company, we may require a director and/or controlling shareholder to sign a form of personal guarantee in respect of our charges and expenses. If such a request is refused, we will be entitled to stop acting and require immediate payment of any charges and expenses incurred to date.

#### 2. Identification

We are required to know who our clients are and to obtain satisfactory evidence of your identity.

- 2.1 If there is more than one of you, we need evidence of identity for each of you.
- 2.2 We cannot act for you until we have satisfactory evidence of your identity.
- 2.3 In any event, we shall obtain evidence of your identity using an online verification service for which we shall raise a small administration charge of £10.00 plus VAT per person (UK clients only) for individuals and £20 plus VAT for companies in respect of the various administrative functions and identity searches that we are required to undertake.

#### 3. Confidentiality and Data Protection

- 3.1 Solicitors are under a professional and legal obligation to keep the affairs of clients confidential. This obligation however is subject to Money Laundering Regulations that have placed solicitors under a legal duty in certain circumstances to disclose information to the National Crime Agency. Where a solicitor knows or suspects that a transaction on behalf of a client involves money laundering, the solicitors may be required to make a money laundering disclosure. If this happens, we may not be able to inform you that a disclosure has been made or of the reasons for it because the law prohibits "tipping-off". These duties will override our duty of confidentiality to you.
- 3.2 Save as otherwise provided in these Terms, all information regarding your business and affairs will be kept confidential at all times and will not be disclosed by us to any third party without your permission. You do however consent to us disclosing your information for the following reasons:

- 3.2.1 as required by our professional regulators or by law;
- 3.2.2 to our auditors and external assessors who monitor our files;
- 3.2.3 to our bankers to facilitate payments on your behalf;
- 3.2.4 to trusted third parties or our business partners;
- 3.2.5 to our professional indemnity insurers;

- 3.2.6 to any external providers of administration services used by us; or
  - 3.2.7 to any person, authorised by our regulator, who acquires or receives our business for the purposes of carrying on conduct of your matter(s).
- 3.3 Our Privacy Notice explains how we collect, store and handle your personal data. It describes how we collect and use personal information about you. The Privacy Notice includes details about:
- 3.3.1 the types of personal information we collect and use;
  - 3.3.2 how we keep your personal information safe;
  - 3.3.3 the legal basis we rely on to use your information; and
  - 3.3.4 your rights relating to the information we hold about you.
  - 3.3.5 We want to give you the best client experience and the data we hold about you helps us to personalise our recommendations for products and services. We treat your data with the utmost care and take appropriate steps to protect it. We'll sometimes share your data with third parties to help us provide a better service to you. You have a number of rights regarding your personal data, including seeing what data we access and updating your information. You should read our [Client Privacy Notice](#) that are incorporated into these terms.
  - 3.3.6 You have a right under the General Data Protections Regulations to obtain information from us, including a description of the data that we hold about you. Please contact our Data Protection Compliance Officer on 0161 926 9969 if you have any questions about your rights under this act.
  - 3.3.7 Leanne Sodergren and Stephen Attree are the contacts for all client queries on data protection.
  - 3.3.8 Compliance with data protection legislation is the responsibility of all members of the practice who process personal information and data protection training is provided.
  - 3.3.9 The Proceeds of Crime Act 2002 also requires us to take action and notify the relevant authorities if we have knowledge or reasonable suspicion of any form of criminal conduct. We must report any client suspected of criminal activity and may not be able to tell any such client that we are reporting them. In such circumstances, we are also likely to have to stop acting for the client in question. A failure on our part to comply with these obligations could result in a criminal conviction for the solicitor with conduct of the client matter in question.
  - 3.3.10 In complying with our obligations under the Proceeds of Crime Act 2002, we may be required to spend time

addressing issues arising for you and dealing with the relevant regulatory authorities in this area. Any such time spent will be charged to you in the same manner as any other work undertaken in relation to your case.

3.3.11 We reserve the right to ask for the production of any documents and other evidence as are necessary to comply with our obligations in respect of Money Laundering Regulations.

3.3.12 Sometimes we ask other companies or people to undertake typing, photocopying, printing and preparation of due diligence on our files to ensure this is done promptly. We will always seek a confidentiality agreement with these outsourced providers. If you do not want your file to be outsourced, please tell us as soon as possible.

#### 4. Conflicts of Interest

4.1 It is our practice to check for possible conflicts of interest at the outset of any engagement. An actual or potential conflict of interest may however arise during the course of an engagement. Should this occur, we will discuss the situation with you and agree the appropriate course of action. This may involve not being able to continue to act for you. In such a case, we will charge you for fees incurred up to that date.

#### 5. Charges and Expenses

5.1 Where hourly rates apply, particulars of the hourly rates of those individuals dealing with the Engagement are set out in the Engagement Letter. We will add VAT to these charge-out rates at the rate that applies when the work is done. As at the date of these Terms, VAT is 20%.

5.2 Our fees are calculated mainly by reference to the level of seniority of the individuals working on the Engagement. In order to provide the most cost effective service for you we will always try to ensure that appropriate individuals are assigned to the Engagement. Our fees include time spent attending meetings with you and third parties, reading and working on papers, correspondence, research, making and receiving telephone calls, preparation of any detailed costs calculations, and time spent travelling away from the office when this is necessary.

5.3 Except where specified as a fixed fee or maximum charge, any fee estimate is intended to be for guidance purposes only. We aim, as far as possible, to remain within the limits of any estimate given and will endeavour to notify you in advance if we are likely to exceed any estimate given, should any unforeseen but additional work become necessary.

5.4 Time is recorded in units of 1/10th of an hour as six-minute blocks. Routine letters and emails are charged as taking one such unit of time and we charge for the time spent on making and taking telephone calls in the same six-minute units.

- 5.5 Our hourly rates have to be reviewed periodically to reflect increases in overhead costs and inflation. Normally the rates are reviewed with effect from 1 May each year. If a review is carried out before your matter has been concluded, we will inform you of any variation in the rate before it takes effect. We will also notify you of any change in the status of any individual involved in your instruction, which affects their hourly rate.
- 5.6 In addition to the time spent, we may take into account a number of other factors in the fees that we charge, including any need to carry out work outside our normal office hours, the complexity of the issues involved, the speed or urgency with which action has to be taken, the value of the subject matter of any instruction and any specialist expertise that a case may demand.
- 5.7 It is not always possible to indicate how these aspects may arise during the course of a matter, but should any such factors be evident from the outset of your instruction, then we will have identified them in the Engagement Letter and we will explain this to you before raising the relevant charge.
- 5.8 If, for reasons outside of our control, we do not complete the work, you will still be charged for the work done and expenses incurred. Please note that our right to charge for work done is not conditional upon completion of the matter.
- 5.9 During the course of our Engagement, we may be required to pay out various expenses on your behalf. Such expenses depend on the type of matter and may include, for example, Companies House fees, Intellectual Property Office fees, Land Registry fees, Probate Registry fees, Court fees, expert's or barrister's fees, postage costs and travel expenses. We refer to such payments generally as "disbursements". By appointing us to act on your behalf you authorise us to incur such disbursements as we consider necessary to fulfil your instructions. These disbursements will be invoiced to you at cost and VAT may be payable on some of them. We have no obligation to make payments out for disbursements unless you have provided us with the funds for that purpose.
- 5.10 We reserve the right to charge for postage and photocopying charges, which we will charge as a disbursement to your matter.

## **6. Payment Terms & Arrangements**

- 6.1 It is our normal practice to invoice on a monthly basis and/or on conclusion of an Engagement. We may sometimes also ask for periodic payments on account of the charges and expenses which we expect to incur during the conduct of our Engagement. If any request for a payment on account is not met with prompt payment, the progress of your Engagement may be delayed as a result.
- 6.2 Unless otherwise stated in the Engagement Letter, payment of any invoice is due to us upon receipt of the relevant invoice.
- 6.3 We may require you to pay via 'GoCardless' which is payment via direct debit. If applicable, when we send an invoice to you we will request your

permission for us to take payment for it via GoCardless. The link below should be used.

<https://pay.gocardless.com/AL0000TNEQ178P>

- 6.4 We reserve the right to refuse your instructions if you do not agree to this or if you do but then subsequently withdraw.
- 6.5 In the unlikely event of any bill or request for payment not being met, we may stop acting for you further and retain all documents and papers belonging to you, until all sums due to us have been paid.
- 6.6 If you have any query in relation to any invoice or the basis for any charges raised, you should contact the individual with day-to-day responsibility for the Engagement as soon as possible and in any event within the relevant period for payment.
- 6.7 We are required to address our invoice to you only. We reserve the right to reject any request by you for us to address an invoice to a third party. Where another party has agreed to pay our invoices, you will remain liable to us for the full outstanding balance.
- 6.8 If we receive instructions in relation to a single matter from more than one party, each party for whom we act will be separately responsible for the whole of our charges and expenses.
- 6.9 Interest will be charged on any sums not paid within the relevant period for payment on a daily basis at 8% per cent per year.
- 6.10 We may apply any amount held on your behalf in our client account in or towards payment of any sum requested or due from you in relation to any bill whether in connection with this matter or any other matter.

## **7. Other Parties & Costs in Litigation Cases**

- 7.1 In some cases, and transactions, you may be entitled to payment of costs by a third party. In such circumstances, you remain primarily liable for all charges and expenses that we incur on your behalf, and any sums received from a third party will be treated as a contribution towards them. It is your responsibility to obtain any such funds from the third party and we will not act on your behalf as an agent in this respect.
- 7.2 In a litigation case, the Court may order the other party to pay some or all of your legal costs if you are successful. In such circumstances, interest may be claimed on such costs from the other party from the date of the Court order. We will account to you for such interest to the extent that you have paid our charges or expenses on account, but we are entitled to the remainder of any interest awarded. You will also be responsible for paying our charges and expenses of seeking to recover any costs that the Court orders the other party to pay to you.
- 7.3 Even if you are awarded costs, you may not recover them if the other party is legally aided or becomes insolvent.
- 7.4 If you are unsuccessful in a litigation case, then you may be ordered to pay the other party's legal charges and expenses. You will be required to

pay such sums in addition to our charges and expenses.

- 7.5 Arrangements can be made to take out insurance to cover liability for legal expenses in litigation matters. We will discuss with you the options for financing any litigation matter on a case-by-case basis, and make the necessary arrangements with you.
- 7.6 You may have pre-existing insurance against liability for legal costs whether your own or another party's. Such insurance may be in the form of household insurance, employees' liability cover, or other trade organisation protection scheme. Your options will be discussed with you as appropriate. If the amount we recover under any insurance policy is less than our charge calculated on a time spent basis with our standard hourly rates, we may recover the balance from you.
- 7.7 If you enter into any risk-sharing arrangement with us in relation to your instruction (such as a contingency fee agreement) then these Terms will continue to apply save to the extent that they are varied by any such arrangement.

## **8. Interest on Monies Held on Your Behalf**

- 8.1 All monies held by us on your behalf, whether on account of fees or disbursements or otherwise will, until used, be placed either in our client account or in a separate designated deposit account. You will (unless such interest is £30 or less) be entitled to interest as if all monies had been on separate designated deposit accounts at Yorkshire Bank PLC.
- 8.2 Where you obtain borrowing from a lender, we may ask the lender to send the loan cheque (or electronic transfer via the CHAPS system) to us at least one working day prior to the completion date to ensure that cleared funds are available in time. Please note that the lender may charge interest from the date funds are released and may make a charge for using BACS or CHAPS).
- 8.3 We cannot give any assurance as to the security of the bank. If you are depositing a significant amount of money and would prefer us to use a different bank, please let us know in order that we can make enquiries. Additional charges may apply if you choose to use a different bank.
- 8.4 Our client account is held with the Yorkshire Bank. In relation to any of your money we may hold in our client account, it is unlikely that we will be held liable for losses resulting from a banking failure. Your money is currently protected under the Financial Services Compensation Scheme (FSCS) up to a limit of £85,000 per individual and per institution, but not per account. Therefore, if you hold other personal money in the same bank as our client account, the limit remains £85,000 in total. Some deposit taking institutions have several brands, i.e. where they trade under different names. Clients should check either with their bank, the FSA or a financial adviser for more information. In the event of a banking failure, your acceptance of these terms and conditions will constitute your consent to this firm disclosing

your details to the FSCS for the purposes of making a reimbursement claim on your behalf.

## **9. Storage of Papers and Documents**

- 9.1 After completing the Engagement, we are entitled to retain all your papers and documents for as long as there is money owing to us for our charges and expenses.
- 9.2 Your file will be stored for a minimum of 6 years after closure in compliance with our professional obligations. You will be informed of the relevant storage term at the conclusion of your case. A charge of £10 incl. VAT (£36 incl. VAT for Residential Property matters) will be applied at the point of file opening to part cover our storage, retrieval and destructions costs. This charge will be noted on your bill as 'File Storage', and is a single, fixed charge regardless of whether the file is held for longer or case re-opened at a later date.
- 9.3 All of our files are scanned and stored electronically. The physical file (excluding deeds, wills and other securities) will be destroyed immediately the file is scanned and archived.
- 9.4 After 6 years (or other notified period) the electronic archive will be destroyed. If we retrieve papers or documents from storage in relation to continuing or new instructions to act in connection with your affairs, we may charge for such retrieval or we may make a charge based on the time spent for producing stored papers or documents to you or a third party at your request.
- 9.5 We reserve the right to charge an original document retrieval fee for recalling your documents from our storage facility and arranging to either send these documents to you by tracked postage, or for collection at our office. The current fee is £50 plus vat and postage and is subject to change on notice to you.

## **10. Bank Charges/TT Fee**

- 10.1 If we are required to transfer money on your behalf the following charges will apply. Under the disbursement section of your invoice, £14.40 incl VAT. This is the charge the bank makes to us. Under the fees/costs section of your invoice, £24 incl VAT. This is the charge we make for administering this service (identity check and verifying bank details). These charges are correct at the time these Terms are issued. They are reviewed annually and you will be notified of any change prior to incurring any increased charge.
- 10.2 Payments will be arranged by TT/BACS where possible, and payments by cheque will only be made if essential. If a cheque payment has been specifically requested, a charge of £24 incl VAT to cover our additional processing, administration, banking and postage costs, will be incurred and will appear under the fees/costs section of your invoice.

## **11. Termination**

- 11.1 You may terminate your instructions to us in writing at any time but we will be entitled to keep all your papers and documents (as above) while there is money owing to us for our charges and expenses. If at any stage you do not wish us to continue doing work and/or incurring charges and expenses on your behalf, you must tell us so in writing.
- 11.2 If we decide to stop acting for you, for example, if you do not pay an interim bill or comply with a request for a payment on account, we will give you notice in writing of our decision and the reason for it.
- 11.3 We may in our absolute discretion suspend or terminate acting for you forthwith in the event that: -
- 11.3.1 You fail to make a payment on account of fees and/or disbursements and/or VAT;
  - 11.3.2 You fail to pay any invoice within thirty days of its presentation to you;
  - 11.3.3 You persistently fail to pay invoices in accordance with the terms agreed in the Terms;
  - 11.3.4 You persistently fail to provide us with instructions in relation to the work to be carried out by us;
  - 11.3.5 Your instructions may result in us being required to act in a manner that is unlawful and/or may contravene applicable legislative or regulatory requirements and/or may otherwise give rise to unacceptable professional risk to us or breach of our duty under the Solicitors Regulation Authority Handbook;
  - 11.3.6 The Proceeds of Crime Act 2002, The Money Laundering Regulations 2017 (as amended), or any legislation of like or similar effect prohibits us from continuing to act for you; or
  - 11.3.7 The relationship between us and you have otherwise irretrievably broken down.
- 11.4 In the event that you or we suspend or terminate the work to be carried out for you, we shall be entitled to invoice you for our fees in respect of the work done, disbursements incurred and any applicable VAT to the point that the work was suspended or terminated, and in respect of any work (such as applications to remove us from the Court Register as acting for you) that may reasonably be necessary following such suspension or termination. Any invoice raised by us as a result of work being suspended or terminated shall be payable immediately upon presentation to you.
- personal legal liability for your work whether in contract, tort or negligence. By signing a document in their own name the Director or any other individual is not assuming any personal legal liability for the document.
- 12.2 We acknowledge that we will be liable to you for losses caused by our negligence or the negligence of our staff, subject to the provisions of the rest of this section.
- 12.3 We shall not be liable if such losses are due to the provision of false, misleading or incomplete information or documentation or if, and to the extent that, such losses are due to any act or omission of any person other than us.
- 12.4 Unless otherwise agreed by us in writing, our aggregate liability, whether to you or any third party, of whatever nature, for any losses whatsoever and howsoever caused shall not exceed £3,000,000.**
- 12.5 Unless you tell us otherwise, we may communicate electronically with each other. However, electronic transmission of information cannot be guaranteed to be secure, virus free or error free. Information can be intercepted, corrupted, lost, destroyed, arrive late or incomplete or otherwise be adversely affected or unsafe to use. We accept no liability for any loss or damage resulting from the use of email.
- 12.6 MLP will not accept any liability for any breach of its duties to you unless you let us know in writing within 24 months of becoming aware of it, and start legal proceedings relating to the breach within 12 months of providing the written notice.**
- 12.7 Nothing in these Terms shall exclude or limit MLP's liability for death, personal injury, misrepresentation or fraud.
- 12.8 We have entered into this and any future Engagement with you based on a reliance by us on, and acceptance by you of, these Terms and this clause 12 in particular.
- 12.9 We shall not in any circumstances be liable to you for any loss of profit or any other consequential or indirect loss (howsoever arising). Our liability to you in connection with this 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.
- 12.10 You agree that the liability of us, our partners, employees, subcontractors and consultants shall not be increased by any limitation, exclusion or restriction of liability that you may have agreed with any other advisor, by your inability to recover against any of your advisors, or by your decision not to recover from any of your advisors. You agree that you will inform us if you agree, or are asked to agree, to limit the liability of any of your other advisors in relation to the work.
- 12.11 If goods and/or services are supplied or provided by any third party ("Third Party") in connection with the work, and regardless of whether we have recommended the Third Party

## 12. Liability

**IMPORTANT – Your attention is drawn in particular to this clause.**

- 12.1 MLP has sole legal liability for the Engagement. No Director or member of staff will have any

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 we may, where applicable, at the request of you assign to you the benefit of any warranty, guarantee or representation given by the Third Party. 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 clause 6.

- 12.12 All work done and advice provided by us if 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.
- 12.13 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 to comply with your instructions to transfer monies because of bank insolvency or other inability or mistake of a bank to pay.
- 12.14 Pursuant to various statutes, regulations or court orders, we may, exceptionally, have obligations that lead us to disclosing details of your affairs to the relevant authorities. We will not always be permitted to inform you that this has occurred. In some cases, compliance with these obligations may cause delay in carrying out your instructions or proceeding with the matter and provided we have acted in good faith, we shall have no liability to you for the consequences of such delay.
- 12.15 In accordance with the SRA's Minimum Terms of Insurance, we maintain a level of insurance at least sufficient to cover our potential liability to you in accordance with these Terms. No warranty is given or to be implied that we will maintain insurance above the minimum level required by the SRA. Our insurers are Allianz Global Corporate & Speciality and coverage is worldwide.

### **13. Transfer or Assignment**

- 13.1 Should our status change, or our business merge with or transfer to another person, firm, company or limited liability partnership, you agree to the benefit, subject to the burdens, of the Engagement transferring to the new entity.
- 13.2 Our Engagement is with you and it cannot be transferred by you to anyone else without our written consent.

### **14. Governing Law & Jurisdiction**

- 14.1 The agreement between us shall be governed by and construed in accordance with English law.
- 14.2 The English courts shall have exclusive jurisdiction to settle any dispute which may arise

between us. To this end you and MLP both agree to submit to the jurisdiction of the English courts.

- 14.3 It is agreed between us that the Contracts (Rights of Third Parties) Act 1999 does not apply to this agreement.
- 14.4 No third party has or is intended to have any rights under these Terms.

### **15. Problems and complaints**

- 15.1 If at any point you become unhappy or have any problem with the service we provide for you, or with your invoice then please let us know immediately by contacting the individual who has day to day responsibility of your matter and/or if you prefer the Partner with overall responsibility for your matter (as defined in our Engagement Letter) on 0161 926 9969. We welcome any comments you may have to help us improve our service for you. We will try to resolve any problem quickly, and we operate an internal complaints handling system to help us to resolve the problem between ourselves. A copy of our complaints procedure is available [here](#).
- 15.2 If for any reason we (MLP) are unable to resolve your complaint, then the Solicitors Regulation Authority and the Legal Ombudsman Service can independently review your complaint.
- 15.3 If you wish to complain to the Legal Ombudsman, you can write to them at [Legal Ombudsman, PO Box 6806, Wolverhampton, WV1 9WJ](#), call them on [0300 555 0333](#), send an email to [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk), or find out more information by visiting <http://www.legalombudsman.org.uk>. However you should note that the Legal Ombudsman has time limits for accepting complaints and you will need to contact them within one year of the date of the act or omission about which you are concerned or within one year of your realising there was a concern. You must also refer your concerns to the Legal Ombudsman within six months of our final response to you.
- 15.4 Alternative Dispute Resolution (ADR) bodies exist such as the Centre for Dispute Resolution (CEDR) and in appropriate circumstances we would always be willing to consider their use.
- 15.5 The Law Society is a designated professional body for the purposes of the Financial Services and Markets Act 2000 but responsibility for regulation and complaints handling has been separated from the Law Society's representative functions. The Solicitors Regulation Authority is the independent regulatory body of the Law Society and the Legal Ombudsman Service is the independent complaints handling body of the Law Society.

### **16. Intellectual Property Rights**

- 16.1 All copyright and other intellectual property rights in all documents, reports, written advices, or other materials of whatever nature provided by us to make you (collectively, the "Work Product") remain vested in us.

- 16.2 You have the full right and licence to distribute copies of the Work Product within your own organisation in relation solely to the Work. If you wish to distribute copies of the Work Product within your own organisation for other purposes and/or to third parties outside your own organisation (for any purpose), it will require our prior written permission to do so.
- 16.3 You may be required to provide documents, materials and/or other property (collectively, the "Materials") to us for the purposes of the work. Subject to the provisions of this section, any rights that you may have in the Materials shall not be affected by the provision of the Materials to us and, subject to our right to exercise a lien over the Materials in respect of any sums owing by you to us (whether in respect of the work or otherwise), we will at your request the Materials to you when the work to which the Materials relate has been completed.
- 16.4 As part of the work we may (in our absolute discretion) copy all or any part of the Materials and/or incorporate all or any part of the Materials into the Work Product and make such use of the Work Product incorporating the Materials as we may (in our absolute discretion) deem appropriate. If we do so the Client will: -
- 16.4.1 Be deemed to have granted without charge to us a permanent irrevocable royalty free licence for us to use such rights that you have in the Materials as are required by us to copy and/or incorporate and/or use the Materials and/or Work Product in the manner aforesaid; and
- 16.4.2 At your own expense obtain all third party licences and/or consents as may be required to enable us to copy and/or incorporate and/or use the Materials and/or Work Product in the manner aforesaid and you shall fully and effectively indemnify and hold us harmless in respect of any claims made by any third party that the use made by us of the Materials and/or Work Product contravenes any of such third party's rights in the Materials.

## 17. Your right to cancel

- 17.1 This section only applies to clients who are classed as "consumers" in accordance with Regulation 4 of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. **A consumer is defined as "an individual acting for purposes which are wholly or mainly outside that individual's trade, business, craft or profession".**
- 17.2 The relationship between you and us is subject to the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. Where you are an individual not acting in the course of your business and our agreement with you is not concluded on our premises with us both present, you have the right to cancel your instructions within 14 days without giving any reason.
- 17.3 The cancellation period will expire after 14 days from the date of our letter of engagement to you.
- 17.4 You must inform us of your decision to withdraw an offer of a contract or cancel your contract. Such communication must be by way of a clear statement (such as a letter sent by post or email) setting out your decision to withdraw or cancel. You may use the attached model cancellation form attached to these terms, but it is not obligatory.
- 17.5 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.
- 17.6 If you want us to carry out work urgently you may ask us to commence work before expiry of the 14 days' cancellation period. By requesting that we undertake work before the expiry of the cancellation period you acknowledge and accept that you must pay for the services provided even if the contract is later cancelled. By accepting these terms either in writing, by email or via our website we will treat this as your authorisation to start work on your behalf immediately.

## 18. Tax and Investment Matters

- 18.1 There may be aspects of the work where you require tax advice. Unless expressly stated to the contrary, these are not matters upon which we will advise you as you are expected to have your own tax advisors or we can introduce you.
- 18.2 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 you receive from us, you should raise your concerns with either the Solicitors Regulation Authority or the Legal Ombudsman.
- 18.3 If you are required to comply with the Disclosure Rules made by the FCA to comply with the Market Abuse Directive, we shall draw up and maintain an insider list of persons acting on your behalf and with the access to inside information relating to you in accordance with the requirements set out in the Disclosure Rules. For this purpose, we rely on you to let us know when information to which we have access is inside information. We will ensure that every person on our insider list acknowledges the legal and regulatory duties entailed and is aware of the sanctions attaching to the misuse or improper



circulation of inside information. We will provide a copy of the list to you as soon as possible after being requested to do so by any of your directors or your company secretary. The list will be kept for five years from the date it is drawn up or, if later, from the date it is updated.

18.4 The Firm is not authorised by the Financial Conduct Authority (FCA). However, it is included on the register maintained by the FCA 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 SRA as explained above. The register can be accessed via the FCA website at [register.fca.org.uk/s/](http://register.fca.org.uk/s/)

## **19. Feedback**

19.1 Our aim from the outset was to ensure that your experience of MLP was and is always a positive one. We actively seek feedback to help us improve our services. We may ask you upon payment of your invoice for feedback and will be in touch.

## **20. Equality and Diversity**

20.1 To promote equality and diversity in the way we operate our business and in our dealings with

third parties and employees a copy of our diversity policy is available on request.

## **21. No cash accepted**

21.1 Our policy is not to accept any cash from you either in payment of an invoice or as a source of funds.

## **22. Referrals**

21.2 We sometimes obtain some of our work from third parties. In these circumstances, third parties will refer a client to us in return for us paying them a referral fee or sharing some of our fees with them.

21.3 We will only accept such referrals where our professional judgment and independence are not prejudiced, and where your interests as a client are not affected in any way.

21.4 If we have entered into an arrangement with a third party who has referred or introduced you to us in return for us paying them a referral fee or sharing our fees with them, we will let you know about this. Where this is the case, we will confirm the arrangement and the amount of our fee that we are sharing with the third party or the amount of the referral fee that we will pay them in the letter which accompanies these terms and conditions.

**March 2023**

**Cancellation Form**

To: MLP Law Ltd.  
7 Market Street  
Altrincham  
WA14 1QE

Tel: 0161 926 9969

I/We hereby give notice that I/we cancel my/our contract for the supply of legal services.  
Ordered on/ received on:

Name:

Address:

Signature (only if this form is notified on paper)

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Date