

TERMS OF BUSINESS

Terms of Business (Last updated: May 2026)
Gurve Legal Solicitors is a trading name of Gurve Legal Limited
Authorised and regulated by the Solicitors Regulation Authority (SRA No. 8004870)

1. Introduction

These Terms govern our engagement for the matter described in the accompanying Client Care Letter to you.

By instructing us, you agree to these Terms of Business.

2. Status and Regulation

Gurve Legal Solicitors is a trading name of Gurve Legal Limited. We are authorised and regulated by the Solicitors Regulation Authority (SRA), SRA number 8004870.

3. Scope of Work

Our engagement is limited strictly to the scope set out in the accompanying Client Care Letter.

We do not assume responsibility for advising on matters outside that scope unless expressly agreed in writing.

Any additional work outside the agreed scope will require separate agreement. Such agreement may be made by email or another form of communication.

Unless expressly agreed otherwise in writing, we do not undertake a general investigation of all possible legal, factual or commercial issues relating to the matter.

We will advise on matters that arise within the agreed scope of work based on the information available to us. We are not responsible for identifying or advising on issues that fall outside that scope or that are not reasonably apparent from the information provided.

We are not responsible for advising on alternative structures, variations, or strategies unless specifically requested and agreed as part of our scope.

Unless expressly agreed, we do not act for any lender. If mortgage funding is introduced at any stage, this will require separate agreement and may result in revised fees and timescales.

We are not responsible for implementing any advice or recommendations unless expressly instructed to do so.

4. No Tax or Financial Advice

Unless expressly stated otherwise in writing, our advice does not extend to tax, accounting, valuation, financial or investment matters.

You should seek advice from appropriate professional advisers in relation to those matters.

Any Stamp Duty Land Tax (SDLT) liability is your responsibility. We may submit SDLT returns on your behalf based on the information provided, but we do not advise on SDLT planning, structuring, or mitigation.

We do not advise on immigration or visa matters unless expressly agreed in writing.

5. Client Responsibilities

You agree to:

- Provide timely and accurate instructions.
- Supply identification and proof of address where required.
- Respond promptly to requests for information and provide instructions within a reasonable timeframe to enable progress of the matter.
- Provide documents and information necessary for the progress of the matter.
- Pay our invoices and any approved disbursements when due.
- Where the transaction is a cash purchase, you are responsible for ensuring that cleared funds are available in good time to meet contractual deadlines. We are not responsible for delays arising from late provision of funds, source of funds checks, or banking delays.

6. Confirmation of Instructions

We will normally confirm significant instructions and advice in writing.

While matters may be discussed during meetings, telephone calls or other communications, we will only be treated as having been formally instructed to undertake work once those instructions have been confirmed by us in writing or otherwise clearly accepted by us.

If you request additional work, we may confirm whether this falls within the agreed scope of the engagement or requires a separate agreement or revised fee arrangement.

7. Reliance on Client Information

Our advice is based on the information and documentation provided to us by you and obtained from third parties.

We are entitled to rely on the accuracy and completeness of such information and do not accept responsibility for any inaccuracies, omissions, or consequences arising from incomplete, unavailable, or incorrect information.

If further information later emerges which materially affects the legal position, our advice and fee estimate may require revision.

Where a transaction involves a third-party purchaser, nominee arrangement, or change in purchasing entity, we rely on the information provided to us and are not responsible for any restrictions arising under the contract or for any refusal by the seller to permit such arrangements.

8. Historic Matters

This document forms part of our engagement documentation and should be read together with the accompanying Client Care Letter.

Where advice relates to historic events, records or transactions, some records may be incomplete, archived or unavailable.

Our advice will therefore be based on the information and documentation reasonably obtainable.

9. Advice Based on Information Available

Our advice is based on the information and documentation available to us at the time it is given.

Where the matter involves historic transactions, events or records, the information available may be incomplete, archived or inconsistent. Our advice will therefore be based on the information reasonably obtainable at the time.

If further documentation or information becomes available which materially affects the legal position, our advice and conclusions may need to be reconsidered.

10. Nature of Advice

Our advice identifies potential legal options based on the information available at the time.

Legal matters often evolve as additional information becomes available. Our advice may therefore develop or change as further documents or facts emerge.

We cannot guarantee that any particular outcome will be achieved.

11. Reliance on Advice

Our formal legal advice will normally be provided in writing.

While we may discuss issues with you during calls, meetings or informal communications, such discussions are intended to assist your understanding of the matter and should not be relied upon as definitive legal advice unless confirmed in writing.

You should not rely on informal comments, preliminary views or discussions as final legal advice.

Our advice may evolve as further information becomes available and preliminary views should not be relied upon unless confirmed in writing.

We may communicate with you via email, telephone or messaging platforms (including WhatsApp). Such communications are for convenience and should not be relied upon as formal legal advice unless confirmed in writing.

11A. WhatsApp and Messaging Platforms

Whilst we may communicate with clients via WhatsApp or other messaging platforms for convenience, our file management systems are primarily email-based. Unless expressly acknowledged by us, we do not accept service of documents, formal instructions, evidence, deadlines, large volumes of documentation or important matter-related communications via WhatsApp or other messaging platforms.

Clients should send all substantive instructions, documents and correspondence by email. We accept no responsibility for any delay, omission or issue arising from documents, information or instructions sent solely via WhatsApp or other messaging platforms which are not also provided by email.

12. Client Decisions

If we advise a particular course of action and you decide not to follow that advice, we cannot be responsible for any consequences arising from that decision.

13. Fees

Our fees and VAT are set out in the accompanying Client Care Letter.

Basis of Charging and Time Recording: Our fees are calculated by reference to the time spent on your matter, the level of experience of the fee earner involved, and the complexity and urgency of the work required.

Time spent is recorded in units and charged at the applicable hourly rates of the fee earners working on your matter. These rates vary depending on seniority and expertise and are available upon request.

Any fee estimate or quotation provided is based on the anticipated time required and the level of professional input expected at the outset.

Nature of Fee Estimates: Unless expressly stated otherwise in writing, any fee quotation or estimate provided is not a fixed fee. Fee estimates are based on the information available at the outset and may change if the scope, complexity, or duration of the matter differs from what was initially anticipated. We do not provide fee caps unless expressly agreed in writing.

Work outside the agreed scope will be charged separately.

Our fees are calculated based on the information provided to us at the outset of the matter and on the level of time, complexity and professional input reasonably expected at that stage.

Our fee quotation is based on the expected time to be spent and the level of professional expertise required to deal with the matter as described to us at the outset.

If the factual background, documentation, legal issues or scope of work materially differ from those initially described, including where delays or lack of engagement materially impact the progress or handling of the matter, or if the matter becomes unexpectedly complex, protracted or requires a greater level of legal analysis or professional input than reasonably anticipated, we reserve the right to revise our fee estimate.

We will notify you before undertaking additional chargeable work.

Ongoing Costs and Client Awareness: We will seek to keep you reasonably

informed of material developments affecting costs where appropriate. However, given the nature of legal work, it is not always possible to provide real-time updates as time is incurred. In particular, where matters require ongoing correspondence, review, or progression to protect your position or meet deadlines, work may be undertaken without prior notification of each increment of time spent. You are encouraged to raise any queries regarding costs at any stage, and we will be happy to provide an update on time incurred and anticipated next steps.

Even where the factual background remains broadly consistent with what was initially described, if the matter becomes materially more protracted or time-intensive than reasonably anticipated, this may affect the level of time and expertise required to complete the work and our fees may need to be revised following discussion with you.

If any assumptions on which our fee quotation is based prove incorrect, we reserve the right to revise our fee estimate.

We reserve the right to issue interim invoices if the matter extends beyond the timeframe reasonably envisaged.

You are responsible for any third-party costs, including if applicable the other side's legal fees, third party agents' or contractors' fees, or other external costs, whether or not the matter proceeds to completion.

In auction matters, we may be required to undertake work within compressed timescales. All work undertaken is chargeable regardless of whether the transaction completes.

We are not responsible for any misunderstanding arising where a client proceeds on the assumption that a fee estimate represents a fixed or capped fee.

14. Payment Terms

Invoices are payable within 7 days of issue unless otherwise agreed.

Work may be paused or suspended if payment is not received.

We reserve the right to retain documents, cease work, or decline to release the file until payment is received.

15. Client Money

Any funds held on your behalf will be handled in accordance with the SRA Accounts Rules.

16. Timescales and Third-Party Dependencies

The progress of your matter may depend on responses or documentation from third parties.

We cannot control the actions or timescales of third parties and are not responsible for delays arising from them.

Periods of inactivity may occur while we await responses or documentation from such third parties.

We will keep you reasonably informed of material developments in the matter. However, periods of inactivity may arise where we are awaiting responses from third parties or external records.

In auction transactions, strict contractual completion deadlines apply. We are not responsible for any loss arising from failure to complete on time where this is due to delay in instruction, delay in provision of funds, documentation, or instructions, or third-party delays outside our control.

Where searches are not obtained and search indemnity insurance is used instead, this may carry risk. We will advise on options, but the decision rests with you.

Where the matter involves third-party approvals (including regulatory bodies), we do not guarantee that any approval will be granted and accept no liability for decisions made by such third parties.

16A. Communication and Response Times

We aim to respond to correspondence promptly. However, due to the nature and volume of work, response times may vary.

As a general guideline, responses to emails and communications are typically provided within 2 to 5 working days, depending on the complexity and urgency of the matter.

Where a matter is urgent, this should be clearly marked as such and, where appropriate, followed up by telephone.

16B. Tribunal and Litigation Proceedings – Costs Warning

Where we act in connection with Tribunal proceedings, litigation, insolvency proceedings, contested applications, disputes, claims, appeals, enforcement action or any other contentious matter, you should be aware that we do not and cannot guarantee any particular outcome, result, recovery, award, settlement, judgment, order or commercial objective.

Legal proceedings are inherently uncertain. The outcome of any matter may depend upon a wide range of factors, including the evidence available, the conduct of the parties, the credibility of witnesses, the interpretation of documents, changes in law or procedure, judicial discretion, Tribunal discretion, third-party actions, insolvency issues, recoverability considerations and other matters outside our control.

In First-tier Tribunal (Property Chamber) proceedings, the general position is often that each party bears their own legal costs. A costs order in your favour is not automatic and is generally only made in limited circumstances and at the discretion of the Tribunal. You should not assume that your legal fees will be

recovered from another party even if your application, claim, defence or position is ultimately successful.

Similarly, in court proceedings, whilst costs recovery may be available in certain circumstances, recovery is rarely guaranteed. Even where a costs order is obtained in your favour, you may recover only part of your legal costs, and the amount recovered may be significantly less than the fees actually incurred. In some cases, a successful party may recover little or none of its legal costs.

Any costs order, settlement contribution towards legal costs, contractual entitlement to costs, insurance recovery, litigation funding recovery, indemnity, reimbursement, contribution or payment from any third party is not guaranteed and will depend upon the specific facts of the matter, the applicable law, the conduct of the parties, the financial position of those parties, recoverability considerations, enforcement considerations and, where applicable, the discretion of the relevant court, Tribunal or other decision-making body.

Even where a costs order is made in your favour, there is no guarantee that the paying party will have sufficient assets or resources to satisfy that order, nor that enforcement action will be successful. Recovery may be delayed, reduced, challenged, compromised or rendered impossible by insolvency, bankruptcy, liquidation, administration, dissolution, asset dissipation or other enforcement difficulties.

You should not assume that any legal costs incurred by you will be recoverable, whether in whole or in part, even where your claim, application, defence or position is successful.

You remain liable for our fees, disbursements and VAT regardless of:

- the outcome of the matter;
- whether proceedings are commenced;
- whether proceedings settle before a hearing;
- whether proceedings proceed to a final hearing;
- whether judgment is obtained;
- whether any award is made in your favour;
- whether any costs order is obtained;
- whether any costs order is successfully enforced; or
- whether the outcome sought is achieved.

All work undertaken in connection with Tribunal, litigation or contentious matters is chargeable whether or not the matter proceeds to a final hearing, achieves the desired outcome, settles, is withdrawn, is discontinued, becomes academic, is stayed or is otherwise brought to an end.

In some cases, a court, Tribunal or other decision-making body may order you to pay some or all of another party's legal costs, expenses, disbursements, interest, expert fees, counsel's fees or other liabilities. Such liability can arise even where you believe your position to be reasonable or where you have acted in good faith.

Where adverse costs risks are apparent, we will endeavour to advise you of those risks based upon the information available to us at the time. However, we cannot predict with certainty whether a costs order will be made, the amount of any such order, the extent of any costs recovery, the prospects of enforcement or the ultimate financial consequences of any proceedings.

You are responsible for considering and accepting the legal, commercial and costs risks associated with pursuing, defending or participating in any contentious matter.

Where we act in connection with Tribunal or litigation proceedings, you should be aware that we do not guarantee any particular outcome and cannot guarantee recovery of your legal costs from any other party.

In First-tier Tribunal (Property Chamber) proceedings, the general rule is that each party bears their own legal costs. A costs order in your favour is not automatic and is at the discretion of the Tribunal. You should not assume that your legal fees will be recovered from the other party even if your claim is successful.

You remain liable for our fees and disbursements regardless of the outcome of any proceedings. All work undertaken in connection with Tribunal or litigation matters is chargeable whether or not the matter proceeds to a final hearing or achieves the outcome sought.

Any costs order, settlement contribution towards legal costs, contractual entitlement to costs, insurance recovery, litigation funding recovery or reimbursement from any third party is not guaranteed and will depend on the specific facts of the matter, the conduct and financial position of the parties, recoverability considerations and, where applicable, the discretion of the relevant court or tribunal. You should not assume that any legal costs incurred will be recoverable, even where your claim is successful.

16C. Client Responsibility for Deadlines and Prompt Action

Where a matter involves court, Tribunal or other procedural deadlines, it is your responsibility to read all correspondence and communications sent by us promptly and to act upon them without delay. Time limits in legal proceedings are strict and in many cases cannot be extended.

We will advise you of deadlines as they arise and will communicate any urgent matters clearly. However, we cannot be responsible for any loss, adverse outcome, or missed deadline arising from your failure to read, respond to, or act upon our correspondence or advice in a timely manner. This includes where communications are sent by email, WhatsApp, or any other agreed channel and you fail to read or respond to them promptly.

Where we have provided advice or sent documentation requiring your approval, signature, instructions or any other action, and you have not responded within the timeframe indicated or within a reasonable period, we reserve the right to treat the matter as awaiting your instructions and we will not be responsible for any consequences arising from the resulting delay, including where a deadline expires during that period.

If you are uncertain whether a communication from us requires action, you should contact us immediately for clarification rather than assume no action is required.

17. Drafting and Delayed Instructions

Where we prepare draft documents and provide these to you, our agreed fees cover the initial drafting and any reasonable revisions requested within a reasonable timeframe.

If there is a delay in receiving your instructions (for example, where you revert after a period of time), or where further amendments are required following such delay, we reserve the right to charge additional fees. This will depend on the extent of the work required and whether the matter needs to be re-reviewed or updated.

Any such additional work will be discussed and agreed with you in advance.

A delay of more than 30 days may require the matter to be re-opened and re-assessed, and additional fees may apply.

18. Non-Completion / If the Matter Does Not Proceed

If the matter does not proceed or does not complete for any reason, you remain liable for all work undertaken and any disbursements incurred.

We reserve the right to charge an administrative fee to cover file opening, regulatory compliance, AML checks and internal administrative costs up to £300 plus VAT unless legal advice was provided during the initial communication in which case that will be separately chargeable.

18A. Inactivity and Reopening of Matter

If we do not receive instructions, responses, or required information from you for a continuous period of 60 days or more, we reserve the right to:

- issue an invoice for all work undertaken to date; and
- place the matter on hold or close our file.

If you subsequently request that we resume work on the matter, this may be treated as a new or re-opened instruction, and we reserve the right to:

- charge a reasonable fee for reviewing the file and re-familiarising ourselves with the matter; and
- revise our fees to reflect any changes in circumstances, complexity, or time elapsed.

We may also charge for any time spent reviewing, updating or re-familiarising ourselves with the matter following a period of inactivity.

18B. Disbursements – Authorisation

We may incur reasonable disbursements without prior approval where these are necessary for the progress of the matter. Disbursements generally will be discussed with you and agreed before being incurred, save where urgency makes prior approval impracticable, in which case we will notify you as soon as reasonably practicable.

You are responsible for all disbursements incurred in connection with your matter whether or not the matter proceeds to completion.

19. Confidentiality

We will keep your information confidential unless disclosure is required by law or necessary to carry out your instructions.

20. Conflict of Interest

We will notify you if a conflict of interest arises.

If a conflict cannot be resolved in accordance with our professional obligations, we may need to cease acting.

Where we act for more than one client in the same matter, you agree that we may act on a joint basis and share information between you as necessary to progress the matter, unless a conflict arises.

20A. Joint and Multiple Instructions

Where we are instructed by more than one person, or on behalf of an estate, company, partnership, or other entity, we are entitled to act on instructions given by any one of the named instructing parties unless we have been notified in writing that joint or unanimous instructions are required.

Where instructions are given jointly, each instructing party is jointly and severally liable for our fees and disbursements.

If conflicting instructions are received from different instructing parties, we reserve the right to pause work and seek clarification before proceeding. If a conflict arises between instructing parties which cannot be resolved, we may need to cease acting for one or all parties in accordance with our professional obligations.

21. Professional Indemnity Insurance

We maintain professional indemnity insurance as required by the Solicitors Regulation Authority.

Details of our insurer and policy coverage are available upon request.

22. Liability

This document forms part of our engagement documentation and should be read together with the accompanying Client Care Letter.

Our liability in connection with the matter is limited as set out in the Client Care Letter.

Unless otherwise agreed in writing, our liability in this matter is limited to £3,000,000.

Our liability shall be limited to the proportion of the loss or damage which is reasonably attributable to our negligence.

To the extent permitted by law, we shall not be liable for any indirect or consequential loss, including loss of profit, loss of opportunity or business interruption.

23. No Third-Party Reliance

Our advice is provided solely for the benefit of the client named in the Client Care Letter.

No other person may rely on our advice without our prior written consent.

If our advice is shared with any third party, we do not accept responsibility or liability to that third party.

24. Complaints

Details of our complaints procedure are available upon request.

If you remain dissatisfied after using our complaints procedure, you may refer the matter to the Legal Ombudsman.

25. Termination

Either party may terminate this retainer by written notice.

You remain liable for all fees and disbursements incurred up to the date of termination.

25A. File Transfer

If you request that your file be transferred to another solicitor or adviser, we reserve the right to:

- retain the file until all outstanding fees and disbursements have been paid in full; and
- charge a reasonable administrative fee for collating, copying and transferring the file.

26. Data Protection

We comply with UK GDPR.

Your personal data will be processed only for the purposes of providing legal services and complying with regulatory obligations.

A copy of our Privacy Notice, which sets out in further detail how we collect, use and store personal data, is available on our website at www.gurvelegal.com or upon request.

26A. Cybersecurity and Electronic Fraud

We will not notify you of a change to our bank account details by email alone. If you receive any communication purporting to be from us requesting payment to bank account details that differ from those previously provided, you must contact us immediately by telephone to verify the request before making any payment.

We cannot accept responsibility for any loss arising from payment made to a fraudulent account where you have not first verified the bank details with us directly by telephone. The risk of email interception and payment fraud is your responsibility to manage and you are encouraged to verify all payment instructions by telephone before transferring funds.

We recommend that you do not send sensitive personal or financial information by unencrypted email. Whilst we take reasonable steps to maintain the security of our systems and communications, we cannot guarantee the security of communications sent via email, WhatsApp, or other electronic platforms and are not responsible for any interception or unauthorised access.

27. File Retention

We will retain your file for a minimum period required by our regulatory obligations and internal policies.

After this period, we reserve the right to securely destroy the file without further notice.

If you require copies of documents after completion of the matter, we may charge a reasonable administrative fee for retrieving or reproducing the file. If you request retrieval, copying or transmission of your file (including from archive), we reserve the right to charge a reasonable administrative fee.

28. Governing Law

These Terms are governed by the law of England and Wales.

CLIENT ACKNOWLEDGMENT

I confirm that I have read, understood, and accept the Terms of Business.

Signed: _____ Name: _____

I confirm that I have read, understood, and accept the Terms of Business.

Signed: _____ Name: _____