TERMS OF BUSINESS

1. Introduction and Engagement Documents

These Terms of Business govern our relationship with you and apply to each matter in which we agree to act for you.

For each matter, we will provide you with a Matter Engagement Letter identifying the client or clients, the matter upon which we are instructed, the agreed scope of work, our fees or basis of charging, any material assumptions or exclusions, the person responsible for the matter and any other matter-specific arrangements.

These Terms of Business and the applicable Matter Engagement Letter together form the terms of our engagement with you.

References in these Terms to the "Matter Engagement Letter" include any subsequent written communication from us which expressly varies or supplements the agreed scope, fees, assumptions or arrangements for the matter.

By signing or otherwise expressly accepting the Matter Engagement Letter, you confirm your acceptance of these Terms of Business. Acceptance may also arise by conduct in accordance with section 6A below.

1A. Updates to these Terms

These Terms of Business are correct as at the date stated on the first page.

We may update our standard Terms of Business from time to time to reflect changes in legislation, regulation, professional practice or our internal procedures.

The version supplied at the commencement of your retainer will normally govern that retainer unless we notify you in writing that an updated version is to apply.

The latest version of our standard Terms of Business is available upon request or may be published on our website.

1B. Relationship Between Engagement Documents

The Matter Engagement Letter contains the terms which are specific to your particular matter. These Terms of Business contain the general terms which govern our relationship with you.

If there is any inconsistency between these Terms of Business and the Matter Engagement Letter, the Matter Engagement Letter will prevail in relation to the identity of the client, the scope of work, fees, fee assumptions, payment arrangements, timescales, responsible personnel and other matter-specific arrangements expressly addressed in it.

These Terms of Business will otherwise continue to apply.

Any proposal, estimate, scope description, email or other communication sent or exchanged before you accept the Matter Engagement Letter and these Terms of Business is superseded by the accepted engagement documents to the extent of any inconsistency, unless the Matter Engagement Letter expressly incorporates that earlier communication.

After the retainer has commenced, matter-specific terms may be varied or supplemented by a later written communication from us, including email, where that communication expressly states, or clearly records, a variation to the agreed scope, fees, assumptions, payment arrangements, timescales or instructions and is accepted by you expressly or by conduct in accordance with section 6A. To the extent of any inconsistency, that later agreed written variation will prevail over the earlier matter-specific term. Routine correspondence, informal comments or discussion of a matter does not of itself vary our engagement.

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 of work identified in the applicable Matter Engagement Letter and any subsequent written variation expressly agreed by us.

We do not assume responsibility for advising upon, investigating or undertaking matters outside the agreed scope merely because they are connected with, arise from or become apparent during the course of our work.

If you request work outside the agreed scope, we will determine whether that work falls within the existing engagement or constitutes additional work. Where additional work is required, we may agree the revised or additional scope and applicable fees in writing, including by email, without issuing a new Matter Engagement Letter.

No request, question, document or communication from you will of itself expand our retainer unless we have agreed to undertake the additional work.

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.

Where our instructions include undertaking legal due diligence, our review is intended to identify material legal issues reasonably apparent from the documentation and information made available to us at the time. It does not constitute a guarantee that every issue, liability, defect, irregularity or risk affecting the transaction, company, business or assets will be identified.

Unless expressly agreed otherwise in writing, our engagement does not include preparing, managing or submitting applications to regulatory bodies (including, where applicable, Ofsted, the Care Quality Commission, the Financial Conduct Authority or similar regulators). Our role is limited to providing legal advice on the regulatory implications unless a wider scope has been agreed in writing.

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.

3A. Scope Creep

Requests, questions or comments raised during telephone calls, meetings, emails, WhatsApp messages or other communications do not automatically expand the agreed scope of our retainer. We reserve the right to determine whether such work falls within the existing scope or constitutes additional work for which further fees are payable.

The provision of additional documents after commencement of the retainer does not automatically extend the agreed scope of work. Unless expressly agreed otherwise, we are entitled to determine whether review of such documentation falls within the existing retainer or constitutes additional chargeable work.

Where issues identified during the course of our work require implementation, rectification, preparation of additional documentation, negotiations with third parties, advice outside the agreed scope, or substantial additional correspondence, investigation, negotiation or implementation, such work will ordinarily constitute additional chargeable work unless expressly included within the agreed scope of our retainer.

3B. Limited and Advisory Instructions

Where we are instructed to undertake a discrete consultation, initial assessment, document review, legal opinion, preliminary review or other limited advisory exercise, our engagement is confined to the particular question, document, issue or work identified in the Matter Engagement Letter.

A limited advisory instruction does not require us to conduct a wider investigation into your affairs or identify every legal, factual, commercial or regulatory issue which may be connected with the subject matter.

Unless expressly included in the agreed scope, a limited advisory instruction does not include:

- implementation of our advice or recommendations;
- correspondence or negotiations with third parties;
- preparation, amendment or negotiation of additional documents;
- further investigations or due diligence;
- representation in proceedings;
- applications to third parties or regulatory bodies; or
- ongoing monitoring of the matter after our agreed work has been completed.

Any implementation or further work may be separately scoped and charged. Unless a different charging arrangement is agreed in writing, additional or out-of-scope work will ordinarily be charged on a time-spent basis at the applicable standard hourly rates set out in section 13.

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.

We proceed on the basis that you have obtained (or will obtain) any taxation, accounting or financial structuring advice appropriate to your transaction. Unless expressly agreed in writing, we do not review whether the chosen transaction structure is tax efficient.

Where financial statements, business plans, forecasts, cash flow models, financial projections or valuation models are provided to us, any review undertaken by us will ordinarily be limited to identifying legal issues relevant to our instructions. Unless expressly agreed otherwise, we do not verify their accuracy, completeness, commercial viability or underlying assumptions.

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.
- Notify us promptly of any material change in the facts, circumstances, objectives, parties, funding arrangements or transaction structure relevant to the matter.
- Satisfy our identification, anti-money laundering, source of funds, source of wealth and other regulatory requirements promptly when requested.
- Carefully consider the legal advice and information we provide before making decisions or instructing us to proceed.
- Inform us promptly if you believe that our written record or understanding of any material instruction, approval or decision is inaccurate.

Where your query or instructions can reasonably be provided in writing, you should send them to us by email. This enables us to consider the issues properly, maintain an accurate record of instructions and progress the matter more efficiently.

We are not responsible for delay where a client chooses to wait for a telephone discussion rather than providing information or instructions which could reasonably have been provided in writing.

5A. Our Responsibilities

We will:

- act in accordance with our legal and professional obligations;
- act in your best interests subject to our wider professional and regulatory duties;
- provide legal services with reasonable skill and care;
- provide information and advice in a manner intended to enable you to make informed decisions;
- keep you reasonably informed of material developments in your matter;
- advise upon material legal issues arising within the agreed scope of our engagement; and
- carry out the work described in the applicable Matter Engagement Letter.

Our advice and work will be based upon the information and documentation made available to us and the scope which we have agreed.

We are not required to investigate or advise upon matters outside the agreed scope unless subsequently instructed and we agree to do so.

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.

6A. Acceptance of Engagement Terms

We will ordinarily ask you to sign or otherwise expressly confirm your acceptance of the applicable Matter Engagement Letter and these Terms of Business.

Where you have received our Matter Engagement Letter and Terms of Business, acceptance may also be demonstrated by conduct if you:

- ask us to commence or continue work;
- provide instructions, comments or approvals;
- provide documents for us to review or act upon;
- pay monies on account or an invoice;
- sign or approve documents prepared in connection with the matter;
- continue corresponding with us in connection with the agreed work; or
- otherwise conduct yourself in a manner consistent with our appointment.

Such conduct may constitute acceptance of the Matter Engagement Letter, these Terms of Business, the agreed scope and our fee arrangements.

Nothing in this section requires us to commence substantive work before any conditions specified in the Matter Engagement Letter have been satisfied, including conflict checks, anti-money laundering requirements, identification requirements and payment of monies on account.

For the avoidance of doubt, acceptance of our engagement terms by conduct does not, by itself, constitute any express request or acknowledgement required by consumer protection law for us to commence services during a statutory cancellation period or for any statutory cancellation right to cease. Where such a request or acknowledgement is required, it must be given expressly in the Matter Engagement Letter or otherwise in an appropriate written form.

Where we confirm our understanding of your instructions, proposed course of action, fee arrangement, assumptions or scope of work in writing, we are entitled to proceed on that basis unless you notify us promptly that our understanding is incorrect.

If you continue corresponding with us, provide further documentation, request further work, execute documents prepared by us, or otherwise permit us to continue acting without raising any objection, we may treat our last communicated understanding of your instructions as accepted and continuing.

We shall not be responsible for any misunderstanding arising from your failure to correct our written understanding of your instructions within a reasonable time.

7. Reliance on Client Information

Where we record or confirm a material instruction, approval, decision or course of action in writing, you should notify us promptly if our understanding is incorrect. Subject to our professional obligations, we are entitled to proceed upon the basis of instructions and approvals which you have given or which we have accurately recorded and which you have not corrected.

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.

Unless expressly instructed otherwise, we do not verify the accuracy of statements, representations, projections or estimates made by third parties.

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.

We are not responsible for the completeness of documentation disclosed by another party or its advisers. Where documents are withheld, unavailable, inaccurate or incomplete, our advice and any due diligence undertaken will necessarily be limited to the information made available to us.

We are under no obligation to make speculative enquiries or assume the existence of documentation which has not been disclosed.

8. Information Available and Historic Matters

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

9. Advice Based on Information Available

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

If further documentation or information becomes available which materially affects the legal position, our advice or 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.

Where written advice has been provided, subsequent meetings, telephone calls or discussions are intended to explain or clarify that advice. Unless expressly agreed otherwise, they are not intended to replace, expand or supplement the agreed written advice.

12. Client Decisions, Instructions and Changes of Position

We provide legal advice and recommendations, but decisions concerning your objectives, commercial position and whether to proceed with a particular course of action ultimately remain yours.

Where we have advised you of the material legal implications of a course of action and you nevertheless instruct us to proceed, we may act upon those instructions provided that we are professionally and legally able to do so.

Where we undertake work in accordance with instructions, approvals or decisions given by you, a subsequent change of view, objective or position does not retrospectively alter the instructions previously given or render work properly undertaken on your authority unauthorised.

If your instructions subsequently change, you should inform us promptly. Any resulting additional review, advice, amendment, repetition of work or change in strategy may constitute additional chargeable work.

Nothing in this section restricts your right to ask questions about our work, seek clarification, challenge our fees or make a complaint, nor does it limit any professional duty which we owe to you.

13. Fees and Costs

The fee, estimate, cap, fixed fee or other basis of charging applicable to your matter will be set out in the Matter Engagement Letter or otherwise agreed with you in writing.

Our fees are subject to VAT where applicable. Disbursements and third-party costs are payable in addition unless expressly stated otherwise.

Where we agree a fixed fee or capped fee, this will be expressly identified as such in writing and will apply subject to the scope, assumptions and exclusions upon which that arrangement is based.

Where we provide an estimate or quotation which is not expressly stated to be fixed or capped, it is an estimate based upon the information available and the anticipated level of work, complexity and professional input at the time it is given.

Where work is charged on a time-spent basis, time will be recorded and charged at the applicable hourly rate of the personnel working on the matter. Our standard hourly rate ranges are set out below. A different rate or charging basis may be agreed for a particular matter or workstream in writing.

Standard Hourly Rates

Partner / Consultant / Senior Solicitor: £425–£525/hour
Solicitor / Associate: £325-£425/hour
Trainee / Paralegal / Legal Executive: £225-£300/hour
Legal Assistant: £175-£250/hour
Administrative / support work (where chargeable): £125-£175/hour

All hourly rates are exclusive of VAT. The rate applied within the relevant range may vary according to the type, value, complexity, urgency and risk profile of the matter, the specialist expertise required and the nature of the work undertaken. Where a matter or additional workstream is to be charged on a time-spent basis, we will ordinarily confirm the applicable rate or charging basis in writing before material work is undertaken where reasonably practicable.

Where your matter is being undertaken under an agreed fixed fee, capped fee, estimate or other charging arrangement, these standard hourly rates do not displace that arrangement while it continues to apply. They may, however, be used where these Terms or a later written agreement provide for time-spent charging, including additional or out-of-scope work, affected work arising from a material change in circumstances or scope, re-review or re-familiarisation following delay or suspension, and assessment of work properly undertaken where an engagement ends before completion.

Unless another charging arrangement is agreed in writing, work falling outside the agreed scope will ordinarily be charged on a time-spent basis at the applicable standard hourly rates set out above.

Increased Complexity, Protraction or Additional Work

If the factual background, property or unit, transaction, parties, purchasing, ownership or funding structure, documentation, legal issues or scope materially differ from those initially described, if the proposed work is replaced by or develops into a materially different transaction or workstream, if the matter becomes unexpectedly complex, protracted or fragmented into workstreams requiring materially different expertise, if assumptions underlying our quotation prove incorrect, or if negotiations or correspondence become unusually extensive or contentious, we reserve the right to revise our fee estimate or charging arrangement. We will notify you before undertaking material additional chargeable work save where immediate action is reasonably necessary to protect your position, comply with legal or regulatory obligations or meet an applicable deadline.

Any fixed fee, capped fee, estimate or quotation is based upon the scope, information, circumstances and assumptions known to us at the outset and upon the matter proceeding in a reasonably straightforward manner without material unforeseen difficulty, complexity, delay, dispute, protraction or substantial additional work.

Where we have agreed a fixed fee or capped fee, that arrangement applies only for so long as the matter continues substantially within the scope and assumptions upon which the fee was agreed. If the factual background, documentation, legal issues or scope materially differ from those initially described, the matter becomes unexpectedly complex, protracted, contentious or fragmented, negotiations or correspondence become unusually extensive, unforeseen issues arise, or any material assumption underlying the agreed fee proves incorrect, the fixed or capped fee may cease to apply to the affected work.

In those circumstances, we may propose a revised fixed or capped fee, an additional fee, or that further work will be undertaken on a time-spent basis at the applicable hourly rates, subject to any estimate or costs information which we provide. We will notify you of the revised charging arrangement before undertaking material additional chargeable work, save where immediate action is reasonably necessary to protect your position, comply with legal or regulatory obligations or meet an applicable deadline.

Ongoing Costs Information

We will seek to keep you reasonably informed of material developments affecting costs where appropriate. It is not always possible to provide real-time updates as time is incurred, and you are encouraged to raise any queries regarding costs at any stage.

Liability for Work Undertaken

Where additional work outside the agreed scope is recommended by us but you decide not to instruct us to undertake it, we shall not be responsible for any resulting loss, delay, increased costs or adverse outcome. You remain liable for fees properly incurred up to the date our retainer ends in accordance with the agreed charging arrangement, regardless of whether the matter proceeds, completes or is transferred elsewhere. Where we have provided an estimate, we will seek to notify you of material changes affecting that estimate in accordance with these Terms and our professional obligations.

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

Third-Party Costs and Auction Matters

You are responsible for any third-party costs, including the other side's legal fees, agents' or contractors' fees, or other external costs, whether

or not the matter proceeds to completion. In auction matters, work is undertaken within compressed timescales and all work undertaken is chargeable regardless of whether the transaction completes.

Change of Purchasing or Transaction Structure

Our fee arrangement is based upon the property or subject matter, transaction, parties, purchasing, ownership and funding structure described to us at the outset. If any of these materially changes, including a change of property or unit, addition or substitution of a party, different funding arrangements, or replacement of the proposed transaction with a materially different transaction, we may revise our fees, scope and timescales.

13A. Website and Published Pricing Information

Any pricing, fee ranges, estimates, examples or other costs information published on our website or in general marketing material is provided for general information and regulatory transparency purposes only. Unless expressly stated otherwise, it does not constitute a fixed fee, binding quotation or contractual offer for any particular matter.

Published pricing may be based upon assumptions concerning the nature, value, complexity, scope and expected progression of a typical matter. The fee applicable to your particular matter will depend upon the information available to us, the work required and any relevant assumptions, exclusions, complexity or additional circumstances.

The fee or basis of charging applicable to your matter will be confirmed in your Matter Engagement Letter or otherwise agreed with you in writing. Where there is any difference between general pricing information published on our website and the matter-specific fee arrangements agreed with you, the matter-specific written arrangements will apply.

Any published fee or range should be read together with any stated assumptions, inclusions, exclusions, disbursements, third-party costs, VAT treatment and other qualifications applicable to that pricing information.

Published prices and ranges may be reviewed or updated from time to time. Any subsequent change to general published pricing will not of itself vary the fee arrangement already agreed for an existing matter unless we agree a variation with you in writing.

Nothing in this section limits our obligation to provide costs information in accordance with our professional and regulatory obligations.

14. Payment Terms and Monies on Account

The Matter Engagement Letter will specify any initial payment on account required before we commence substantive work.

Where payment on account is stated to be a condition of our accepting or commencing instructions, we are not required to commence substantive work until that payment has been received in cleared funds together with completion of any other applicable onboarding requirements.

We may reasonably require further payments on account as the matter progresses, including to replenish funds previously applied against invoices or to meet anticipated fees and disbursements.

Unless otherwise agreed, invoices are payable within 7 days of issue. We may issue interim invoices at appropriate stages of a matter and may apply monies held on account towards invoices rendered to you where permitted to do so.

If a required payment is not made, we may suspend work and, where we have good reason and are legally and professionally entitled to do so, terminate our retainer after giving such reasonable notice as is appropriate in the circumstances.

If a matter does not proceed, completes only in part, is paused, is transferred or our retainer otherwise ends, monies held on account are not automatically refundable in full. We will reconcile the account against fees, VAT, disbursements and third-party costs properly due under the agreed charging arrangements. Where client money is to be used to pay our costs, we will first provide a bill of costs or other written notification of the costs incurred and will only transfer the specific amount properly due, in accordance with the SRA Accounts Rules. Any surplus remaining after sums properly due have been dealt with will be returned to you in accordance with our professional obligations.

You remain responsible for fees properly incurred and disbursements committed or incurred up to the date upon which our retainer ends.

Late Payment and Interest

If any invoice or other sum properly due to us is not paid by the due date, we reserve the right to charge interest on the outstanding amount from the day following the due date until payment in full.

Where the client is acting in the course of a business, trade or profession and the Late Payment of Commercial Debts (Interest) Act 1998 applies, we reserve the right to claim statutory interest, compensation and reasonable recovery costs available to us under that legislation.

In all other cases, and to the extent permitted by law, we reserve the right to charge simple interest on overdue sums at 4% per annum above the Bank of England base rate applicable from time to time, calculated on a daily basis from the day following the due date until payment in full.

We may also seek to recover any reasonable costs and expenses properly incurred in recovering overdue sums, to the extent permitted by law.

The charging of interest or recovery costs does not affect our other rights under these Terms, including our right to require further payment on account, suspend work or terminate our retainer where we are legally and professionally entitled to do so.

15. Client Money

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

15A. Interest on Client Money

Where we hold client money on your behalf in a client account, we will account to you for a fair sum of interest in accordance with the SRA Accounts Rules and our client account interest policy.

Whether interest is payable, and the amount payable, may depend upon factors including the amount held, the period for which it is held, prevailing interest rates and the circumstances in which the money is held.

A copy of our client account interest policy is available upon request.

Any different arrangement concerning the payment of interest will only apply where agreed in writing and where sufficient information has been provided to enable informed consent.

15B. Anti-Money Laundering, Identification and Source of Funds

We are required to comply with legal and regulatory obligations concerning client identification, anti-money laundering, terrorist financing, financial sanctions and, where applicable, source of funds and source of wealth.

You agree to provide promptly such information and documentation as we reasonably request in order to satisfy those obligations. We may request further or updated information at any stage of a matter.

We may be unable to commence, continue, exchange, complete, transfer funds or undertake particular work until our applicable compliance requirements have been satisfactorily completed.

Where the purchase monies or other relevant funds originate overseas, are provided by a third party, pass through multiple accounts or entities, arise from trusts or corporate structures, or otherwise require enhanced verification, additional enquiries and documentation may be necessary.

Routine onboarding and compliance work will be dealt with in accordance with the fee arrangements stated in the Matter Engagement Letter. Where enhanced due diligence, source of funds or source of wealth enquiries become materially more extensive than could reasonably have been anticipated at the outset, we reserve the right to charge for the additional work after notifying you.

Unless expressly included in our agreed scope, we do not advise upon or prepare loan agreements, gift documentation, declarations of trust or other bespoke documents governing arrangements between family members, investors or other third-party funders.

We are not responsible for delays caused by the time reasonably required to satisfy our legal and regulatory obligations.

In certain circumstances, the law may prevent us from explaining why particular information is required, why work has been delayed or why we are unable to continue acting.

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.

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 genuinely urgent, this should be clearly marked as such and, where appropriate, followed up by telephone.

Please avoid sending repeated chasers within the usual response period unless the matter is genuinely urgent. Each communication must be reviewed, recorded and, where appropriate, considered by the relevant fee earner. Repetitive or materially excessive correspondence may increase the time and cost involved and, where it falls outside the agreed scope or assumptions, may constitute additional chargeable work under section 13.

Response times are indicative only and not guaranteed. Some matters may require legal research, review of documentation, internal consultation or consideration by the supervising solicitor before a substantive response can be provided.

16B. Tribunal and Litigation Proceedings – Costs Warning

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.

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.

16D. Meetings and Conferences

Meetings, telephone conferences and video conferences included within an agreed fee are intended primarily to explain, clarify or discuss our written advice and the agreed scope of our instructions.

Unless expressly agreed otherwise in writing, such meetings do not include review of new documentation, advice on additional legal issues, consideration of matters outside the agreed scope of work, or any expansion of the retainer.

Where additional matters are raised during any meeting, telephone conference or video conference, we reserve the right to advise that such work falls outside the agreed retainer and may be separately chargeable.

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. Where a matter has been delayed, paused or suspended and work is required to review, update or re-familiarise ourselves with the file before substantive work can resume, that work may be charged on a time-spent basis at the applicable standard hourly rates unless it is already included within an agreed fee arrangement.

18. If the Matter Does Not Proceed or Complete

If a matter does not proceed or complete for any reason, or if our engagement ends before completion whether at your request, by transfer to another adviser, by mutual agreement or otherwise, you remain responsible for fees for work properly undertaken together with any disbursements and third-party costs incurred or committed on your behalf, in accordance with the applicable charging arrangement.

Where we have agreed a fixed fee or capped fee and our engagement ends before the work covered by that arrangement has been completed, we may charge a reasonable amount for the work properly undertaken up to the date our engagement ends. In assessing that amount, we may have regard to the time properly spent at the applicable standard hourly rates, the work undertaken, the stage reached, the complexity and urgency of the matter and the overall fixed fee or cap agreed. For work falling within the original agreed scope, the amount charged will not exceed the applicable fixed fee or cap. Separately agreed additional work, additional workstreams and properly incurred disbursements or third-party costs remain payable in addition.

Where an exact hourly rate was not separately confirmed because the matter was originally undertaken under a fixed or capped fee, any time-spent assessment under this section will use a rate within the applicable standard range in section 13 which reasonably reflects the type and complexity of the matter and the seniority and expertise of the person who performed the work.

Any monies held on account may, where legally and professionally permissible and after the required bill or other written notification of costs has been provided, be applied towards fees, VAT, disbursements or third-party costs properly due. The fact that a matter has ended or become abortive does not of itself make monies on account refundable in full. Any balance remaining after payment of sums properly due to us will be returned to you in accordance with our professional obligations.

Where termination, closure or transfer of a matter itself requires additional work which is not already included within the agreed scope, such as substantive handover work, file reconciliation, preparation of additional transfer material or other necessary closing work, we may charge for that additional work at the applicable standard hourly rates where legally and professionally permissible. The fact that a transaction, claim, application or other matter does not ultimately proceed or achieve the intended outcome does not remove liability for work already properly undertaken.

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, the matter may be treated as a new or re-opened instruction. Work reasonably required to review, update and re-familiarise ourselves with the file will ordinarily be charged on a time-spent basis at the then-applicable standard hourly rates unless another charging arrangement is agreed in writing. We may also revise our fees, scope or timescales to reflect changes in circumstances, complexity, law, documentation or the time elapsed.

18B. Disbursements – Authorisation

We may incur routine and reasonably necessary disbursements required for the proper progression of your matter without obtaining separate prior authority on each occasion. We will ordinarily seek your approval before incurring any material or unusual disbursement not already identified or reasonably contemplated as part of the engagement. Where urgency makes prior approval impracticable, we may incur a reasonably necessary disbursement and notify you as soon as reasonably practicable thereafter.

You are responsible for disbursements properly incurred or committed 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.

Where a matter involves prospective shareholders, business partners, investors or guarantors, we do not advise any such person unless they are expressly named as our client.

20A. Joint and Multiple Instructions

Where we are instructed by more than one individual, company, trustee, executor, director, shareholder, leaseholder group, partnership or other body, we may ordinarily rely upon routine administrative and procedural communications received from:

- any named client;
- an agreed primary point of contact or coordinator;
- an individual expressly authorised by the clients to communicate on their behalf; or
- another person whom the clients have expressly permitted to communicate with us regarding the matter,

unless we have been expressly notified in writing before acting that unanimous instructions or another specific authority procedure is required.

Unless expressly agreed otherwise in writing, authority to communicate on behalf of other clients does not itself confer authority to make material substantive decisions on their behalf.

Where a decision materially affects a client's legal rights or obligations – including settlement or compromise, approval of material acquisition or disposal terms, withdrawal or abandonment of proceedings, execution of substantive documents or another material change in strategy – we may require instructions or approval from each affected client unless that client has expressly delegated the relevant authority in writing.

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.

20B. Additional Clients and Parties

Where additional individuals, companies, guarantors, shareholders, partners, family members, investors or other persons subsequently wish to become clients after our retainer has commenced, we reserve the right to carry out further conflict checks, anti-money laundering checks and onboarding procedures before accepting instructions from them.

21. Professional Indemnity Insurance and Regulatory Protections

We are authorised and regulated by the Solicitors Regulation Authority and maintain professional indemnity insurance as required by the SRA's regulatory arrangements.

Details of our professional indemnity insurer and applicable cover are available upon request.

In circumstances covered by the applicable rules, eligible clients may also be able to apply to the SRA Compensation Fund. The Compensation Fund is a discretionary fund and eligibility for, and the amount of, any grant is determined under the applicable SRA rules.

22. Liability

Unless a different lawful limitation is expressly agreed in the Matter Engagement Letter, our aggregate liability to you arising from or in connection with the matter shall be limited to £3,000,000.

Nothing in these Terms excludes or restricts any liability which cannot lawfully be excluded or restricted or reduces any liability below any minimum level which we are required to maintain under applicable professional rules.

Subject to the above, our liability shall be limited to the proportion of the loss or damage which is reasonably attributable to our breach of duty.

To the extent permitted by law, we shall not be liable for 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 or clients identified in the applicable Matter Engagement 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.

23A. Non-Instructing Participants

Where any person who is not our client participates in meetings, telephone calls, video conferences, email correspondence or other communications relating to your matter, this does not create a solicitor-client relationship with that person.

Our professional duties, obligations and advice remain owed solely to the client or clients identified in the applicable Matter Engagement Letter unless and until we expressly agree in writing to act for that additional person and all required onboarding, anti-money laundering, conflict and engagement procedures have been completed.

Attendance at meetings, receipt of documents, participation in discussions, or receipt of copies of correspondence does not entitle any non-instructing participant to rely upon our advice or create any duty of care owed by us to that person.

24. Complaints

We are committed to providing a high standard of service. If at any time you are unhappy with our service or have concerns about our charges, please raise the matter with us so that we have an opportunity to resolve it.

A complaint may be made in writing to the Complaints Partner, Gurve Legal Solicitors, by email to info@gurvelegal.com, or by post to First Floor, Building 3, Chiswick Business Park, London W4 5YA.

Our full complaints handling procedure is published on our website and is also available upon request.

We will deal with complaints promptly, fairly and free of charge.

If we have not resolved your complaint to your satisfaction within eight weeks, or once we have issued our final response, you may be entitled to refer the complaint to the Legal Ombudsman.

Ordinarily, a complaint must be referred to the Legal Ombudsman within six months of our final response and no later than one year from the act or omission complained of, or one year from when you should reasonably have known there was cause for complaint.

Legal Ombudsman, PO Box 6167, Slough, SL1 0EH. Telephone: 0300 555 0333. Email: enquiries@legalombudsman.org.uk. Website: www.legalombudsman.org.uk

The Legal Ombudsman generally deals with complaints concerning service and charges. Concerns about serious professional misconduct or breaches of the SRA's regulatory requirements may instead be reported to the Solicitors Regulation Authority. Further information is available at www.sra.org.uk.

24A. Unacceptable Conduct, Communication Restrictions and Protection of Staff

Gurve Legal will not treat the making of a complaint, a reasonable challenge to an invoice, a disagreement with our advice or the exercise of any right to refer an eligible complaint to the Legal Ombudsman as unacceptable conduct.

However, abusive, threatening, discriminatory, harassing or inappropriate behaviour, or communications which become persistently excessive, repetitive or unreasonable in a manner which materially interferes with our ability to provide legal services, deal with a complaint effectively or protect the welfare of members of our firm, may result in proportionate restrictions being placed on communications.

Depending upon the circumstances, such measures may include requiring communications to be made in writing, requiring communications to be directed through a nominated point of contact, limiting the frequency or method of communications, ending telephone or video calls where abusive or threatening or intimidating behaviour continues, and declining to provide repeated substantive responses to matters which have already been addressed unless materially new information is provided.

Before imposing material restrictions, we will ordinarily seek to explain the conduct giving rise to concern and provide an opportunity for the behaviour to change, unless the conduct is sufficiently serious to justify immediate action. Any restrictions will be considered proportionately having regard to the circumstances and to any legal obligations concerning accessibility, equality or reasonable adjustments.

In serious or persistent cases, and where legally and professionally permissible, such conduct may also constitute good reason for us to suspend work or terminate our retainer in accordance with section 25. Nothing in this section affects your right to make a complaint or to refer an eligible complaint to the Legal Ombudsman.

24B. External Complaints, Unlawful Conduct and Reservation of Rights

If a complaint is referred to the Legal Ombudsman, the complaint will

be dealt with in accordance with the Legal Ombudsman's applicable Scheme Rules. We reserve the right to raise any jurisdictional, limitation, admissibility or dismissal issue available to us under those rules, and to provide the Legal Ombudsman with relevant evidence concerning the circumstances of the complaint and the conduct of the parties.

The Legal Ombudsman's Scheme Rules permit it, in specified circumstances, to dismiss or discontinue all or part of a complaint, including where there is no reasonable prospect of success, where there are compelling reasons why the matter is inappropriate for it to deal with, where a complaint is frivolous or vexatious, or where investigation would be disproportionate having regard to matters including the likely impact, complexity, volume of evidence or the complainant's conduct. Any decision whether to dismiss or discontinue a complaint is a matter for the Legal Ombudsman.

Where conduct connected with a complaint is separate from the making of the complaint itself and may amount to bullying, harassment, threats, intimidation, discriminatory conduct, unlawful publication of false statements, misuse of confidential information, criminal conduct or other unlawful behaviour, we reserve the right, subject to our professional and legal obligations, to take such proportionate steps as may reasonably be necessary to protect members of our firm, our business and our legal rights. Such steps may include preserving evidence, restricting contact, notifying relevant authorities, regulators or platform operators, seeking injunctive or other civil relief, or taking other appropriate legal action.

Any such action would relate to the separate conduct concerned and not to the fact that a complaint has been made. The handling of a complaint itself will remain free of charge.

25. Suspension and Termination

You may terminate our engagement by giving us written notice at any time, subject to liability for fees and disbursements properly incurred up to termination.

We may suspend work or cease acting where we have good reason to do so and, where required, after giving you reasonable notice having regard to the circumstances of the matter and our professional obligations.

Circumstances which may constitute good reason include:

- a material breakdown in the relationship of trust and confidence necessary for us to continue acting effectively;
- inability to obtain clear, lawful or timely instructions;
- persistent failure to provide information, documentation or cooperation reasonably required for the matter;
- failure to pay fees, disbursements or a reasonable payment on account where payment is contractually required;
- abusive, threatening, discriminatory, harassing or seriously inappropriate conduct towards members of our firm, or persistently excessive or unreasonable communications which materially interfere with our ability to continue acting effectively circumstances giving rise to a conflict of interest;
- inability to satisfy anti-money laundering, sanctions or other legal or regulatory requirements;
- instructions requiring us to act unlawfully, improperly or contrary to our professional obligations;
- instructions which we consider we cannot professionally advance; or
- any other circumstances in which there is good reason for us to conclude that we can no longer properly continue the retainer.

A reasonable request for clarification, disagreement with our advice, challenge to an invoice or exercise of your right to make a complaint will not, of itself, constitute grounds for termination.

Where we cease acting, we will take such reasonable steps as are required by our professional obligations to minimise foreseeable prejudice to your position, having regard to the circumstances.

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, where legally and professionally permissible, for any additional work reasonably required in collating, copying, retrieving or transmitting the file.

Any right of retention or lien will be exercised subject to our legal and professional obligations and the circumstances of the matter.

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 upon request and, where published, on our website at www.gurvelegal.com.

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.

Clients should take reasonable precautions against payment fraud and independently verify any payment instructions which appear unusual or differ from those previously provided. Subject to any liability which cannot lawfully be excluded or restricted, we will not be responsible for losses arising from fraudulent payment instructions where the fraud did not result from a breach of duty by us and the client failed to follow the verification precautions set out above.

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, electronic communications carry inherent security risks and we cannot guarantee that communications sent by email, WhatsApp or other electronic platforms will be free from interception or unauthorised access. Nothing in this provision excludes or restricts liability which cannot lawfully be excluded or restricted.

26B. Consumer Cancellation Rights

Where you are acting as a consumer and our contract with you is concluded at a distance or away from our business premises, you may have a statutory right to cancel the contract within 14 days after the day on which the contract is entered into.

If you wish us to begin work during the cancellation period, you may expressly request that we do so. If you subsequently cancel after requesting that work commence, you may be required to pay for services properly supplied up to the date of cancellation in accordance with applicable law.

Where the services have been fully performed during the cancellation period following your express request and acknowledgement of the applicable consequences, your statutory cancellation right may cease.

Where applicable, information explaining your cancellation rights and the model cancellation form appears at the end of these Terms of Business.

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 request retrieval, copying, reproduction or transmission of documents or your file following completion or from archive, we reserve the right to charge a reasonable administrative fee, where legally and professionally permissible.

28. Governing Law

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

APPENDIX – CONSUMER CANCELLATION NOTICE AND MODEL CANCELLATION FORM

This appendix applies only where you are contracting with us as a consumer and our contract with you is concluded at a distance (for example, entirely by phone, email or online) or away from our business premises. It is provided in accordance with the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

Your Right to Cancel

You have the right to cancel this contract within 14 days without giving any reason.

The cancellation period will expire 14 days after the day on which the contract is entered into.

To exercise the right to cancel, you must inform us (Gurve Legal Solicitors, First Floor, Building 3, Chiswick Business Park, London W4 5YA, email: info@gurvelegal.com) of your decision to cancel this contract by a clear statement (for example, a letter sent by post or email). You may use the model cancellation form set out below, but it is not obligatory.

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

Effects of Cancellation

If you cancel this contract, we will reimburse to you all payments received from you, except for amounts corresponding to services already properly supplied up to the point at which you inform us of your cancellation (see "Express Request for Early Commencement of Services" below).

We will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this contract. We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

Express Request for Early Commencement of Services

If you want us to begin providing services during the 14-day cancellation period, you must make an express request to that effect. The Acceptance section of your Matter Engagement Letter contains a form of words by which you may make this request.

If you make such a request and subsequently cancel, you will be required to pay us an amount which is in proportion to the services already properly supplied up to the point at which you informed us of your cancellation, compared with the full coverage of the contract.

Where the services have been fully performed and you expressly requested that we begin performance during the cancellation period and acknowledged that you would lose your right to cancel once the contract had been fully performed, your right to cancel will cease once performance is complete.

Model Cancellation Form

(Complete and return this form only if you wish to cancel the contract.)

To: Gurve Legal Solicitors, First Floor, Building 3, Chiswick Business Park, London W4 5YA, email: info@gurvelegal.com

I/We hereby give notice that I/We cancel my/our contract for the supply of the following service:

_____

Ordered on / matter commenced on: _____

Name of client: _____

Address of client: _____

Signature of client (only if this form is notified on paper): _____

Date: _____