



BLANDY & BLANDY
solicitors

Terms of
Business



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1733

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Purpose of Terms of Business

The purpose of this document is to provide you with important information on how we work, how we charge for our work and to set out the terms on which we will be acting for you. Although you might have been sent this document as a result of instructions on a particular matter, these terms will apply to each matter on which you instruct us, whether as an individual or on behalf of any business, company, or companies. You should read these terms carefully, along with your client care letter (also referred to as a letter of engagement) and any other documents referred to within that client care letter, as these documents set out the basis on which we will provide services to you and form the contract between us. Your continuing instructions will amount to your acceptance of these terms of business. By accepting these terms, you are entering into a contract with Blandy & Blandy LLP. Please do not hesitate to ask questions if there is anything in this document which you do not understand.

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

Who we are

Blandy & Blandy LLP is a limited liability partnership registered in England and Wales under number OC 348096. The registered office is at One Friar Street Reading Berkshire RG1 1DA. Telephone: 0118 951 6800. Website: www.blandy.co.uk. VAT number: GB 198 9385 81. A list of Members may be inspected at our Registered Office.

"Partner" denotes a Member or a senior Employee of Blandy & Blandy LLP.

Blandy & Blandy LLP is authorised and regulated by the Solicitors Regulation Authority (SRA) under SRA ID 520336 (Reading main office), 620716 (Reading 33 Blagrove Street office), 659870 (Henley-on-Thames office) and 8006230 (Wokingham office). This means that we are required to comply with a number of professional rules set out in the SRA Standards and Regulations which you can view at www.sra.org.uk/solicitors/standards-regulations-resources. The SRA can be contacted at www.sra.org.uk or on 0370 606 2555.

The SRA Indemnity Insurance Rules, in force from time to time, require us to take out and maintain Professional Indemnity Insurance with participating insurers. Information about the compulsory layer of Professional Indemnity Insurance we carry, including the contact details of our insurers and the territorial coverage of our insurance, are available in hard copy at our Registered Office or made available upon request.

Our Wills, Probate, Tax and Trusts team adheres to the STEP Codes of Conduct which set out the key ethical and professional standards of its members. Further details can be viewed at [Public_Guide_to_Will_Code_2019.pdf_\(step.org\)](http://Public_Guide_to_Will_Code_2019.pdf_(step.org)) or we can provide further information on request. STEP can be contacted at www.step.org/contact or on 020 3752 3700.

Our aim

Our overall aim is to provide you with a service which is completely satisfactory to you in every respect.

Our service commitment

We will keep you regularly informed of progress in relation to your matter and likely future timescales. At each stage, we will explain what work might need to be carried out by us.

Our responsibilities include advising you on the law, following your instructions, reviewing your matter regularly, and discussing with you whether the potential outcomes justify the expense and risks involved with your matter.

Once a matter has ended, unless we expressly agree in writing otherwise:

- a) we are not responsible for updating our advice or documentation to reflect any later changes in the law or practice; and
- b) we will not remind you about future deadlines or obligations relevant to that matter.

You need to provide us with clear and timely instructions, the information and documents required for us to do our work, and funds required.

We can be contacted by telephone, email, or letter. Personal calls usually require a prior appointment. Our normal office hours are 8.30am to 5.30pm Monday to Friday, although individuals can often be contacted outside these hours during the week on their direct telephone numbers.

Please also see our [Service Standards](#) on our website. Please be aware that, whilst we will do our best to comply with these Service Standards, there may be circumstances beyond our control, for example, in a pandemic situation, where we may not be able to meet our desired communication timeframes.

Responsibility for work

You will always be informed who will be responsible for handling the work on your file and (if different) who is the partner with overall responsibility. You should feel free to contact the person dealing with your work at any time on any aspect of the work. If for any reason they are unavailable you can speak to their secretary who will either be familiar with the latest developments or will, at least, take and pass on a message. Appointments can also be made through the secretaries.

We try to avoid changing the people who handle your work but if this cannot be avoided, we will inform you promptly who will be handling the matter and why the change was necessary. The same will apply if the supervisor or partner with overall responsibility changes.

How we charge

The basis for our charges will be set out at the outset of any matter.

Hourly rate services

Like most solicitors our charges for work are based on the time spent dealing with the matter charged out at the charging rates of the personnel involved. These rates are based on the level of experience of the person carrying out the work as reflected in their status.

Time spent will include meetings with you (and any third parties) as well as considering, preparing, and working on papers; correspondence (whether by letter, email, or other means of communication); making and receiving telephone calls, research; internal consultations, and travelling. Our time is recorded and charged in units of 1/10th of an hour i.e. 6 minutes per unit at the applicable hourly rate. We may in some circumstances also charge you for the time spent in relation to compliance issues, including verifying your identity, investigating your source of funds or source of wealth, and checking whether or not you or another person involved in the matter are the subject of sanctions. You can of course help to keep costs to a minimum.

We will provide details of our applicable charging rates at the outset of any matter. We will add VAT to our charges at the rate which applies when the work is done. Charge out rates are reviewed annually, and we will notify you in writing of any increased rate. If you are not notified of any change in rates, please do not hesitate to ask. If you do not accept the new rates after review, we reserve the right not to continue acting for you.

In addition to the time spent, our charges may take into account a number of additional factors, which include the complexity of the issues, the speed at which action must be taken, work done outside normal working hours, the expertise or specialist knowledge that the case requires and, if appropriate, the value of the property or subject matter involved.

When acting in the administration of an estate, our charges may also include a "value element" which is a percentage of the gross (pre-tax) value of the Estate, as the monetary value involved is one measure of the extent of responsibility falling on the LLP. The actual percentages vary depending on the circumstances of the matter.

According to Law Society Guidelines, we may charge a value element of up to 1% of the gross value of the Estate (excluding the value of the deceased's home if this was owned) and up to ½% on the value of the deceased's home. This value element may be increased to 1½% and ¾% respectively if one of the partners in the LLP acts as a Personal Representative, either alone or in conjunction with others, in order to reflect the level of increased responsibility and the possibility of personal financial liability as a result.

We reserve the right to charge separately for photocopying, printing, electronic funds transfers, catering and other support services, and travel, courier, and other incidental expenses, such as expenses involved in compliance investigation. Where applicable, we will charge VAT on our charges and expenses.

Wherever possible, where non-contentious work of any substance is involved, we will try to give an estimate in advance of likely costs and in some cases, it may be possible to agree a fixed fee. Where *ad hoc* advice is concerned, or litigation is involved it is not usually possible to agree a fixed fee and our charges will be by reference to time spent.

Where an estimate is given, it is given in good faith and in the light of our experience. It is a guide to assist you in budgeting for your legal costs and is not fixed. However, costs can sometimes be increased for reasons outside our control including unforeseen complications or delays by other parties to a transaction or case. We will do our best to keep you updated with the best costs information that we are able to provide at any one time and to inform you if it becomes apparent that an estimate is likely to be exceeded. If you would like to agree a ceiling figure, above which we will not incur any further costs without your consent, please let us know as soon as possible.

Fixed fee services

If we charge on a fixed fee basis, this is based on the assumption that the work will be completed without any complications arising. If any unforeseen additional work is required, or if you change your instructions to us, we will either provide a revised fixed fee or agree that any additional work will be charged at the hourly rate of the person(s) dealing with your matter. In either case, we will not carry out any further work until any changes to our original estimate have been agreed in writing.

Expenses and other charges

In all matters, there may also be other charges and expenses we incur in working on your matter which we pay on your behalf (which may also be called disbursements) and for which you will be responsible in addition to our charges. Examples of these include but are not limited to court fees; search fees; anti-money laundering and sanctions checking fees; Land Registry fees; Companies House fees; Stamp Duty Land Tax (and similar taxes); fees charged by experts, agents, couriers, and barristers; travel expenses and subsistence; international telephone calls; use of on-line databases; and telegraphic transfer fees. Where applicable, we will charge VAT on these expenses.

Paying our bills and costs on account

We will normally require payment on account (payment in advance of us carrying the work out) of future costs or expenses as a condition of our commencing or continuing to act on your behalf. In particular, we will ask you for funds in advance to cover forthcoming court hearings or search fees or other disbursements. In some cases where we are doing work for corporate or business clients, it may become necessary to request directors or others to guarantee our fees and disbursements. Where we ask you for payment on account, we are not obliged to carry out any work on your matter until that payment has been made. A payment on account is not an estimate or fixing of charges, and our total charges may exceed the payment paid on account.

You must tell us straightaway if you have any form of legal expenses insurance that you think might pay for our bills.

If a third party agrees to pay our bills, you will remain responsible to us for payment until those bills have been paid in full.

The frequency of billing will depend on the nature of a matter, but this will usually be monthly while the work is in progress. Our bills, whenever they are submitted, will generally be final bills, payable on delivery, for our charges and expenses for the period to which they relate, but this does not prevent us from invoicing you for expenses for that period on a subsequent bill. This enables you to budget for costs as the matter progresses. We will send a final bill after completion of the work

We do accept payment by credit card, or you may wish to set up a standing order at an early stage in order to spread the cost. Please see the 'Cash' subsection in the 'Anti Money Laundering' section [below](#) for our policy on cash payments.

All invoices are due for payment on delivery. We will charge interest on the amount of any unpaid invoice from one month after its delivery to the date of payment at the rate payable on judgment debts, currently 8%. We reserve the right to suspend work or to cease to act where an invoice is overdue for payment or in the event of a request for payment on

account not being met. We may also retain any papers and documents belonging to you while payment for our bills is outstanding. We send monthly statements which detail all invoices which have been raised.

If we are providing services to more than one person whether individuals, companies or entities and we are asked to deliver bills only to one person, those bills will remain payable in full by all persons that we provide services to under this contract.

Where we hold money on your behalf because we have received funds on your behalf or you have made payment on account, we may use this money towards payment of our bills. We will advise you if we do this.

If you have any query about your bill, you should contact the person dealing with your case or the partner in charge of the department straightaway. You can make a complaint about a bill using the firm's complaints procedure which is available on request or on our website ([here](#)). You may also have the right to complain to the Legal Ombudsman (see the 'Client satisfaction' section [below](#)) and/or by applying to the court for an assessment of the bill under Part III of the Solicitors Act 1974.

Orders for costs

Court proceedings

If proceedings are issued you might, under certain circumstances, be entitled to an Order for costs against the other party.

It is important that you understand that you will be responsible for paying our bills whatever the outcome of your case and regardless of any order obtained for payment of your costs by another party. Even if you are successful in your case, our costs are likely to exceed the sum which you could recover from any other party to the proceedings. It is rare for the system of "assessment of costs" to provide anything like a full indemnity and it is also rare for all the costs relating to the assessment hearing to be recoverable from the other party. If this happens, you will have to pay the balance of all expenses and our charges (plus applicable VAT) at the full rate.

If you do obtain costs from another party, you may be able to claim interest on those costs. To the extent that we have carried out work for which we have not yet been paid and are not holding funds on account, we will retain this interest. This is a complex subject which we would be happy to explain further should you wish.

If you are unsuccessful in court proceedings, then you could be ordered to pay some or all of the other party's costs. The person dealing with your matter will discuss these aspects with you further as the case progresses, where appropriate.

Employment Tribunal proceedings

In the Employment Tribunal, costs orders do not "follow the event" as they often do in the civil courts. If you are successful in bringing or defending a claim in the Employment Tribunal, the general rule is that the Tribunal will not make an order that the unsuccessful party pays your costs.

The Tribunal does have a number of powers and in certain limited circumstances will make costs orders, preparation time orders and/or wasted costs orders. The Employment

Tribunal may make a costs or preparation time order, and must consider whether to do so, where it finds that a party, or their representative, has acted vexatiously, abusively, disruptively, or otherwise unreasonably in the bringing or conducting of the proceedings (or a part of them) and where any claim made in the proceedings by a party had no reasonable prospect of success. A Tribunal may also make a costs or preparation time order where a party has been in breach of any order or practice direction or where a Tribunal hearing has been postponed or adjourned on the application of a party. However, such costs orders are still very much the exception rather than the rule.

The person dealing with your matter can explain these Tribunal powers in more detail, and how they may be relevant to your case, as the case progresses, if appropriate.

Duties to the Court and Tribunals (including the Employment Tribunal)

If we are acting for you in connection with Court or Tribunal proceedings, we must comply with our duties to that Court. In some circumstances, our duties to the Court outweigh our obligations to our clients.

We must not mislead the Court, nor be complicit in another person deceiving or misleading the Court. If during the course of acting for you, we become aware that we have inadvertently misled the Court, or that you have misled the Court or committed perjury, we would have to inform the Court immediately or, if you do not consent to us doing this, we would have to cease to act.

Equality and diversity

Blandy & Blandy LLP is committed to promoting equality and diversity in all of its dealing with clients, third parties and employees. A copy of our Equality and Diversity Policy can be obtained on request.

When instructing third parties, such as barristers, we will not take into account the individual's sex, race, religion, age (unless justifiable), sexual orientation or any disability. In the event that you insist that we do so, we will have to cease acting for you.

Use of email

Unless you specifically request to the contrary, we shall use email as our primary means of communication with you and/or with other parties with whom we are in touch on your work. In certain situations, where all other forms of written communication become impossible due to circumstances beyond the firm's control, email may have to be the only form of written communication even where you have requested otherwise.

Where we use email to communicate, you may wish to take steps to ensure that email we send to you is received solely by the intended addressee. If any expected message has failed to reach you, please contact us immediately. You should appreciate that there can be wide variations in the delivery time for email communications and that, exceptionally, some messages may fail to arrive.

Where you provide us with fax, email, or computer network addresses for sending material to, we will assume, unless you tell us otherwise, that your arrangements are sufficiently secure and confidential to protect your interests. The Internet is not secure and there are risks if you send sensitive information in this manner or you ask us to do so. Data we send by email are not routinely encrypted, so please tell us if you do not want us to use email as a form of communication with you or if you require data to be encrypted.

We will take reasonable steps to protect the integrity of our computer systems by screening for viruses on emails sent and received. We expect you to do the same for your computer systems. Neither you nor we shall have any liability to each other in respect of any claim or loss arising in connection with such a virus or defect in an electronic communication other than where such claim or loss arises from bad faith or wilful default.

Data protection and confidentiality

As part of the work that we do for you, it is inevitable that you will disclose personal information (such as contact details) and/or sensitive personal information (such as details about your health or personal life) to us. Our use of that information is subject to your instructions, the Data Protection Act 2018 (DPA), the UK General Data Protection Regulation (UK GDPR) (and the EU General Data Protection Regulation (EU GDPR) in relation to services we provide to individuals in the European Economic Area (EEA)) and our duty of confidentiality. We keep information passed to us confidential and will not disclose it to third parties unless expressly or implicitly authorised by you, except in the following circumstances:

- a) if required by law;
- b) if we are required to provide information to professional service providers (such as expert witnesses, auditors, or other advisors) for legal, regulatory and compliance purposes;
- c) if we need to notify our professional indemnity insurer of a circumstance that could lead to you making a negligence claim against the firm under the terms of our policy – in such a scenario, we will disclose information about the potential negligence we have identified on an anonymous basis in the first instance wherever possible; conversely, where we need to notify our professional indemnity insurer of an actual claim for negligence being made by you, it will be taken that by lodging such a claim, you are implicitly authorising us to release your details so that we can deal effectively with such a claim;
- d) if we are required to provide information to selected third parties (including barristers and consultants) who assist us with legal, financial, administrative, information technology and other services; or
- e) if that information has entered the public domain other than as the result of our unlawful disclosure.

Please note that our work for you may require us to give information to third parties, such as expert witnesses and other professional advisers. Please also see the [‘File auditing and vetting’](#), [‘Disclosure of information to our professional indemnity insurance providers’](#), [‘Disclosure of information for property transactions’](#), [‘Disclosure of information between joint clients’](#), and [‘Outsourcing’](#) sections below for further information about your confidential information, together with our [Privacy Policy](#).

The firm is the data controller (for the purposes of the DPA) of personal data that you provide to us. This means that the firm has a duty to comply with the provisions of the DPA when processing your personal data. The firm has appointed Nick Burrows as its Data Protection Officer (DPO) and they are responsible for overseeing the firm’s compliance with the DPA.

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

regulatory compliance. The legal bases upon which we may process your personal data are contract (where we are providing services to you), consent (where you have given your consent for us to process your personal data) or legitimate interest (either ours or yours).

If you are an individual, you have the following rights under the DPA in relation to the personal data that we hold about you:

The right to be informed and the right of access – You can make a data subject access request (DSAR) by emailing the supervisor of your matter or emailing our DPO (nick.burrows@blandy.co.uk) with the details of the personal data that you want to access.

The right to rectification - Please contact the supervisor of your matter to rectify any inaccurate personal data that we hold. In some cases, we may ask to see proof of this change of data.

The right to erase - To request to erase any data that we hold on you please contact your supervisor or the DPO. Please also bear in mind if we are in the middle of a matter this may affect our capability to act for you. If this is the case, we will discuss this with you.

The right to restrict processing - To request a restriction of processing please notify your supervisor or our DPO who will contact you to discuss the requirements of your requested restriction. Please bear in mind that some restrictions may prevent us from acting on your behalf. If this is the case, we will discuss this with you.

The right to data portability - To obtain and reuse the personal data that you have given us please contact your supervisor or the DPO who will discuss the format you would like your data in when you make a DSAR.

The right to object - If you wish to object to any processing (irrelevant if consent has been provided previously), please contact the supervisor of your matter or the DPO who will discuss your needs with you and action your request. Bear in mind, depending on the extent of the request this may prevent us from acting on your matter.

Rights in relation to automated decision making and profiling – The firm does not conduct any solely automated decision making or profiling.

These rights are absolute, but there are some cases where our legal obligations override data subject rights. (For example, keeping data for anti-money laundering purposes, notifying the National Crime Agency (NCA) of any money laundering suspicions, or other relevant authorities under the provisions of the money laundering and/ or terrorist financing legislation, without notifying you). See 'Confidentiality' subsection in the 'Anti Money Laundering section' [below](#) for further detail.

We retain data as needed under the DPA. The timescales are explained in the 'Storage of documents' section [below](#).

Should you have any queries concerning these rights, please contact our DPO using the email address referred to above.

If you are unhappy about any aspect of how we process your data, you have the right to complain to the Information Commissioners Office (ICO) which is the UK's supervisory authority in charge of upholding information rights in the interest of the public. Please see its website at <http://www.ico.org.uk/> for more information.

Any personal data that we receive from you for the purposes of our money laundering checks (see 'Anti Money Laundering' section [below](#)) will be processed only for the purposes of preventing money laundering and terrorist financing or as otherwise permitted

by law or with your consent. We are legally obliged to retain these records for five years from the end of our business relationship with you. We will retain those data for longer than the five-year statutory period unless you instruct us otherwise.

Some of the information which we hold will be retained for more than 5 years in archived electronic storage. This enables us to access and provide clients with information after a matter has ended and to comply with our statutory duties. (For further details about our storage of documents see 'Storage of documents' section [below](#)).

You must not provide us with any personal information on another person that has been obtained in breach of the provisions of the Data Protection Act 2018 and/ or the UK GDPR. To do so would be a criminal offence and we would be obliged to report you to the proper authorities.

For further information about how and why we collect, store, use and share your personal data, please refer to our [Privacy Policy](#) on our website.

If you have opted in to receive communications from us, we may also send you newsletters or information about changes in the law and other legal developments, as well as information on legal services and events which we consider may be relevant or of interest to you. Your personal information may be retained by us for that purpose. You may withdraw your consent to that processing at any time.

File auditing and vetting

The firm may become subject to periodic audits and quality checks by external firms, companies, or organisations, for the purpose of assessing the firm's compliance with its regulatory obligations and to obtain/ maintain specialist accreditations which improve our practice (For example, Blandy & Blandy LLP is Lexcel accredited (the Law Society's Quality mark)). This could mean that your file is selected for checking (for example by the Lexcel assessor). It is a specific requirement imposed by us that these external firms, companies, or organisations fully maintain confidentiality in relation to any files and papers which are audited/quality checked by them. In addition, our regulatory body, the Solicitors Regulation Authority, the Legal Ombudsman, and our insurers can request files in connection with monitoring and investigation. The legal basis for this processing of your data is legitimate interest. If you do not wish your file to be used in this way, please let us know as soon as possible.

Disclosure of information to our professional indemnity insurance providers

If we have to make a notification under the terms of our professional indemnity policy, information about you and your file may be seen by our insurers. Your file may, therefore, be seen by an assessor or another person unconnected with the firm in the future, unless you have notified us that they do not agree to this. The legal basis for this processing of your data is legitimate interest.

Disclosure of information for property transactions

If we are also acting for your proposed lender in this transaction, we have a duty to fully reveal to your lender all relevant facts about the purchase and mortgage. That includes any differences between the mortgage application and information we receive during the transaction and any cash back payments or discount schemes that a seller is giving you.

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

Disclosure of information between joint clients

If we are acting for more than one person on a matter (joint clients), then we shall be entitled to disclose to each of them any information that we consider relevant to the matter on which we are acting which we learn from any one of them. In those circumstances, each client will be deemed to have waived their rights to confidentiality between themselves in relation to that information. There is further information on data protection and confidentiality [here](#).

Outsourcing

Sometimes we outsource part of our work to other companies or people to carry out typing on our files to ensure this is done promptly, or for the purposes of IT support. 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. These companies might be located outside the UK and/ or EEA. We will always ensure that there are contractual arrangements in place with these outsourced providers to protect you in relation to data processing and confidentiality. If you do not want work on your file to be outsourced, please tell us as soon as possible.

In addition, we might send your data to people or organisations who are situated in a "third country" (i.e. a state or country outside the EEA and not currently having an EU Judgment of Adequacy) or to an "international organisation" wherever that is situated and data protection legislation in those countries may not provide the same level of protection as it does within the UK/ EEA. Where the country in question does not have the same data protection laws as the UK/ EEA, we will ensure the transfer complies with UK data protection law and all personal data will be secure. However, if you do not wish us to send data to a "third country", please tell us as soon as possible.

Please also inform us if you move to a country outside the EEA while instructing us, so that we can discuss with you possible additional measures to protect your data in countries where UK or EU data legislation does not apply.

Cloud computing

The firm uses cloud storage for storing data including client files and other confidential information. We undertook a thorough risk assessment before transferring data to the cloud.

Rights of third parties

Our advice is given to you and our services are provided to you as our client in accordance with your instructions and for your benefit only. Our advice should not be passed on as advice to any third party and we accept no liability to any third party. Save as expressly set out, our agreement with you is not intended to confer rights on any third parties whether pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise.

Anti-Money laundering

Like all solicitors and other legal professionals in the UK, we are professionally and legally obliged to apply procedures to guard against the risk of money laundering and terrorist financing and dealing with people who are subject to financial sanctions, including verifying who our clients are, establishing our clients' source of funds and source of wealth in certain circumstances and, if we are suspicious of the underlying transaction, we have a duty to report this to the National Crime Agency (NCA). We also have a duty to report discrepancies we may find between information relating to the beneficial ownership of a company or trust and information which becomes available to us whilst carrying out our duties under the Money Laundering Regulations to Companies House or HMRC as applicable. Failing to comply with these requirements may have serious consequences for the legal professional. It will help us to avoid any problems with your legal work if you bear in mind the following points.

Identification checks: We will need to obtain formal evidence of your identity and of those connected with you, including beneficial owners or directors, or those who are providing instructions on your behalf. This may be necessary even though we have acted for you before, or even if you are known personally to a member of staff. If you or they do not provide us with the required information promptly, your matter may be delayed. We will tell you when such evidence is necessary, but it would help us if you are able to bring evidence to our first meeting or, in any event, have it available from the outset of your matter.

Normally, in respect of individuals, the evidence we would ask for is your passport or photocard driving licence (or both), plus one or more documents to establish your current residential address, such as your driving licence (if you have not already provided it), or recent (less than 3 months' old) utility bills, council tax statements, or bank statements, plus your National Insurance number.

In respect of corporate or other non-individual clients, we will require evidence of the full name of the company, the company number or other registration number, the registered office address and (if different) its principal place of business, the law to which the company (or other entity) is subject, details of the entity's constitution, a list of the directors and (if different) senior persons responsible for operations of the company (or other entity), and details of the individual ultimate beneficial owners (UBOs) of the entity. Normally the evidence we would ask for to verify these details would be in the form of the Articles of Association or equivalent, recent accounts (audited where applicable), copies of company books, and/ or company structure chart. In relation to the identified UBOs, we will then require their full names, current residential address, date of birth, and we may also require ID documents and their National Insurance number (the same as referred to for individuals above).

If you cannot come in to see us so that we can check your identity documents, we can accept copies. We will, however, need those copies to be certified by a trusted third party, such as another solicitor or a chartered accountant or doctor. They should write 'I certify this to be a true likeness of [X] and that this document is certified to be a true copy of the original seen by me' on each copy, then sign and date it and include their name, occupation and contact details. Where identity documents include a photograph, they should also confirm that the photograph is a true likeness. Where it is not possible to have your copy identity documents certified by a trusted third party, or where appropriate, we

may ask you to provide scanned or posted copies of your ID and then arrange a video call to verify you and your identity documents.

The identification checks required for some transactions, for example property transfers, can be more extensive, in which case you might be asked to provide additional information and documents even when you have already provided some identification to us.

Sanctions screening: All law firms are subject to the Government's sanctions regime and must not undertake work for, or transfer funds to or from, a designated (sanctioned) person unless we have been granted a licence to do so by the Office for Sanctions Implementation (OFSI). In order to avoid breaching the sanctions regime our policy is to screen parties with whom we come into contact, including clients, ultimate beneficial owners (UBOs) (and those with overall control), as well as directors of corporate clients, counter-parties and third parties where relevant.

In addition to checking your identity documents, and those of the ultimate beneficial owners where applicable, you agree that we may make checks using online electronic verification systems or other databases as we may decide to comply with our anti-money laundering and sanctions-screening obligations. We reserve the right to make a charge for this additional work.

Except where we have advised you otherwise, in relation to expenses and other charges (disbursements) for example, you must not send us any money until we have told you these checks have been completed. In any event, please do not pass on our bank details to any third parties without our express consent.

PEPs: We are also required to establish whether you are a Politically Exposed Person (a PEP) or a family member or close business associate of a PEP. A PEP is a person who is entrusted with prominent public functions, whether in the UK or abroad (other than as a middle-ranking or more junior official). If you are a PEP or family member or close business associate of a PEP then we will need to take extra due diligence measures, including to establish the source of any funds that are involved in the work we do for you and the source of your personal wealth.

Overseas entities: if you have a registrable interest in land in the UK and you are a company not established in the UK or other overseas entity then you will need to ensure that you are registered with Companies House on the Register of Overseas Entities, and we will require you to give us evidence of this. From 1 April 2023 we will be obliged, pursuant to the Money Laundering Regulations, to report any discrepancies in relation to the Register of Overseas Entities to Companies House.

Cash: We discourage the use of cash but in any event are normally only able to accept cash up to a limit of £500 in any 28-day period. If you deposit money direct into our bank account, we may decide to charge you for any additional checks which we decide are necessary to prove the source of the funds.

Source and destination of funds: We may ask you to confirm the source of any money you have sent us or will send us. If you do not provide us with that information promptly, your matter may be delayed.

Any money that you may transfer to us in connection with any matter on which we are acting for you must ordinarily be made from your own bank account. Similarly, any money that we may need to transfer to you must ordinarily be transferred to an account in your own name.

If the source of your funds is an unusual one, such as an account in another country, or in the name of someone other than you, please tell us as early as possible, including the reason. We may need to carry out further verification checks before we are able to accept the money.

Generally, in order for us to comply with our anti-money laundering obligations, we cannot accept money from, or transfer money to, a third-party bank account (including an account in the name of another family member or a company that is owned by you). Where we pay money to you, it will be paid by cheque or bank transfer. It will not be paid in cash.

Confidentiality: Whilst we are professionally and legally obliged to keep our clients' affairs confidential, we may be required by law to make a disclosure to the National Crime Agency (NCA) where we know or suspect that a transaction may involve money laundering or terrorist financing. This can include even small amounts of money, and covers all offences, including for example tax evasion and benefit fraud. If we make a disclosure in relation to your matter, we may not be able to tell you that a disclosure has been made. We may have to stop working on your matter for a period of time and may not be able to tell you why.

Please note - making a Data Subject Access Request (DSAR), as referred to in the 'Data Protection & Confidentiality' section [above](#), will not entitle you to receive information relating to a disclosure to the NCA. Each DSAR will be considered on its own merits, however by reference to Schedule 2, part 1, sub-section 2 of the DPA, we are not obliged to provide personal data where disclosure would be likely to prejudice the prevention or detection of crime, or the apprehension or prosecution of offenders.

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

Banking arrangements

The firm operates its main client accounts through Lloyds Bank. We will provide you with our client account details separately as necessary. Please do not pass on our bank details to any third parties without our express consent. Please note that we are not a bank and are only able to receive, hold and transfer money from our client account in respect of the delivery of SRA regulated legal and other professional services.

The Financial Services Compensation Scheme (FSCS) is the UK's statutory compensation scheme for customers of deposit providers (banks, building societies etc.). The FSCS can pay compensation (up to £85,000) to consumers if a deposit provider is unable, or likely to be unable, to pay claims against it. Some temporary high balances (up to £1,000,000) are also covered for up to six months; these relate to balances in transactions involving property, marriage, divorce, redundancy, unfair dismissal, personal injury, a legacy from an estate of a deceased person or money held on behalf of a deceased person for the purpose of administering their estate. Please ask for further details if you require them.

The £85,000 FSCS limit applies to an individual client, so if you hold other personal monies in the same deposit-taking institution as our client account, the limit remains £85,000 in total. Some deposit-taking institutions have several brands, i.e. where the same institution is trading under different names, so you should check with your deposit provider, the Financial Conduct Authority (FCA) or a financial adviser for more information. Further information regarding the FSCS can be found at <http://www.fscs.org.uk/>, and their contact telephone number is 0800 678 1100 or 020 7741 4100 (for international callers).

If a banking failure occurs in relation to any deposit provider which holds money that we have deposited on your behalf, we will seek consent from you to disclose to the FSCS all relevant details in our possession about you and the money that we hold on your behalf with such a deposit provider. Please note that if you withhold consent to our disclosure of your details to the FSCS in such circumstances, you may forfeit any right you may have to receive compensation from the FSCS where a banking failure occurs in relation to a deposit provider holding money which we have deposited on your behalf.

Bank transfers

Due to the increasing number of email frauds, we will not accept confirmation of your bank account details by email, without verifying these by telephone and/ or video call and obtaining further evidence in appropriate circumstances.

We have not changed our bank account for many years, and we are not intending to do so. In any event, we will **never** notify you of a change in our firm's bank details by email or text message. If you receive any communication purporting to come from anyone at Blandy & Blandy LLP asking for funds to be transferred to another account, please contact us at once (using a telephone number from our website, not from the communication you have received) and **on no account send the funds requested**.

We will not accept liability if you transfer the money to an incorrect bank account in these or similar circumstances.

Please do **not** send us any money (whether on account of future costs or disbursements or otherwise) until we have verified your identity and specifically asked for it. Please do not pass on our bank details to any third parties without our express consent.

Receiving funds from outside the UK

As a result of financial sanctions imposed by HM Treasury and/or conditions imposed by our Bank, we may be subject to delays and/or restrictions if receiving funds from or via countries outside the UK. If, during the course of acting for you, you anticipate that you will need to provide us with funds which are coming from or via a country outside the UK, you should let us know at the earliest opportunity so that we can inform you of any possible delay or restriction on us receiving those funds. (Please also see [Limitation of Liability](#) below).

Interest on funds held on your behalf

Where we hold money in a client account for you, the SRA Accounts Rules require us to account to you for interest where it is fair and reasonable to do so in all the circumstances. This is typically where we are holding a substantial amount of money for a significant period of time.

We will pay you interest on funds which we are holding on your behalf at the rates applied and published by Lloyds Bank on an instant access account. In calculating the amount on which interest is payable, we will deduct sums owed to the firm in respect of outstanding bills. We will not usually pay interest where the amount payable would be less than £50 or where the client money was held in cleared funds in client account for a period of five working days or fewer. Interest will be paid from the date we receive funds until the funds are paid out. Interest will be paid without deduction of income tax, and it will be your responsibility to declare the receipt in your tax return. We will usually account to you for interest at the conclusion of your matter.

On your written request and where appropriate, funds can be placed in a designated account with Lloyds Bank, to which interest will be added direct by the bank. In these circumstances, the bank will usually deduct income tax on the interest paid.

Residual balances

In the event that we have taken reasonable steps to return any balance of money held on your behalf, but have been unable to do so, then we may be permitted under the Solicitors Accounts Rules to pay that balance to a charity.

Exclusions

Where we are acting for you in a transaction which gives rise to Stamp Duty Land Tax ("SDLT") issues, our responsibility in relation to SDLT will cease upon receipt of the Land Transaction Return Certificate in respect of the first return we submit to HM Revenue & Customs on your behalf in respect of that transaction. We do not accept any responsibility for reminding you to submit any further Land Transaction Returns that may be required, and it will be your duty to diarise a reminder and deal with any subsequent returns.

Where you ask us to obtain an Energy Performance Certificate (EPC) on your behalf, we will do so as your agent and any contract in relation to the EPC will be between you and the EPC provider. We do not accept liability for any loss arising as a result of a defective EPC prepared by an external EPC provider.

Limitation of liability

We only limit our liability to the extent that we are able to do so by law. This limitation of our liability cannot apply to fraudulent or intentionally wrongful conduct or personal injury or death caused by our negligence, nor for negligence in contentious business, insofar as the Solicitors Act 1974 s60(5) precludes the exclusion of such liability. The aggregate limit of our liability (including any liability for negligence, for breach of contract, or otherwise) arising in respect of any act or omission shall be limited to £20,000,000 or (if greater) the amount which we recover from our professional indemnity insurers in respect of that act or omission at the time of the claim. We will not be liable for any consequential loss. For this purpose, "consequential loss" means any loss of anticipated profits or costs savings, loss of future business or opportunities, damages (of whatever nature), costs or expenses payable to any third party or any indirect losses. This liability cap will apply to our aggregate liability to you together with any associated party for whom you are acting as agent in relation to the relevant matter on any basis.

Proportional liability: In addition to the other limitations in this document, where we and/or third parties are responsible for any loss suffered by you, our liability for that loss will be limited to a fair proportion of your total loss calculated by reference to the

extent of our responsibility. If you have engaged others to represent or advise you on a matter in which we are involved and you agree with any of them that their liability to you will be limited, in order that our position is not adversely affected by any such limitation of their liability, you agree that our liability to you will not exceed the amount which would have applied in the absence of that limitation.

Third party liability: If you start proceedings against us for loss or damage and there is another person (for example, another adviser) who is liable (or potentially liable) to you in respect of the same loss or damage, then you will (if we so request) join them into the proceedings. This is subject to any legal prohibition against your joining them in that way.

We have an interest in limiting the personal liability of employees, consultants, and partners. Accordingly, you agree that you will not bring any claim against any individual employee, consultant, or partner in respect of losses which you suffer or incur, arising out of or in connection with our engagement or the services we provide. The provisions of this paragraph will not limit or exclude the firm's liability for the acts or omissions of our employees, consultants, or partners. The provisions of this paragraph are intended for the benefit of our employees, consultants, and partners but the terms of our engagement may be varied without the consent of all or any of those persons.

We will not be liable to repay to you any money which is lost as a result of the liquidation, administration, insolvency, or other failure of any bank or building society in which we have deposited that money, provided that the money has been deposited in accordance with the SRA Accounts Rules.

We will not be liable for any losses arising from or connected with our compliance with any statutory obligations, or reasonable belief we may have, to report matters to the relevant authorities under the provisions of the money laundering and/ or terrorist financing legislation, including any delays or restrictions arising as a result of funds which are being provided to us from or via a country outside the UK.

As we operate as a limited liability partnership, the personal liability of the individual partners or members is limited to the amount of any funds loaned by each to the firm.

Compensation

Should Blandy & Blandy LLP be unable to meet its liabilities, our clients are entitled to the protection of the Solicitors' Compensation Fund.

Financial services

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

The Law Society is the designated professional body for the purposes of the Financial Services and Markets Act 2000, but responsibility for regulation has been delegated to the SRA (the independent regulatory body of the Law Society), and responsibility for handling complaints has been delegated to the Legal Ombudsman. If you are unhappy with any

insurance advice you receive from us, you should raise your concerns with either of these bodies.

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

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

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

Termination of instructions

You are, of course, entitled to terminate your instructions to us at any time. We will ask you to settle all charges incurred to that date and we are entitled in certain circumstances to withhold all or part of your file until full payment has been made.

We will only stop acting for you where we believe we have a good reason and upon informing you in writing. Examples of a good reason include:

- where you have not given us sufficient instructions;
- where you have not provided appropriate evidence of identification;
- where we are prevented from continuing to act because of our legal obligations or professional rules;
- where we reasonably believe that the relationship between you and us has broken down;
- where it comes to our attention that you, an entity for which we are acting or individuals controlling that entity are sanctioned/ become subject to sanctions or we have concerns about acting for you for reasons relating to the UK and international sanctions regimes more generally. Please note – if we decide that it is appropriate to apply for a licence from the Office of Financial Implementation ('OFSI') to continue acting for you or to request guidance from them as to how to proceed, all paid work on your matter will be suspended until the licence is granted. If such circumstances arise, we will clearly communicate to you the reason why we are taking this course of action;
- linked to the above, where our bank declines to deal with funds relating to your transaction (this may occur even if we have obtained a licence from OFSI to continue acting).

We also reserve the right to stop acting for you in the event that you do not pay a bill and/ or provide us with funds on account of costs as requested in accordance with these terms, if you provide us with misleading information, or if you act in an abusive or offensive manner.

If we are acting for you in relation to court proceedings, we will ask you to sign a Notice to the relevant court or tribunal that we are no longer acting. In the event that you fail to do so, and we are required to make an application to be removed from the court record, we reserve the right to make a further charge in respect of that application.

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

If an account remains unpaid and we commence legal proceedings against you in order to recover the sums you owe us then we will be entitled to recover from you the legal costs that we incur in connection with those proceedings at our standard hourly rates, together with all disbursements (including fees of counsel and any other lawyers engaged by us in our attempts to recover payment from you).

If we do have to cease acting for you, then where possible and to the extent permitted by law and our professional obligations, we will explain your options for pursuing the matter and will work with you to minimise disruption to your matter or matters.

In any event we will be considered to have ceased acting for you:

- a) upon our completion of the specific services that you have retained us to perform, or
- b) when more than six months have elapsed from the last time we furnished any billable services to you.

The fact that we may inform you from time to time of developments in the law which may be of interest to you, by email, newsletter or otherwise, should not be understood as a revival of a lawyer-client relationship. We have no obligation to inform you of such developments in the law unless we are specifically engaged to do so.

Storage of documents

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

As part of our overall service we store most files (except those papers you ask to be returned to you) for a period of at least 7 years after the matter is concluded on the understanding that we have your authority to destroy the file 7 years after sending you our final bill. In the case of files relating to a property purchase, we will store them for at least 12 years after sending you our final bill. In the case of Wills and Probate files, we will store them for at least 15 years after sending you our final bill. We will not destroy any documents you ask us to deposit in safe custody. However, should any of your documents be lost or damaged as a result of events beyond our reasonable control we will not be liable for their replacement or for any resultant loss. Where files are particularly bulky, we may request you to take delivery of them.

Files are often stored off site and we need at least seven days' notice if you require your file. Where it is necessary to retrieve a file from our archives, we reserve the right to make a reasonable charge for delivery of the file to you. We also reserve the right to make a reasonable charge for providing you with copies of documents which are in our files.

Blandy & Blandy LLP does not accept any continuing responsibility to notify you of any changes in the law which take place after the termination of your retainer. By accepting a document for storage Blandy & Blandy LLP does not accept any continuing responsibility to notify you of any changes in the law which may affect the effectiveness of any of the terms of that document, including, in the case of a Will, any tax planning arrangements. By accepting any property deeds for storage Blandy & Blandy LLP does not accept any continuing responsibility to notify you of any changes in the law which might affect your title to the property, nor for reminding you about dates for serving break, termination, or renewal notices or in respect of rent reviews.

Applicable law

We ask you to note the following conditions of Blandy & Blandy LLP undertaking to provide services (wherever those services are performed):

- you acknowledge that Blandy & Blandy LLP is a firm practising only in respect of the law of England and Wales and we do not purport to have expertise in the laws of any other jurisdiction;
- any agreement whereby we have undertaken to provide our services shall be governed by English law and any dispute relating to our services will be subject to the exclusive jurisdiction of the courts of England and Wales.

Client satisfaction

We want you to be completely happy with our service to you. However, if at any time you have any problems or matters of concern arising out of the way in which work is carried out for you or wish to raise a complaint, including in relation an invoice, you should raise them initially with the person dealing with your matter. If that does not provide a solution then please contact the appropriate Head of Department or Deborah Brett, our complaints partner, by email: Debbie.brett@blandy.co.uk or by telephone: 0118 951 6800. We have a procedure in place which details how we handle complaints which is available on request or on our website ([here](#)). Making a complaint will not affect how we handle your case.

In the unlikely event that we are unable to resolve matters to your satisfaction and in accordance with our complaints handling procedure, you can ask the Legal Ombudsman (at PO Box 6167, Slough, SL1 0EH, or at enquiries@legalombudsman.org.uk or on 0300 555 0333) to consider the complaint. The Legal Ombudsman investigates complaints about service issues with lawyers. The Legal Ombudsman will normally allow us a period of eight weeks to resolve your complaint, but it will entertain complaints sooner in certain circumstances.

Normally, you will need to bring a complaint to the Legal Ombudsman within **six months** of receiving a final written response from us about your complaint and within

- **one year** from the date of the act or omission about which you are concerned or are complaining occurring; or
- **one year** from the date when you should reasonably have realised that there was cause for concern or complaint.

The Legal Ombudsman can increase any time limit whenever, on the evidence, it considers it is fair and reasonable to do so.

The Legal Ombudsman will look at the complaint independently and any investigation by it will not affect how we handle your case. Before accepting a complaint for investigation, the Legal Ombudsman will check that you have tried to resolve the complaint with us in the first instance and that you have suffered significant financial loss, stress or inconvenience, or detriment which deems it proportionate for it to investigate.

As well as your right to complain about any of our bills under our complaints procedure, you can also apply for the bill to be assessed by the court under Part III of the Solicitors Act 1974, in which case the Legal Ombudsman may not consider your complaint. You should be aware that, when your complaint relates to a bill, the Legal Ombudsman will not consider your complaint while your bill is being assessed by a court.

You can complain to the Legal Ombudsman if you are one of the following:

- a) an individual;
- b) a business or micro-enterprise as defined in European Recommendation 2003/361/EC of 6 May 2003 (broadly, an enterprise with fewer than 10 staff and a turnover or balance sheet value not exceeding €2 million);
- c) a charity with an annual income net of tax less than £1 million when it referred the complaint to the firm;
- d) a club, association or organisation, the affairs of which are managed by its members/ a committee/ a committee of its members, with an annual income net of tax less than £1 million when it referred the complaint to the firm;
- e) a trustee of a trust with a net asset value less than £1 million when it referred the complaint to the firm; or
- f) a personal representative or beneficiary of the estate of a person who, before they died, had not referred the complaint to the Legal Ombudsman.

The complaint must relate to services which the firm:

- a) provided to you; or
- b) provided to another person who procured them on behalf of you; or
- c) provided to an estate of a person who is deceased where you are a beneficiary of that estate; or
- d) provided to (or as) trustee where you are a beneficiary of the trust; or
- e) offered, or refused to provide to you.

For more information on the Legal Ombudsman's rules and requirements, please see the [Scheme Rules](#) dated April 2023, which are available on its website.

Legal Ombudsman Contact Details:

- a) Address: PO Box 6167, Slough, SL1 0EH
- b) Telephone: 0300 555 0333
- c) Email: enquiries@legalombudsman.org.uk
- d) Website: www.legalombudsman.org.uk

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

In addition to the Legal Ombudsman, the SRA can help you if you are concerned about our behaviour. This could be for things like dishonesty, taking or losing your money or treating you unfairly because of your age, a disability or other characteristic. However, the SRA are not able to deal with issues of poor service. Further information can be found at www.sra.org.uk/consumers/instructing/your-right-to-complain.

Solicitors Regulation Authority Contact Details:

- a) Address: The Cube, 199 Wharfside Street, Birmingham, B1 1RN
- b) Telephone: 0370 606 2555
- c) Email: report@sra.org.uk (or there is a 'Contact us' form available on the website)
Website: www.sra.org.uk

If you withhold payment of our bill either in full or in part whilst a complaint is being considered, we will be entitled to charge interest on the outstanding sum as set out above.

All solicitors are obliged to attempt to resolve problems that clients may have with the service provided. It is therefore important that you immediately raise your concerns with us. We value you and would not wish to think that you have any reason to be unhappy with our service.

Force majeure

We shall not be liable to you if we are unable to perform our services as a result of any cause beyond our reasonable control.

Severability

If any provision in these terms of business or our separate client care letter/ letter of engagement is or becomes invalid, illegal, or unenforceable then it shall, to the extent required, be severed and shall be ineffective and the validity of the remaining provisions shall not be affected in any way.

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All of our offices are wheelchair accessible and a portable hearing loop system is available for clients. If you have any other needs, please do let us know when making an appointment.

We have taken steps to ensure that our offices are COVID-secure and the wellbeing of our clients, contacts and colleagues is our first priority at all times.

www.blandy.co.uk

 @BlandyBlandlyLLP

 Blandy & Blandly LLP

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All of our materials are primarily designed for digital use but if we do print small quantities, we are committed to doing so sustainably and everything we produce is easily recyclable.

Blandy & Blandly LLP is authorised and regulated by the Solicitors Regulation Authority (SRA ID: Reading: 520336; Henley-on-Thames: 659870). It is incorporated as a limited liability partnership under number OC 348096 and its registered office is at One Friar Street Reading Berkshire RG1 1DA. A list of Members may be inspected at our Registered Office. "Partner" denotes a Member or a senior Employee of Blandy & Blandly LLP. This brochure is correct at the time of production. Please see our website for further information.