

**KALRA LEGAL GROUP
TERMS AND CONDITIONS**

1. General

- 1.1** These terms and conditions together with any letter which we may send you confirming your appointment of us and outlining your matter ('Engagement Letter'), and if applicable any funding agreement document, are herein referred to as the 'Terms' and the Terms constitute the contract between you and Kalra Legal Group (KLG).
- 1.2** In these terms 'KLG' or 'we' shall mean Kalra Legal Group. Kalra Legal Group and KLG are trading names of Kalra Business Services Limited (Company No: 9742420) with registered address at Braywick House West, Windsor Road, Maidenhead, SL6 1DN.
- 1.3** Kalra Legal Group is authorised and regulated by the Solicitors Regulation Authority ('SRA') (Regulation Number: 655870).
- 1.4** The expressions 'you' or 'your' refer to you, our client.

2. Provision of Advice

- 2.1** Our advice on any matter is confidential and is provided for your benefit alone and solely for the purpose of the matter set out by us in the Engagement Letter. Save with our prior written consent it may not be relied upon for any other purpose or by any person. Our duty of care is to you as our client and does not extend to any third party.
- 2.2** We are not responsible for advising (or not advising) on matters outside the scope of the Engagement Letter, or for advising on changes in the law after we have delivered our advice, or if you act or refrain from acting on the basis of any draft advice before it has been finalised.
- 2.3** If you are a business client, our service is provided in accordance to how many members of staff work for your company. The number of staff that are covered by our advice is specified in the Engagement Letter. The term 'Staff' includes all employees, workers, directors, consultants, contractors and agents that provide services to you. Should you employ or take on new staff during this Agreement, you must notify us within 14 days, alongside an updated total number of staff. If taking on new staff results in you exceeding the scope of this Agreement, additional charges shall be incurred in relation to the updated number of staff.
- 2.4** You are responsible for providing us in a timely manner with all instructions, information and documents that we require in order to advise you on your matter and to ensure that such information is, and remains, true and accurate in all material respects and is not misleading. Unless we agree otherwise, we will not check the accuracy or completeness of such information.

You should not assume that information or documents which have previously been given to us on matters which we have previously advised will be known to those instructed on a new matter.

- 2.5 If now, at any time in the future, any matter upon which we act for you is the subject of contested proceedings, whether in the courts or other tribunals, you will almost certainly have to disclose documents, including electronic documents, relevant to the matter. You should ensure that you do not destroy or allow to be destroyed any documents that relate to such matter in any way as your position in such proceedings could be seriously compromised if you do so.
- 2.6 You are responsible for ensuring that you have all necessary rights to supply us with the information you provide and that our use of that information will not infringe the rights of any third party or result in a breach of any law, rule of regulation.
- 2.7 To enable us to continue to advise you on your matter effectively you are obliged to inform us, within 7 days, of any changes to your name, address, e-mail address or telephone number.

3. Duty of Confidentiality

- 3.1 Unless otherwise authorised by you, we will keep confidential any information, which we acquire about you, unless it is information which is already in the public domain or which is already lawfully in our possession at the time it is communicated by you to us or we are required to disclose any such information:

3.1.1 to our auditors, external assessors or other advisors or for the purposes of our professional indemnity insurance; or

3.1.2 by law or other regulatory authority to which we are subject;

3.1.3 to any third party under the terms of an arrangement, authorised by you, regarding the funding of our charges and disbursements.

3.1.4 To any third party to assist in the recovery of costs from your opponent

Any such disclosure shall of course be conducted in confidence.

- 3.2 If you or we engage other professional advisers to assist with a matter we will assume, unless you notify us otherwise, that we may disclose information to such other advisers as necessary.
- 3.3 We may from time to time outsource some of our services, but only when it is cost effective to do so. E.g. word processing/typing. We will assume, unless you notify us otherwise, that we may disclose information to such outsourcing agents as necessary. All of our outsourcing arrangements have express confidentiality agreements in place.
- 3.4 You acknowledge that we owe a duty of confidentiality to all of our clients and, as a precondition to us acting for you, you agree that we shall have no duty to disclose to you, any information that we may learn or have learnt while acting on behalf of another client.
- 3.5 Under the principle of legal professional privilege, solicitor/client communications may enjoy special protection from later disclosure in litigation or in other circumstances. Legal professional privilege can be lost, and our advice is that you, and anyone else involved in matters with us or where you may need our advice, should treat all information and communications relating to

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those matters as confidential and avoid circulating those communications more widely than is necessary. If you are in any doubt about this please ask us for advice.

4. Conflicts of Interest

- 4.1 We take conflict issues seriously. Our conflict procedures help us fulfil our professional obligation not to act for one client in a matter where there is an actual (or significant risk of a) conflict with the interests of another client for whom we are already acting. We have procedures in place to ensure that conflict checks are carried out on every matter as soon as practicable so that if an issue arises it can be discussed with you and dealt with as soon as possible. If at any time you become aware of an actual or potential conflict of interest, please raise it with us immediately.
- 4.2 Where our professional rules allow, you agree that after we cease to act for you, we may act or continue to act for another client in circumstances where we hold information which is confidential to you and material to the engagement with that other client. We will not, however, disclose your confidential information to that other client.

5. Anti-Money Laundering Rules

- 5.1 In some areas of our work, in order to comply with the Money Laundering Regulations 2017 and the Proceeds of Crime Act 2002 (and any subsequent amendments) we are required to satisfy ourselves that we are not unwittingly involved in money laundering. The legislation is intended to provide a comprehensive system of client identification procedures, record keeping and mandatory reporting and provide a framework for our procedures.
- 5.2 To both satisfy our regulatory obligations and conduct our identification requirements, we will conduct an electronic verification of your identity. This process includes searching various data sets, including credit databases. We may additionally request you to provide evidence of your identity and address. When acting for a company or other organisation we will require evidence that the person providing instructions has the necessary authority to do so. It is important that you forward any requested evidence promptly, as we will not be able to act for you if we cannot comply with these obligations. We will retain copies of any identity documentation for at least five years.
- 5.3 From time to time we may require you to provide evidence of the identity of other connected parties so that we may comply with our statutory obligations.
- 5.4 If we have reason to suspect that there is an attempt to launder money, or that you or any other party connected with you is involved in activities prescribed by the Proceeds of Crime Act 2002 (and any subsequent amendments), then we have a positive obligation to notify the National Crime Agency of our suspicions. You acknowledge, as a condition of these Terms, that this obligation will in certain circumstances override our duty of confidentiality. We may not be permitted to advise you whether or not we have made or might intend to make such a report. If we were to do so we would ourselves be committing a criminal offence. In such circumstances we may cease acting for you, or be instructed to do so by the relevant authorities, and we may not be able to communicate the reason for ceasing to act.

6. Electronic Verification of Identity

As a firm we operate an electronic verification of identity process to comply with our obligations under the money laundering legislation and regulations and in accordance with best practice for solicitors. There is a small fee for this as follows:

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- Individuals resident in the UK: £5.00 plus VAT
- Sole Traders, Partnerships, Corporate PLC, Charities, Clubs etc. based in the UK: £10.00 plus VAT
- Limited Companies and Limited Liability Partnerships based in the UK: £15.00 plus VAT and a further £10.00 plus VAT per beneficial owner.
- Individual's resident outside of the UK: £20.00 plus VAT.

In the event that you wish to opt out of this process and instead attend one of our offices with original identification documents for us to examine and copy, then please notify us accordingly.

7. Client Money

7.1 It is a condition of these Terms that we are entitled to ask you to let us have money on account of costs to be incurred in the following weeks or months for both our fees and other disbursements. This does not apply if you accept our offer to work for you on the basis of a Conditional Fee Agreement, subject to anything further, which is set out in your Engagement Letter.

7.2 Money held by us for you, whether on account or otherwise, will be held in a separate client bank account and administered according to the SRA Accounts Rules. You may be entitled to interest, details of which are available on request. In order to comply with our money laundering obligations, where a transaction does not complete we will repay monies held by us, for you, to you alone and not to any third party on your behalf.

7.3 As required by the SRA Accounts Rules, money held by us will be taken in payment or part payment of our bills within 14 days of the date of the bill, unless that money is held for any other purpose.

7.4 We do not accept any payment in cash. If you deposit cash direct with our bank we reserve the right to charge for any additional checks we deem necessary regarding the source of the funds.

7.5 Where we make payment of money to you it will usually be by cheque sent in the ordinary post or an electronic funds transfer e.g. via the clearing house automated payment system (CHAPS). Whichever payment method is used we do not accept any responsibility or liability for any losses arising in respect of any interception, appropriation, misuse or delay in receipt. You authorise us to send any cheque in the ordinary post and, on posting, property and risk in the cheque will pass to you. As a security measure and for your protection we ask that you tell us your bank account number in addition to the account name for inclusion in any cheque. Money received in respect of compensation, will only be paid to you. We are not permitted to make a payment to another person on your behalf.

7.6 You may be asked to disclose the details of the source of any funds paid to us and failure to do so may lead to us being unable to continue to act for you or a delay in us completing the work.

8. Professional Charges, Expenses and Disbursements

8.1 Save for where we have agreed a fixed fee, our basic charges are normally based on the time spent dealing with a matter. Time is recorded and charged on the basis of 6 minute units. Other factors may also be taken into account in accordance with Solicitors' Regulation Authority (SRA) requirements, for example, complexity, value, importance to the client and urgency. We may

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increase our rates if, for example, the matter becomes more complex than expected. Where appropriate and cost effective to do so, work may be carried out by a suitable qualified fee earner, subject to supervision, who is not a solicitor.

- 8.2** Anita Kalra's hourly rate is £250 plus VAT. VAT will be added where applicable. Other fee earner rates are set out on our engagement letter.
- 8.3** Where we have provided an estimate of our likely charges and expenses we will keep that estimate updated and will inform you if any unforeseen additional work becomes necessary and before any additional expenses are incurred (for example, due to unexpected difficulties or if your requirements or the circumstances significantly change). However, we cannot provide a guarantee that the final cost will not be greater than the estimate.
- 8.4** If you receive a settlement or judgment in your favour, we are entitled to retain monies in payment of our basic charges, our expenses or disbursements, the tribunal fees. If you receive provisional damages, we are entitled to retain monies in payment of our basic charges, our expenses or disbursements, the success fee and the ATE Insurance Premium.
- 8.5** By instructing us, you are authorising us to incur such charges and disbursements as we consider reasonable and necessary. We do not propose to seek your authority before incurring each disbursement. In some circumstances, we may ask you to pay our charges and expenses before we commence work.
- 8.6** Disbursements are charges paid to external providers on your behalf and may include (although not an exhaustive list) the fees charged by Counsel and other experts, including medical experts, travel, couriers, and court fees. These items are charged at cost to you with VAT added where applicable.
- 8.7** By instructing us, you are authorising us to make any agreement with your opponent in respect of our professional charges and to appoint a third party as agent to recover such costs on your behalf. We do not propose to seek your authority before making any agreement with your opponent but please let us know if you would like us to do so.
- 8.8** Routine photocopying, telephone and facsimile charges may, at our discretion, be charged for. We also reserve the right to charge for special bank transaction costs. VAT will be added where applicable.
- 8.9** We reserve the right to charge an administration and/or photocopying fee in the event that you or any person on your behalf requests the documents in our possession relating to your matter.
- 8.10** Any photocopying on your file will be charged at £0.20 per sheet plus VAT. We reserve the right to charge on a time basis in respect of exceptional items.
- 8.11** Mileage is charged at £0.70 per mile. In the event that we need to travel on your case you will be charged mileage and car parking, or the cost of train tickets/taxi. In the event that we travel by train, this will usually be first class travel. In the event that it is necessary to travel on your case, we will charge any reasonable subsistence.
- 8.12** Reference made to 'fixed fees' refer to an agreed fee, which is a fee that is fixed, not a fee that can be varied upwards, nor a fee that is dependant on a transaction being completed.
- 8.13** None of our rates, estimates or charges includes VAT which will be charged in addition at the rate prevailing at the time of the provision of our services.

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9. Payment

- 9.1** We may issue interim bills during the course of your matter and a final bill will be sent to you at the conclusion of your matter. Our bills should be paid within 14 days of issue (unless otherwise stated) and if payment is not made we reserve the right to suspend acting for you until full payment is received or decline to act for you further. If we cease acting for you, we will render a final bill for any work carried out to that point.
- 9.2** If a bill remains unpaid for one month after the date of the bill, we reserve the right to charge interest on a daily basis until payment is made.
- 9.2.1** If you are a business purchasing our services, the daily interest rate will be charged at a rate equal to 10% above the Bank of England base.
- 9.2.2** If you are an individual purchasing our services, then the daily interest rate will be charged at a rate equal to 10% above the Bank of England base.
- 9.3** We will also be entitled to retain property belonging to you, together with our own papers relating to the matter, until all sums outstanding to us are paid.
- 9.4** We may require payment of sums on account of anticipated fees or disbursements. When we put these payments towards your bill we will send you a receipted bill. We will offset any payments on account against your final bill, but your total charges and expenses may be greater than any advanced payments. We may use any final or interim compensation recovered on your behalf as payment in full or in part of any disbursements we have paid. We reserve the right to charge interest on any disbursements we pay on your behalf.
- 9.5** In order to comply with our money laundering obligations, other than the usual charges incurred in connection with a matter, we will not pay any sums to a third party on your behalf.
- 9.6** In accordance with your rights under the Solicitors' (Non-Contentious Business) Remuneration Order 2009 (and any subsequent amendments) and Sections 70, 71 and 72 of the Solicitors Act 1974 (and any subsequent amendments) you have the right to apply to the court to have your bill formally assessed by the court. In the first instance we would suggest you use the KLG complaints process in order to try to resolve any areas of dispute.
- 9.7** We may send you interim bills with a statement of account detailing every bill which remains unpaid. You may also be contacted by our accounts department in relation to any unpaid bills which are older than 15 days.
- 9.8** We reserve the right to recover our costs incurred as a result of you not complying with our payment terms. These include charges for preparing and sending you reminder letters and the expense we incur in tracing you and enforcing our terms whether through the courts or not. These terms entitle us to recover from you any shortfall in costs arising following an assessment by the court.
- 9.9** We will send you a bill for our charges and expenses. Any query on a bill must be raised within 14 days of delivery and you should still promptly pay all other elements of the bill. If a bill is not paid within 30 days of the due date we may charge interest on the unpaid amount in accordance with sub-clauses 9.2.1 and 9.2.2 above.

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10. Costs Recoverability in Employment Cases and Civil Litigation (where applicable)

- 10.1** At the conclusion of your matter, or during proceedings, you may be entitled to the payment of your costs by another party, for example, at the end of a successful court hearing. However, any order for costs obtained against another party will only be of value to the extent that your opponent is able to pay the costs awarded in your favour. Any costs recovered may be less than the total costs incurred on your matter.
- 10.2** The costs of preparing a bill of costs and of seeking to enforce an order for costs against another party will be payable by you as part of the costs we are entitled to charge as part of our agreement with you. Any costs recovered from any other party will first be applied against any unpaid bills and charges and any balance will be paid to you. You agree to us appointing a suitable third party to undertake such enforcement action on your behalf.
- 10.3** Disputes before tribunals or which are submitted to arbitration or other forms of dispute resolution may involve additional and/or irrecoverable costs.
- 10.4** In some circumstances, for example, if you lose a hearing or the case, the court may order you to pay the other party's costs (possibly within a short time-frame such as 14 days). This would be payable by you in addition to our costs. In the event that you do not have ATE Insurance or Legal Expenses Insurance cover to protect you against this risk then we will discuss with you whether the potential outcomes of your matter justify the expense or risk involved including the risk of having to pay the costs of another party.
- 10.5** You will remain responsible for the payment of our costs, in full, regardless of any costs order made against another party. We will be entitled to render a bill to you in respect of our costs, which will be payable by you in accordance with our normal payment terms even though any costs order in your favour has not yet been paid. Any costs recovered from any other party will first be applied against any unpaid bills or charges and any balance will then be paid by you.

11. Outsourcing of Work

We may on occasions outsource work connected with your file, such as typing, photocopying, seeking expert reports etc. to ensure that work is done promptly. We do our utmost to ensure the protection of confidentiality of all matters in these circumstances. We abide by guidelines in relation to outsourcing as outlined by the Law Society and the Solicitors Regulation Authority (SRA). If you have any concerns in this regard please advise us in writing. If we do not hear from you, we will assume permission is given to outsource work in connection with your file as necessary.

12. Complaints

- 12.1** We endeavour to provide a high-quality service in all respects. However, if you have any queries or concerns, or are simply dissatisfied with any part of our service, please let us know.
- 12.2** In the first instance please contact the person dealing with your matter. They will look to resolve your concerns within two days of you raising them.

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12.3 If the matter is not resolved to your satisfaction, please contact Anita Kalra on anitakalra@klglaw.co.uk. She will investigate your complaint and recommend the best solution for you.

12.4 How we aim to resolve your complaint:

- If you telephone us, we'll endeavour to resolve the issue in that call.
- If you email or write to us, or if your complaint can't be resolved in a call, we'll write back within two days (excluding weekends). We'll acknowledge receipt of your complaint, confirm who'll be investigating it and when they'll reply to you. Although the Legal Ombudsman Guidelines allow us eight weeks to resolve your complaint, you should hear from our investigator within 28 calendar days.

12.5 If, after exhausting our escalation process, your complaint is not resolved to your satisfaction, or the eight-week period has expired without our final response, you're entitled to refer your complaint to an Ombudsman Scheme or for Alternative Dispute Resolution (ADR). However, we'll always be happy to discuss your issues further if you wish to do so, prior to taking this step.

12.6 For complaints about our service, including billing issues, you may contact the Legal Ombudsman:

- Phone: 0300 555 0333
- Email: enquiries@legalombudsman.org.uk
- Post: Legal Ombudsman, PO Box 6806, Wolverhampton WV1 9W

12.7 If your unresolved complaint relates to an insurance policy covering your case, you may contact the Financial Ombudsman Service:

- Phone: 0800 023 4567
- Email: complaint.info@financialombudsman.org.uk
- Post: Financial Ombudsman Service, Exchange Tower, London E14 9SR

12.8 Alternative Dispute Resolution (ADR) is a form of mediation similar, but separate to, the Legal Ombudsman. Companies exist who may be competent to mediate in some disputes but you'd need to obtain our express prior permission to use such a company. This doesn't apply to contacting the Legal Ombudsman, which you can do at any time. You can find out more about ADR online.

12.9 The Legal Ombudsman aims to resolve complaints and assist clients and their solicitors to reach a mutual agreement. There are, however, time limits for submitting complaints to them. These time limits also apply for referrals to the Financial Ombudsman Service:

- Within six months of receiving our final response;
- Eight weeks after lodging your complaint with us, if you haven't received our final response;
- Within six years of the date of the act/ omission if you haven't previously complained, or
- Three years from the date that you should've known you had a complaint to pursue and hadn't complained previously (if the act/ omission occurred more than six years ago).

The Legal Ombudsman won't accept complaints where the act/ omission or date of awareness was before 6 October 2010 though.

If your complaint is about your bill, you may have a right to apply to the court for an assessment under Part III of the Solicitors Act 1974. There are strict time limits applicable and you may wish to seek independent legal advice:

- Within one month from the date of invoice you have an unconditional right to a detailed assessment

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- After one month the Court may impose restrictions
- After one year from the invoice date, you will lose the right to a detailed assessment, except in special circumstances.

The Legal Ombudsman may not consider a complaint about a bill if you have applied to the court for such an assessment.

13. Termination and Notice of the Right to Cancel

13.1 You may terminate our instructions in writing at any time by writing to the person dealing with your matter but we will be entitled to keep all your papers and documents while there is money owing to us for our costs.

13.2 We may decide to stop acting for you only with good reason, for example, if you do not pay a bill, if you provide us with misleading information, or if you act in an abusive or offensive manner. We will give you reasonable notice in any situation where we will be ceasing to act for you.

13.3 If you, or we decide that we will no longer act for you, we will charge you for the work we have done and, where appropriate, will charge fees and disbursements incurred in transferring the matter to another adviser if you so request. Please note that we will not (to the extent permitted by the applicable rules of professional conduct) release your papers or property to you or any third party until you have paid all outstanding charges.

13.4 Notice of the right to Cancel - If you have not attended our offices in person and have instead been visited in your home or place of work by a solicitor or agent on our behalf, and have entered into an agreement for our services, then you have a right (under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013) to cancel that agreement within 14 days from the date of first instructing us, without any charge being made by us. You must give us notice in writing, either by post or electronically, or alternatively by sending us the cancellation notice slip which is enclosed with the Engagement Letter (where applicable). The notice of cancellation will be deemed as having been served on us as soon as it has been posted or sent electronically. Please note that if you agree in writing that we should undertake work on your behalf before the end of the cancellation period, then even if you cancel your agreement with us you may still be required to pay for services supplied before the cancellation date.

13.5 If you have instructed us using a form of 'distance communication' such as telephone or email then you have (under the 2013 Regulations referred to in clause 11.5) a right to cancel the agreement and withdraw your instructions within 14 days from first instructing us without any charge being made by us. You must give us notice in writing, either by post or electronically. The notice of cancellation will be deemed as having been served on us as soon as it has been posted or sent electronically. Please note that your right to cancel does not apply if we undertake work on your behalf, with your prior consent, within the 14-day period.

14. Limitation of Liability

14.1 All correspondence and other communications sent to you in the performance of our services shall for all purposes be assumed to have been sent on behalf of KLG. Any liability arising out of these Terms, or otherwise arising out of or related to the performance of our services, shall be a liability of KLG and not of an employee, member or consultant of KLG.

14.2 Accordingly, you agree that by engaging us you will not bring any claim arising out of or in

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connection with our engagement personally against any individual employee, member or consultant of KLG. This restriction will not operate to limit or exclude the liability of KLG.

15. Intellectual Property Rights

15.1 We retain copyright and all other intellectual property rights in all documents and other works we develop or generate for you in providing our services (including knowhow and working materials as well as final documents). We grant you a non-exclusive, non-transferable, non-sub licensable license to use such documents or other works solely for the purpose of your matter. If you do not pay us in full in accordance with your obligations we may, on giving you notice, revoke the license and only re-grant it to you once full payment has been made.

15.2 We may retain, for our subsequent use, a copy of the advice or opinion of any barrister or other third party obtained in the course of providing the services. If we retain a copy of any such advice or opinion, we will take all reasonable steps to conceal information which might reasonably enable you to be identified.

16. Recording of Telephone Conversations

The firm does not have a general policy of recording telephone conversations. However, there may be occasions when for reasons of training, security or evidence, we do record telephone conversations. The application of these terms and conditions to your matter will be taken as your consent to this.

17. Storage of Papers and Documents

17.1 We normally keep our file of papers (except for any of your papers that you ask to be returned to you) for at least 7 years, but we reserve the right to destroy a file at any time. We keep the file on the understanding that we have the authority to destroy it six years after the date of the final bill we send you for the matter. We will not destroy documents you ask us to deposit in safe custody, but we may send them to you for your retention.

17.2 If you request the return of your file or its transfer to a third party at any time within five years of completion of your matter then, in order to ensure our compliance with the money laundering legislation, we will make and retain a copy of your file. Upon such a request we may charge for time spent retrieving or delivering papers and documents and for any reading, copying, correspondence or other work necessary to comply with your request.

18. Data Protection and Electronic Communication

18.1 We comply with the requirements of the Data Protection Act 2018 and the EU General Data Protection Regulation. A copy of our Privacy Policy which sets out how we collect, process and store your personal information, is included in this pack. It also sets out your rights in respect of your personal information we process. We may conduct some or all of our communication and send documents, including bills, by email. However, email is not fully secure, may be intercepted by third parties, and may not always reach its intended recipient. Where necessary, you should follow up all important communications with a phone call, fax or printed copy by post. If you do not wish us to use email please let us know.

18.2 We shall use reasonable endeavours to ensure that emails we send are free from viruses and any other materials that may cause harm to any computer system. You undertake to act likewise with

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any email you send to us. We may monitor emails to investigate unauthorised use of our email system, or for any other purpose permitted by law. As a result, we may collect personal information about the senders and/or recipients of the email or which is contained in the email.

18.3 We may use the personal information that you provide us, or which we obtain through our dealings with you, for the provision of our services to you and for related purposes such as administration, billing and record keeping and to inform you of our services and events that we think may be of interest to you.

18.4 If you are responsible for your fees, we may need to conduct a search with credit reference and fraud prevention agencies who may consult the electoral roll. These agencies will provide us with personal data and may make a record of this search. By instructing us you consent to us undertaking this search and authorise such agencies to disclose such information to us. If you do not wish us to do this, you must let us know in writing.

19. Professional Indemnity Insurance

We maintain professional indemnity insurance in accordance with the requirements of the Solicitors Regulation Authority. Details of the insurers and territorial coverage are available for inspection at our registered office.

20. Tax Advice

20.1 Unless you specifically instruct us to advise on tax planning, the advice we give will not include any consideration of, or advice concerning, the taxation implications or consequences of any course, or alternative course, of action and we will not be liable for any loss or disadvantage that may arise from the tax consequences of any matter.

20.2 If you do specifically instruct us to advise on tax planning we will provide you with a separate estimate. We may be required by law to notify HM Revenue & Customs with details of any tax planning you receive, even though we have not ourselves provided you with the tax planning advice.

21. Regulation

Kalra Legal Group is authorised and regulated by the Solicitors' Regulation Authority ('SRA'). The SRA is the independent regulatory body of the Law Society of England and Wales, and operates within the regulatory framework of the Legal Services Act 2007 (and any subsequent amendments).

22. Equality and Diversity

We are committed to promoting equality and diversity in all of our dealings with clients, third parties and employees. In accordance with the Equality Act 2010 (and any subsequent amendments) we will not discriminate in the way we provide our services on the grounds of sex (including gender reassignment), marital status, sexual orientation, disability, race, colour, religion, age, nationality or ethnic or national origins.

23. Rights of Third Parties

Managing Director: Anita Kalra

Kalra Legal Group is a trading name of Kalra Business Services Ltd.

Registered Office: Braywick House West, Windsor Road, Maidenhead, SL6 1DN. Registered in England No. 9742420. VAT No. 221003388.

Kalra Business Services Ltd is authorised to provide advice and services and are regulated by the Solicitors Regulation Authority. Authorisation Number: 655870.

Nothing in these Terms confers any rights on any person pursuant to the Contracts (Rights of Third Parties) Act 1999 (and any subsequent amendments) and we shall not be liable to any third party for any advice or service we provide to you unless otherwise agreed in writing by a member. We may vary these Terms without the consent of any third party.

24. Severability and Good Faith

If any part of these Terms is held to be illegal, invalid or otherwise unenforceable then that provision shall, to the extent necessary, be severed and shall be ineffective but the remaining terms will continue in force and effect.

25. Non-Waiver

Any failure by KLG to insist upon strict performance of any of the Terms, or any failure or delay by KLG to exercise any rights or remedies whether under the Terms and/or at law or otherwise, shall not be deemed a waiver of any right of KLG to insist upon the strict performance of the Terms or of any of its rights or remedies as to any default under the Terms.

26. Electronic Communications

You warrant that any electronic signature you provide to enter into these Terms and conditions, the Engagement Letter and/or any funding agreement documentation is authentic to you and confirms the authenticity of both your signature and these Terms. Your signature is the means by which you consent to these Terms. You also agree that at our request you will co-operate with us by providing such certification as we may ask to verify the authenticity of your electronic signature, the Terms and your consent.

27. Governing Law and Jurisdiction

These Terms and any dispute between us shall be governed by, and construed in accordance with, the laws of England and Wales and shall be subject to the exclusive jurisdiction of the English courts.

Client Signature:

Print Name:

Date:

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KALRA LEGAL GROUP PRIVACY NOTICE

At Kalra Legal Group we take your privacy seriously and so will only collect and process data about you as necessary for your case. We will use our best endeavours to ensure that any data we collect and process about you is adequate, relevant, limited to what is necessary and kept accurate and up to date. We do not use your data to make any automated decision making.

Categories of information we collect and process about you include:

- Personal information such as your name, national insurance number, address, telephone numbers;
- Special categories of data including characteristics information, such as your gender, age, ethnic group and other diversity data.

Why we collect and use your data

We use your data to enable us to:

- easily contact you;
- perform our contractual obligations for you;
- verify your identity, as required under Money Laundering Regulations and in line with our professional obligations as a firm of solicitors.

The lawful basis on which we process your data

We process your data in compliance with our obligations under data protection legislation and regulations. We regard the data we collect and process about you as being necessary to facilitate our performance of our contract with you.

Who we share this information with

We will not sell your data to any third parties or share your data with third parties for marketing purposes.

There are times when we will need to share your data as part of our legal work for you. For example we may need to share your data with:

- Solicitors acting on the other side;
- A Court or Tribunal;
- An independent Barrister we instruct to assist us to advise or represent you;
- Non legal experts to obtain advice or assistance;
- Translation Agencies;
- Contracted Suppliers;
- External auditors or our Regulator; e.g. Lexcel, SRA, ICO etc.;
- Providers of identity verification;
- The Legal Aid Agency, your insurance company or your union, if they are funding your case;
- Any disclosure required by law or regulation; such as the prevention of financial crime or terrorism;
- If there is an emergency and we think you or others are at risk.

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Data Retention Periods

We will retain data about you during the time that you remain a client of the firm.

After our work for you has been completed, we will retain your file as required by our regulator and insurer. We will retain your file, usually for 7 years.

There may be other data about you that we need to retain, such as a copy of our invoice to you, which we need to keep for our legitimate business needs, as required by HMRC.

You have the right to:

- Object to our processing of personal data if this is likely to cause, or is causing, damage or distress;
- In certain circumstances, have inaccurate personal data rectified, blocked, erased or destroyed; and;
- Claim compensation for damages caused by a breach of data protection regulations.

Raising concerns

If you have a concern about the way we are collecting or using your personal data, please raise your concerns with us in the first instance. You can contact us at anitakalra@klglaw.co.uk.

If you are not happy with the way in which we are handling your data, you have the right to complain to the Information Commissioner's Office at www.ico.org.uk/concerns.

Requesting access to your personal data

Under data protection legislation you have the right to request access to information about you that we hold, often referred to as a 'Subject Access Request. To make a request for a copy of the data we hold on you, please contact the firm's Data Protection Officer, which is Anita Kalra, Data Protection Officer, Kalra Legal Group, Braywick House West, Windsor Road, Maidenhead, SL6 1DN, anitakalra@klglaw.co.uk or on 0800 8321 554.

Further information

If you would like to discuss anything in this privacy notice please contact us.

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COMPLAINTS HANDLING POLICY

Customer service is fundamental to everything we do

We know that engaging with the legal system can be daunting, and we strive to make the process as easy for you as possible. We always hope that your experience with Kalra Legal Group is a good one, but we understand that sometimes things don't always go the way you would like. This document outlines our policy for dealing with customer issues and handling service complaints. We are committed to making this process as fair and transparent as possible in order to provide you with a satisfactory resolution.

At the start of your case

At the outset of the case you will be given the name, address and telephone number of the person who will be dealing with your case. Should you find any aspect of our service, including your bill unsatisfactory, we would like to hear from you. Please either telephone or write directly to Anita Kalra. Please be aware that we would not normally accept a complaint outside a six (6) month period from completion of your matter or from when the issue which gave rise to the complaint occurred.

Initial Complaint Handling

1. If you phone, we will endeavour to resolve the issue during that call.
2. If you write to us, or we have not been able to deal satisfactorily with your issue/complaint on the telephone, we will send you an acknowledgement letter within five (5) working days of receiving your complaint.
3. Your issue/complaint will be investigated by Anita Kalra who will examine your file and may discuss the matter with the member of staff who acted for you.
4. Anita Kalra will contact you to ensure the issues you have raised are properly understood.
5. Anita Kalra will then review your concerns and send you her response to your issue/complaint within eight (8) weeks of the issue of our letter of acknowledgement with her findings and suggestions for resolving the matter.
6. If you would prefer to discuss any of your concerns with Anita Kalra:
 - by phone on: 0800 8321 554
 - by email at: anitakalra@klglaw.co.uk, or
 - by post at: Client Services, Kalra Legal Group, Braywick House West, Windsor Road, Maidenhead, SL6 1DN.

Referral to the Legal Ombudsman

In the unfortunate event that we have not been able to resolve your concerns, including billing issues, within an eight (8) week period, you may contact the Legal Ombudsman:

- by email at: enquiries@legalombudsman.org.uk
- by phone on: 03005550333 , or
- by post at: Legal Ombudsman, PO Box 6806, Wolverhampton, WV1 9WJ.

Referrals to the Legal Ombudsman should be made:

- within six (6) years from the date of act/omission, or

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- three (3) years from when the complainant should reasonably have known there was cause for complaint (if the act took place more than six (6) years ago), and
- within six (6) months of the complainant receiving a final response from their lawyer.

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