

## Terms and Conditions (“Terms”)

### 1. INTRODUCTION

1.1 Lawyers For Nature CIC (‘we’, ‘us’, ‘our’) is a Community Interest Company registered in England and Wales (registration number 12912960). Our registered office is The Annexe, Sky Farm, Chapel Cross, Heathfield, England, TN21 9DB.

1.2 Any person undertaking work on our behalf pursuant to your instructions, does so as an employee or member of or otherwise on behalf of us, not personally and accepts no personal liability.

1.3 We confirm your instructions and the services to be provided to you by us in the client care letter addressed to you (referred to in these Terms as the “CCL”).

1.4 Your continuing instructions to us will amount to your acceptance of these Terms and the basis upon which we are accepting your instructions as set out in the CCL.

1.5 If there is any conflict between these Terms and the CCL, the CCL will take precedence.

1.6 In these Terms, there are provisions which allow us to:

1.6.1 charge you interest on late payment of our invoices (section 10);

1.6.2 recover our costs for legal proceedings initiated to seek payment of our invoices (section 10); and

1.6.3 limit our liability to you (section 14).

### 2. SCOPE OF INSTRUCTIONS

2.1 The scope of our instructions is set out in the CCL.

2.2 We shall not advise or provide guidance on any matters which are not expressly included in the CCL.

2.3 Unless we expressly agree and confirm in the CCL, we will not be responsible for providing advice in relation to:

2.3.1 any laws other than the laws of England and Wales;

2.3.2 tax in any form;

2.3.3 the commercial and/or financial implications of any matter or transaction;

2.3.4 the financial status of any other party to a transaction; or

2.3.5 any accountancy matters.

2.4 The advice we give is personal to you. If any advice we have given is passed to any third party, we shall not be liable in any way to that third party under these Terms.

### **3. CONFLICTS**

3.1 We conduct routine checks for conflicts of interest on accepting instructions.

3.2 We can only accept your instruction if no conflict exists or is likely to develop. If that changes during the course of a matter, we will talk with you about how to resolve it.

3.3 We may have to stop acting for you if a conflict arises. This may occur because we have discovered or are aware of information obtained whilst acting for another client which we would normally have to tell you about. However, telling you about that information would conflict with our duty of confidentiality to the other client. In this event, we reserve the right to withhold this information and stop acting for you. In certain cases, we may continue to act for you and the other client, but only if we are able to observe our duty of confidentiality to you.

3.4 We act for many clients. Some of our clients work in the same industry and sector. You accept that the fact that other current clients we may have or any future clients we may obtain, will sometimes have commercial interests which may be adverse to your own. In that situation you agree that that of itself would not prevent us from acting for you.

### **4. RESPONSIBILITY FOR YOUR WORK**

4.1 The CCL details the principal people who will carry out your work and their status.

4.2 We try to avoid changing the principal people who carry out your work but if this cannot be avoided, we will notify you promptly as to who will continue to handle your matter and why the change was necessary.

### **5. YOUR INSTRUCTIONS TO US**

5.1 It is important that we have a clear understanding of the legal services required by our clients. We will, therefore, need detailed instructions in respect of each particular matter so that we can properly and fully advise you and take the appropriate action.

5.2 You can assist us by giving clear instructions, letting us have all relevant documentation, informing us of any time limits of which you are aware and dealing promptly with any important questions or issues that arise.

5.3 It is your responsibility to inform us of any changes in circumstances which may affect your instructions to us and the advice we give.

### **6. OUR CHARGES**

6.1 We charge either by fixed fee or hourly rate.

6.2 You are responsible for payment of our charges even if you have entered an agreement with another to pay or share payment.

## **7. CALCULATION OF OUR CHARGES**

7.1 Our charges are calculated to cover the time spent in undertaking various tasks including but not limited to meeting with you and other relevant parties either in person or by video conference, preparing correspondence, considering pertinent issues, preparing and working on documentation, providing advice to you, making and receiving telephone calls.

7.2 Where we have agreed to fix or cap on our charges, this will be confirmed in the CCL. If at any stage it becomes impractical to complete the matter for the fee agreed, we will inform you and seek to agree a revised fee prior to incurring any additional charges.

7.3 In addition to our charges, we may incur expenses that we have to pay on your behalf. You agree to repay us for any such expenses we pay on your behalf.

7.4 Where we are instructed by two or more clients, their liability to pay our costs and expenses will be joint and several unless agreed otherwise in writing.

7.5 If for any reason we cease acting for you, unless agreed otherwise, we will charge you for the work done and the expenses incurred.

## **8. TERMS OF PAYMENT**

8.1 The initial payment will be set out in the CCL. Subsequent payments will be laid out in regular (likely monthly) invoices.

8.2 Any initial payment set out in the CCL will be required prior to our commencing work for you.

8.3 Our fees and expenses are payable in full on or before completion of each matter, unless stated otherwise in the CCL.

8.4 We may send you regular interim invoices for other disbursements, charges and expenses.

## **9. PAYMENTS**

9.1 The methods by which funds may be transferred to us shall be set out in the CCL. In making payments to us you should be wary of cyber-crime. It is your responsibility to verify our bank details before any payment is made and we are unable to take responsibility if you transfer money to a wrong account.

9.2 We will accept payment by debit and credit card in settlement of our fees (meaning the cost of services rendered by us to you) and VAT thereon.

9.3 We shall not accept credit card payments in respect of disbursements or any other third party charges and expenses incurred on your behalf.

## **10. INTEREST ON LATE PAYMENT AND COST OF ENFORCEMENT**

10.1 If you do not pay an invoice (in whole or in part) within 14 days of the date of the invoice, we may charge you interest on the amount outstanding from and including the date of invoice until payment.

10.2 Interest will be payable at the rate of 8% per annum from the date of the invoice until and including the date of payment and will be charged on a daily basis.

10.3 If you fail to pay our invoice, we may at our discretion commence legal proceedings against you for payment. In these circumstances, you will be responsible for the payment of all further fees, charges and expenses incurred in those proceedings, even if the claim is for less than £10,000.

## **11. DATA PROTECTION, DATA PROCESSING AND TELECOMMUNICATIONS**

11.1 In this section 11:

“Data Protection Legislation” means (i) unless and until the GDPR is no longer directly applicable in the UK, the GDPR, the Data Protection Act 2018 and any other national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 2018; and “GDPR” means the General Data Protection Regulation ((EU) 2016/679).

11.2 We will only collect personal data from you that is relevant to the matter that we are dealing with. The GDPR requires us to tell you how we may use that information. We will mainly use your information for the provision of advice and as is necessary for the performance of the work you have hired us for. We may also disclose these details to third parties where necessary for the purpose of the matter upon which you have instructed us.

11.3 We may also where it is in our legitimate interest, i.e., in a way in which we might reasonably be expected as part of running our business, contact you from time to time by mail, email, or telephone to provide information that might be of use to you, including details of the service we offer, newsletters, legal updates and invitation to events.

11.4 We will process your data in accordance with our ‘Privacy Policy’ a copy of which you can request at any time.

11.5 We may monitor, record, store and use any telephone, email or other communication with you in order to check any instructions given to us, for training purposes, for crime prevention and to improve the quality of our client care.

11.6 We will keep your personal data throughout the period of time that we do work for you and afterwards for such periods as we are required to do so by our insurers or by law.

11.7 You have a series of rights under the GDPR including the right to access a copy of the information we hold about you. Further information on this issue can be found in our Privacy Policy.

11.8 If you have any questions about the way in which we may process your personal data or you are unhappy about the way that we are using your personal data then please contact

us at [operations@lawyersfornature.com](mailto:operations@lawyersfornature.com) and if your complaint remains unresolved you can contact the Information Commissioner's Office, details available at [www.ico.org.uk](http://www.ico.org.uk).

## **12. STORAGE OF PAPERS AND DOCUMENTS**

12.1 After completing your matter, we are entitled to keep all your papers and documents while there is money owing to us for our fees, charges and expenses and those incurred on your behalf or upon your instructions.

12.2 We will keep our file and your deeds and documents (other than those papers, deeds and documents that you ask to be returned to you) for no more than seven years after the conclusion of your matter, or for such other period as is required by law. We reserve the right to destroy files at the end of that period but we will endeavour to contact you first if those files contain deeds or documents which belong to you. We will not destroy deeds or documents you ask us to deposit in safe custody.

## **13. TERMINATION**

13.1 You may terminate your instructions to us in writing at any time but we will be entitled to keep all your papers, deeds and documents while there is money owing to us for our fees, charges and expenses and those incurred on your behalf or upon your instructions.

13.2 We may decide to stop acting for you only with good reason, for example:

13.2.1 the threat or risk of violence, injury or other danger to the physical, psychological or moral well-being of any of our personnel;

13.2.2 the discovery or creation of a conflict of interest;

13.2.3 your requesting us to break the law or any professional requirement;

13.2.4 your failure to pay us any amount due, or money on account requested;

13.2.5 your bankruptcy or insolvency;

13.2.6 our being forbidden to act by the National Crime Agency or your name appearing on any sanctions list produced by HM Government;

13.2.7 our reasonable belief that our continuing to represent you may cause damage to our professional or personal reputation; or

13.2.8 any other breach by you of these Terms.

13.3 If you decide to terminate your instructions to us, or we decide to cease acting for you, we will still be entitled to receive payment of our fees, charges and expenses for services performed up to the date of termination. All our rights set out in these Terms shall continue to apply even if the agreement is terminated.

## **14. LIMITATION OF LIABILITY**

14.1 We accept no liability for any loss, damage or expense of any nature whatsoever which is caused by the reliance upon our advice by any third party.

14.2 Lawyers For Nature has £1,000,000 (one million pounds) of professional indemnity insurance arranged, which is hereby disclosed for the purposes of the Provision of Service Regulations 2009. The period of insurance is from 20th December 2023 to 19th December 2024 and is renewed annually. Our insurance policy is underwritten by Omnyy LLP on behalf of our insurer, Accelerant Insurance Europe SA/NV UK Branch. The insurer's address is: 1 Tollgate Business Park, Tollgate West, Colchester, CO3 8AB. The policy reference is 000TQOPII230.

14.3 Our liability to you whether in contract, tort (including negligence) or otherwise, in respect of:

- all claims and losses resulting from one act, error or omission;
- all claims and losses arising from a series of related acts errors or omissions; or
- all claims and losses resulting from a series of acts, errors or omissions arising out of or attributable to the same originating cause, source or event, or;
- all claims arising from the same or similar act, error or omission in a series of related matters or transactions;

is in each case limited to a maximum amount of £1,000,000 (one million pounds). We accept no liability for consequential or indirect loss.

14.4 We can only limit our liability to the extent that the law allows (for example, we cannot limit our liability for death or personal injury caused by our negligence).

14.5 We shall not be liable for any failure to provide our services caused by matters beyond our reasonable control.

14.6 We will not be liable for any consequential, special, indirect or exemplary damages, costs or losses or any damages, costs or losses attributable to lost revenue, profits or opportunities.

14.7 We will not be liable to repay money lost through the failure of a bank or other financial institution.

14.8 If we should recommend the services of anyone such as accountants, surveyors, trademark and patent agents, foreign lawyers or anyone else, we shall do so in good faith and this shall be the sole extent of our liability with regard to the recommendation in question. We may be paid a referral commission by them, in which case we shall inform you of such commission.

## **15. EMAIL POLICY**

15.1 We will use email when communicating with you unless you have specifically requested us not to do so.

15.2 You accept that email communications are potentially insecure and may be accessed by someone not involved in the transaction. Although we will keep your files confidential, the use of email gives rise to a risk of this confidentiality being compromised.

15.3 Our external email messages are checked for viruses. However, we accept no liability for any loss or damage that you may incur as a result of any viruses and you should check all your incoming email messages for viruses.

## **16. MAKING A COMPLAINT**

16.1 You may request a copy of our 'Complaints Procedure' at any time.

16.2 We reserve the right to outsource the conduct of any complaint to a third party provider.

## **17. MONEY LAUNDERING REGULATIONS AND THE PROCEEDS OF CRIME ACT 2002**

17.1 We are required by law to operate strict procedures to guard against the risk of money laundering. Particularly we are required to verify the identity and permanent address of all new clients. For a company we require the documents of **two** Directors.

17.2 Please provide the following documents for **two** Directors: one item from List A and one item from List B below. If we are not to see you in person with original documents, we will require copies certified by a UK accountant or lawyer.

17.2.1 List A – proof of identity:

(a) current Passport

(b) current full UK Photocard Driving Licence

17.2.2 List B – address verification:

(a) a bill for the supply of electricity, gas, water or telephone services (provided it is fewer than three (3) months old). Mobile telephone bills are not acceptable;

(b) Television Licence renewal notice

(c) Council Tax bill (providing it is fewer than three (3) months old)

(d) recent Tax Coding Notice;

(e) recent Mortgage Statement;

(f) credit card or bank statement (provided it is fewer than three (3) months old) showing current address.

17.3 If you are a new or existing body corporate not listed on a regulated market who has not previously supplied information, we will also require the following:

17.3.1 Company/organisation full name;

17.3.2 Company or other registration number;

17.3.3 Registered address and, if different, principal place of business address;

17.3.4 Memorandum of Association or other governing documents;

17.3.5 Names of the Board of Directors or members of your management body and its senior management;

17.3.6 Documentation in accordance with lists A and B above for any beneficial owners if their identity has not otherwise been verified in accordance with paragraph 17.2 above.

17.4 We may ask you to tell us the source of any monies you send to us. You agree that where we are requested to do so, we may provide this information to your insurance company, building society, bank or other relevant authority.

17.5 Where there is a suspicion that you are engaged in money laundering, we may have to make a report to the National Crime Agency without prior reference to you. We may not be permitted to tell you that we have made a report and there may be a period during which we are not permitted to continue to act for you. In these circumstances, we accept no liability whatsoever for any loss or damage you may directly or indirectly suffer as a result.

17.6 It is our policy not to accept cash payments unless we expressly agree. Where cash is paid directly into our client account at any bank, we reserve the right to return this to you and request that you use an alternative method to transfer funds to us.

## **18. BRIBERY ACT**

18.1 We and our employees and all associated persons are prohibited from giving or receiving gifts or hospitality made with the intention of exerting improper influence, obtaining or retaining a business advantage, or in explicit or implicit exchange for favours or benefits. No gifts in the form of cash will be accepted. If you wish to provide a gift or hospitality to a person associated with this firm, then we have a duty to log the same in our central register.

18.2 We may terminate our work with you should we have cause to believe you or a person or business performing services on your behalf have committed an offence under the Bribery Act 2011.

## **19. NOTICE OF THE RIGHT TO CANCEL**

19.1 If you are an individual and the terms on which we are to act for you are concluded when we are meeting away from our offices or in our offices but when you have originally asked us to act in a meeting elsewhere, under consumer protection legislation you have a right to cancel your instructions within fourteen days without giving any reason.

19.2 Your right to cancel can be exercised by delivering, or sending, by electronic mail, a cancellation notice to the person with day to day conduct of your matter at any time within the period of fourteen days starting with the date you originally requested us to start work or you receive the CCL, whichever is the earlier.



19.3 You cannot exercise this right by telephone.

19.4 Should you decide to cancel the agreement between you and us or you may email us with your unequivocal cancellation.

19.5 You must pay for any service you have received prior to cancellation. The fee will be based on time recorded on your matter and will be proportionate to the full contracted price.

19.6 If you wish us to start work before the end of the cancellation period, your counter signature on the CCL will provide sufficient authority for us to do so.

## **20. EQUALITY AND DIVERSITY**

We are committed to promoting equality and diversity in all of its dealings with clients, third parties and employees. You may request a copy of our 'Equality and Diversity Policy' at any time.

## **21. THIRD PARTY RIGHTS**

It is agreed between us that the Contract (Rights of Third Parties) Act 1999 does not apply to these Terms.

## **22. PUBLICITY**

We may occasionally wish to give details of our existing client base and the nature of the work we undertake to prospective clients or the media. We will contact you for agreement before providing any information about you or your business.

## **23. SEVERANCE**

If any provision of these Terms is found by a competent court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of these Terms which shall remain in full force and effect. If any provision of these Terms is found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such deletions as may be necessary to make it valid and enforceable.

## **24. GOVERNING LAW**

These Terms and the CCL and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Terms and the CCL or their subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

## **25. JURISDICTION**

The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Terms and the CCL or their subject matter or formation.

