



L M P L E G A L

TERMS OF BUSINESS

1. **Scope and Application**

- 1.1 The purpose of this document is to set out the professional relationship and the Services LMP Legal Limited ("**LMP Legal**", "**we**", "**us**", "**our**") will provide to you, the Client ("**you**", "**your**"). It should be read in conjunction with the attached Service Level Agreement and your policy with your referring broker, insurer, or reseller. This document sets out the standard of business LMP Legal upholds with all clients.
- 1.2 The provision of the Services will be on these conditions to the exclusion of all other terms and conditions, except those expressly agreed upon in the contract between the Client and their referring broker, insurer, or reseller that relate to the provision of the Services by LMP Legal.

2. **Instructions**

- 2.1 The Service Level Agreement sets out the entire scope of our engagement with you. If there is a subsequent change, this will be discussed with you and, where appropriate, confirmed in writing.
- 2.2 During your use of the Service, shall proceed on the basis of factual information we receive from you, and rely upon you to tell us as soon as possible if anything occurs which renders any information previously given to us as incorrect, inaccurate, or incomplete. This information will form the basis of our advice to you.
- 2.3 We shall not be responsible for any failure to advise or comment on any matter which falls outside the scope of the instructions given to us by you.
- 2.4 We cannot accept any responsibility for any event, loss, or situation, unless it is one against which it is the express purpose of these instructions to provide protection.
- 2.5 Any matters beyond the scope of the Service Level Agreement are not covered by these terms. Should you require legal advice or representation in a separate matter, we shall have no responsibility for advising you about it, nor to act on your behalf, unless we expressly accept instructions from you to do so and we send you a separate agreement and new terms and conditions in relation to those instructions.
- 2.6 Advice given by us is provided in light of the instructions to which it relates, and for the benefit of you only. It may not be used or relied upon for any other purpose, or by any person other than you.
- 2.7 LMP Legal may, from time to time and without notice, make any change to the Services which are necessary to comply with any applicable statutory or regulatory requirement or other practicality.

3. **Remuneration**

- 3.1 The fees for the Services are met through your contract with your referring broker, insurer, or reseller.
- 3.2 Your broker, insurer, or reseller has secured this service on your behalf from LMP Legal, and may earn a commercial benefit from doing so. You are not obliged to use this service and may seek advice from another solicitor. This service provides limited-scope legal advice and representation, and if your matter continues you are free to instruct LMP Legal under a separate agreement or choose another provider.
- 3.3 If you fail to pay your referring broker, insurer, or reseller any sum when due, then without prejudice to any of its other rights, powers, and remedies, LMP Legal may suspend the provision of the Services and/or the services under any other contract between you and LMP Legal until the outstanding amount has been received by LMP Legal in full in cleared funds.

4. **Communication**

- 4.1 We will communicate with you and others by letter, telephone, email, or SMS. Please let us know if any of these methods are insecure or appropriate.

- 4.2 We may communicate with each other by electronic mail, sometimes attaching further electronic data. Each party accepts the inherent risks (including the security risks of interception of or unauthorised access to such communications, and the risk of viruses or other harmful devices). Notwithstanding that each party has reasonable virus checking procedures, such party will be responsible for virus checking all electronic communications sent to it. It will also be responsible for checking that messages received are complete.
- 4.3 In the event of a dispute neither party will challenge the legal evidential standing of an electronic document and the LMP Legal system will be deemed the definitive record of electronic communications and documentation.

5. **Limitation of Liability**

- 5.1 You acknowledge that there is no contract between you and any LMP Legal individual members, employees, or consultants. Any advice given to you by a member, employee or consultant is given by that person on our behalf and that person does not assume responsibility to you for that advice. Accordingly, you will not bring any claim against any individual member, employee, or consultant in respect of any losses which you suffer or incur directly or indirectly in connection with the Services.
- 5.2 If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a reasonable result of our breaching these terms or our failing to use reasonable care and skill. We shall not in any event be responsible for any loss of profits or loss of business opportunities relating to your business.
- 5.3 We have included provisions in these terms which limit our liability in certain circumstances. Please note carefully the exclusion of liability in circumstances where matters fall outside our instructions.
- 5.4 You may not rely on any drafts of any advice (whether oral or written), reports, letters, or other document we send to you since they may vary significantly from any final report or advice.
- 5.5 We do not assume any legal responsibility to you for the work of third parties engaged on your behalf.
- 5.6 Nothing in these conditions excludes or limits the liability of LMP Legal for:
 - 5.6.1 death or personal injury caused by LMP Legal negligence;
 - 5.6.2 fraud or fraudulent misrepresentation; or
 - 5.6.3 any matter for which it would be illegal for LMP Legal to exclude or to attempt to exclude its liability.
- 5.7 Subject to clause 6 (Warranty):
 - 5.7.1 LMP Legal will not be liable for a breach of the warranty unless you give written notice of the breach to LMP Legal within 7 days of the time when you discover or ought to have discovered the breach. Subject to this clause, if LMP Legal is reasonably satisfied that any Services do not conform with clause 6 (Warranty) then LMP Legal shall, at its option, re-perform such Services or credit you with a refund in respect of the whole or a proportionate part of the Fee paid for such Services. If LMP Legal complies with this condition, then it will have no further liability for a breach of the warranty under clause 6 (Warranty).
 - 5.7.2 LMP Legal will not be liable to you in contract, tort (including negligence), breach of statutory duty, misrepresentation, restitution, or otherwise for any loss to the extent that such loss:
 - 5.7.2.1 arises as a result of LMP Legal having complied with your instructions or of any failure by you to comply with any of your obligations under these conditions; and/or
 - 5.7.2.2 is attributable to any Input Material (including where such Input Material is incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form) or to any other act or omission on your part (or your employees, agents, or sub-contractors) (including your failure to implement any recommendation made by LMP Legal); and/or
 - 5.7.2.3 does not relate to or arise out of the Services provided by LMP Legal; and/or
 - 5.7.2.4 arises from the corruption of any Deliverable which is stored and/or transmitted to you electronically;
 - 5.7.2.5 arises from any action or inaction on the part of a Third Party.

- 5.8 LMP Legal will not be liable to you in contract, tort (including negligence), breach of statutory duty, misrepresentation, restitution, or otherwise for any loss of profits or any indirect or consequential loss (including pure economic loss, loss of business, depletion of goodwill and like loss) howsoever caused arising out of or in connection with the Services.
- 5.9 Unless you have applied for, and LMP Legal has agreed to, special interest being noted, the total liability of LMP Legal in contract, tort (including negligence), breach of statutory duty, misrepresentation, restitution, or otherwise arising out of or in connection with the Services will be limited to the Fee received by LMP Legal and if this limit is set aside by Court ruling, the alternative limit would be the agreed special interest or whatever the indemnity limit is in LMP Legal's professional indemnity at the material time.
- 5.10 Each of LMP Legal's employees, agents and sub-contractors may rely upon and enforce the exclusions and restrictions of liability in this clause in that person's own name and for that person's own benefit, as if the words "its employees, agents and sub-contractors" followed the words "LMP Legal" wherever it appears in this clause.
- 5.11 You acknowledge that the above provisions of this clause are reasonable and are reflected in the cost of the Services, which would be higher without those provisions, and you will accept such risk and/or insure accordingly.
- 5.12 LMP Legal will not be liable to you or be deemed to be in breach of contract by reason of any delay in performing, or any failure to perform, any of LMP Legal's obligations in relation to the Services, if the delay or failure was due to any cause beyond LMP Legal's reasonable control, including explosion, flood, abnormal weather conditions, fire, war or threat of war, civil disturbance, acts of terrorism, strikes, lock-outs or other labour disputes whether of LMP Legal, you, or any third party.

6. **Warranty**

- 6.1 LMP Legal warrants that the Services will be provided with reasonable care and skill, but gives no warranty that the provision of the Services or your compliance with any advice or recommendations given by LMP Legal will fulfil your obligations arising from:
- 6.1.1 any statute; legislation; European, national, or local laws or regulations; and/or
- 6.1.2 any insurance policy warranties, terms or conditions. You are advised to read your insurance policies carefully to ensure that any risk management action you take complies with the terms and conditions of all of your insurance policies.

7. **Confidentiality**

- 7.1 LMP Legal shall keep confidential all information of or relating to you which is clearly identifiable as confidential by its nature, and shall not disclose any such information to any third party without your prior written consent, except to the extent that information:
- 7.1.1 is or becomes public knowledge other than by reason of LMP Legal's breach of this clause; or
- 7.1.2 is known from other sources that are not subject to any restriction on disclosure of that information; or
- 7.1.3 is required to be disclosed by any statutory or regulatory requirement or by any Court order; or
- 7.1.4 is disclosed to LMP Legal professional advisers who need to know the same.
- 7.2 In the event that in the course of the provision of the Services you disclose to LMP Legal material information which is not in the public domain and which is or could be regarded as "inside information" so as to make LMP Legal an "insider" for the purposes of the Criminal Justice Act 1993 and/or the Financial Services and Markets Act 2000, you shall immediately give notice in writing to LMP Legal of this fact.
- 7.3 In the unlikely event of a breach of confidentiality, we will notify you promptly and take all necessary steps to mitigate the impact.

8. **Termination**

- 8.1 This service is included as part of your legal expenses insurance policy arranged by your referring broker, insurer, or reseller. Any queries relating to your policy, including coverage or cancellation, should be directed to them.
- 8.2 The termination of any Services howsoever arising is without prejudice to the rights, duties, and liabilities of either party accrued prior to termination and the conditions which expressly or impliedly have effect after termination will continue to be enforceable notwithstanding termination.

9. **Reasonable Conduct**

- 9.1 LMP Legal is committed to maintaining a respectful and effective relationship with all clients. We strive to treat users with the utmost respect and professionalism in all interactions, ensuring clear and fair communication. However, in instances where client conduct becomes unreasonable, we may take specific actions up to and including Termination of Services.
- 9.2 Unreasonable behaviour includes, but is not limited to:
- 9.2.1 requests significantly beyond reasonable expectations or disproportionate to the scope of agreed services;
 - 9.2.2 requests for us to engage in actions that conflict with our professional obligations, or the standards of our profession as set by the Solicitors Regulation Authority (SRA);
 - 9.2.3 expecting us to work to unreasonable timescales or outside of working hours;
 - 9.2.4 excessively contacting us to the extent that a disproportionate amount of time is spent on your matter to the detriment of other clients, including:
 - 9.2.4.1 repeated contact in person, by phone or email etc, to one or more staff members about the same issue;
 - 9.2.4.2 continually submitting to us duplicated documentation, or documentation with limited relevance to your matter;
 - 9.2.4.3 persistent refusal to accept a reasonable decision or explanation, or repeatedly requesting a review of the same.
 - 9.2.5 use of aggressive, threatening, or abusive language and behaviour towards our staff in any format verbal, written or otherwise, such as:
 - 9.2.5.1 offensive language and/or shouting;
 - 9.2.5.2 threats, inflammatory statements or unsubstantiated allegations;
 - 9.2.5.3 harassment or discriminatory language;
 - 9.2.5.4 personal or derogatory comments;
 - 9.2.5.5 any other incident that may cause any member of our staff to feel abused, threatened or intimidated.
- 9.3 Clients demonstrating unreasonable behaviour will be informed of the concerns regarding their conduct and provided with any decision on further action we may take. The options we will consider are:
- 9.3.1 limiting telephone contact or requiring communication only in writing;
 - 9.3.2 restricting interactions and correspondence to specific times and/or to certain topics only;
 - 9.3.3 termination of Services.
- 9.4 If we have decided to restrict our service to you in any way and you do not agree with this decision, you can appeal following our complaints procedure.

10. **Complaints**

- 10.1 We recognise the importance of quality service and set ourselves high standards, but things can go wrong in any business. If for any reason LMP Legal has not met your expectations, we would like to know.
- 10.2 Should this happen then in the first instance you should speak or write to the person who has overall responsibility for your matter. Charlotte Le Maire, our Head of Complaints, will acknowledge all complaints within 3 Business Days, and will provide a formal written response, outlining how LMP Legal have investigated your complaint and any remedial action that has been taken, within 20 Business Days from the receipt of the original complaint.
- 10.3 If your complaint cannot be satisfactorily resolved within this timescale, we will write to you within 20 business days with an update on the progress of our investigation and the likely timescale involved. We aim to provide a formal response to all complaints within 40 Business Days of receipt of the original complaint. In circumstances where this is not possible, we will provide an explanation of why your complaint has not been resolved within this timescale and will give you a date on or by which we expect to be able to respond.

- 10.4 If you are not satisfied with our handling of your complaint, you may be able to ask the Legal Ombudsman to consider your complaint.
Address:
PO Box 6806,
Wolverhampton
WV1 9WJ
Website: www.legalombudsman.org.uk.
Telephone: 0300 555 0333
Email: enquiries@legalombudsman.org.uk
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. Note that the Legal Ombudsman service cannot be used by businesses or most other organisations unless they are below certain size limits. 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.
- 10.5 We are regulated by the Solicitors Regulation Authority (SRA) and so are subject to the provisions of the SRA Code of Conduct and the SRA Handbook. Copies can be obtained from the SRA website. If you believe we have acted in breach of our professional obligations you can raise your concerns about our behaviour with them.
Address:
The Cube,
199 Wharfside Street,
Birmingham,
B1 1RN
Website: www.sra.org.uk/consumers
Telephone: 0870 606 2555
Email: report@sra.org.uk

11. **Diversity**

- 11.1 We have formal procedures in place to ensure equal opportunities. We are committed to treating all prospective and existing employees, partners, clients and third parties equally and without regard to gender, marital status, ethnic origin, age, disability, sexual orientation, or religious belief.

12. **General**

- 12.1 These conditions are governed by English law and you and LMP Legal irrevocably submit to the exclusive jurisdiction of the English Courts in relation to any dispute connected with these conditions.
- 12.2 To the extent that any provision of these conditions is determined by any judicial or other competent authority to be invalid, unlawful, or unenforceable then that provision will be severed from these conditions, but this will not affect the remainder of these conditions which will continue in full force and effect. The parties will in good faith endeavour to amend these conditions to reflect as nearly as possible the spirit and intention behind the invalid, unlawful or unenforceable provision but so that the amended provision complies with English law.
- 12.3 The Service Level Agreement and these Terms of Business contain all the terms to which the parties have agreed relating to the scope of work and supersedes any prior drafts, agreements, representations, warranties, and arrangements of whatsoever nature. Neither party has been induced to enter into the contract formed pursuant to this Agreement by any statement which is not contained in this Agreement. Nothing in this clause excludes any liability which one party would otherwise have in respect of any statement it has made fraudulently to the other party. In the event of any conflict or inconsistency between the Service Level Agreement and these conditions, the Service Level Agreement will prevail.
- 12.4 You acknowledge that you have entered into the contract with LMP Legal pursuant to the Service Level Agreement in reliance only on the representations, warranties and promises specifically contained or incorporated in the Service Level Agreement and, save as expressly set out in the Service Level Agreement, LMP Legal will have no liability in respect of any other representation, warranty or promise made prior to the formation of the contract pursuant to the Service Level Agreement unless it was made fraudulently.

- 12.5 Any rights not expressly granted by LMP Legal in these conditions are reserved, including but not limited to the right to amend these terms and restrict service availability.
- 12.6 We will exercise our rights responsibly, ensuring any amendments to these terms or service adjustments are clearly communicated to users in advance.
- 12.7 Any notice or communication in connection with the Services will be in writing addressed to the other party at its registered office or principal place of business or registered domain email address (or such other address or email address notified to the other party pursuant to this clause) and will be delivered by hand, pre-paid first-class post or email transmission. Each notice will be deemed to have been duly served if delivered by hand, when left at the proper address for service, if delivered by pre-paid first-class post, 2 Business Days after being posted, if delivered by email transmission on a Business Day prior to 4.00pm, at the time of transmission and otherwise on the next Business Day.
- 12.8 The Service Level Agreement is personal to you, and you may not assign, delegate, sub-contract, or sub-license all or any of its rights or obligations under the Service Level Agreement without the prior written consent of LMP Legal. LMP Legal may assign, delegate or sub-contract all or any of its rights or obligations under the Service Level Agreement to any person, firm, or company.
- 12.9 Any waiver by LMP Legal or any breach of, or any default under, any provision of the Service Level Agreement by you will not be deemed a waiver of any subsequent breach or default and will in no way affect the other provisions of the Service Level Agreement. Each right, power, or remedy of LMP Legal under these conditions or at law is without prejudice to any other right, power, or remedy of LMP Legal. No failure or delay by LMP Legal in exercising any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same or of some other right, power, or remedy.
- 12.10 No variation of these conditions will be valid unless it is in writing and signed by or on behalf of each of the parties.
- 12.11 Nothing in the Service Level Agreement is intended, or shall operate, to create a partnership between you and LMP Legal or to authorise either party to act as agent for the other party.
- 12.12 The contract between you and LMP Legal pursuant to these conditions is made for the benefit of you and LMP Legal and is not intended to benefit, or be enforceable, by anyone else. You and LMP Legal may terminate, rescind, or cancel such contract or vary these conditions without requiring the consent of any third party.