



## **STONE ROWE BREWER LLP – TERMS OF BUSINESS**

### **1. Stone Rowe Brewer LLP**

Our services are provided to you by Stone Rowe Brewer LLP (“the LLP”) which is a limited liability partnership. The LLP has sole legal liability for the work done for you and for any act or omission in the course of that work (subject to the following provisions of these terms of business relating to liability generally). No Principal or member of the LLP staff will owe you a duty of care or have any personal legal liability for that work whether in contract, tort or negligence. In particular, the fact that an individual Principal or member of the LLP staff may sign in his or her own name any letter or other document in the course of carrying out that work does not mean that he or she is assuming any personal liability for that letter or document.

You agree that you will not make any claim against any individual Principal or member of the LLP staff in connection with our services, except for fraud, and that our Principals and members of the LLP staff may rely on this provision as if they were parties to the contract between you and the LLP.

We use the word "Principal" to refer to a member of the LLP or an employee or consultant who is a lawyer with equivalent standing and qualifications and this does not imply the existence of any Partnership under the Partnership Act 1890.

### **2. Termination**

You may terminate your instructions to us in writing at any time but we will be entitled to keep all your papers and documents while there is money owing to us for our charges and expenses.

In some circumstances, we may consider we ought to stop acting for you, for example, if you cannot give clear or proper instructions on how we are to proceed, if it is clear that you have lost confidence in how we are carrying out your work, if you do not pay an interim bill or comply with our request for a payment on account. We may decide to stop acting for you only with good reasons and we will give you reasonable notice where we intend to stop acting for you.

If you or we decide that we will no longer act for you, you will pay our charges on an hourly basis and expenses as set out in the attached Standard Costs Information Leaflet.

### **3. Liability**

We exclude any liability for loss/damage suffered by you as a result of our compliance with any statute, statutory instrument or regulations from time to time in force including, but without prejudice to the generality of the foregoing, the Money Laundering Regulations 2007, the Terrorism Act 2000 and the Proceeds of Crime Act 2002.

We also limit our liability, howsoever arising, to the value of cover provided under our professional indemnity insurance policy from time to time in force. As at the date hereof, the policy is limited to the sum of £6,000,000 per claim.

### **4. Solicitors' Financial Services (Conduct of Business) Rules 2001**

If during the matter you need advice on investments, we may have to refer you to someone who is authorised by the Financial Services Authority, as we are not. However, as we are regulated by the Solicitors Regulation Authority, we may be able to provide certain limited investment services where these are closely linked to the legal work we are doing for you.

Stone Rowe Brewer LLP is not authorised by the Financial Services Authority. However, we are included on the register maintained by the Financial Services Authority so that we can carry on insurance mediation 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 Solicitors Regulation Authority. The register can be accessed via the Financial Services Authority web site at [www.fsa.gov.uk/register](http://www.fsa.gov.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 and complaints handling has been separated from the Law Society's representative functions. The Solicitors Regulation Authority is the independent regulatory body of the Law Society and the Legal Ombudsman is the independent complaints handling body.

### **5. Agreement**

We attach, where applicable, a copy of our leaflets

1. Getting the Best From Us – A Guide for our Clients, and
2. Standard Costs Information Leaflet

These form part of our Terms of Business and include important information that you should please read carefully.

Unless otherwise agreed, these Terms of Business apply to any future instructions you give us. Your continuing instructions in this matter will amount to your acceptance of these Terms of Business. Even so, we ask you to please sign and date the **enclosed** copy of this document and return it to us immediately. We can then be confident that you understand the basis on which we will act for you.

This is an important document; please keep it in a safe place with the attached leaflets for future reference.

Print Name .....Print Name .....

Signed ..... Signed .....

Dated ..... Dated .....

**Stone Rowe Brewer LLP**  
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Stone Rowe Brewer LLP is a limited liability partnership regulated by the Solicitors Regulation Authority. A full list of members is available for inspection at the above registered office. Registered in England with Partnership No: OC 349339

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