

# PROGENY LAW & TAX TERMS OF BUSINESS

MARCH 2025

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## 1. Progeny Law and Tax

- 1.1 Progeny Law and Tax Limited ('the Firm') is constituted as a Limited Company, registered in England and Wales with Company Number: 09558403.
- (a) Registered Office: 1A Tower Square, Leeds, LS1 4DL.
  - (b) Phone Number: +44 344 225 0660;
  - (c) [theprogenygroup.com](http://theprogenygroup.com)
  - (d) Authorised and Regulated by the Solicitors Regulation Authority (SRA) under Identity Number 622288
- 1.2 In these Terms of Business all first person terms such as 'we', 'us' and 'our' refer to the Firm and not to any Director, Consultant or Employee personally or to any combination of Directors, Consultants or Employees collectively. By entering into this Contract, you are entering into a contract with the Firm and not with any Director, Consultant or Employee personally or with any combination of Directors, Consultants or Employees collectively. The fact that an individual Director, Consultant or Employee signs in his or her own name any letter or other document in the course of carrying out his or her work does not mean he or she is assuming any personal legal liability for that letter or

document. No reference to a 'Partner' is to imply that any person is carrying on business with others in partnership for the purposes of the Partnership Act 1890.

- 1.3 We are bound by various professional rules of conduct which can be viewed at [www.sra.org.uk/](http://www.sra.org.uk/) or by writing to 'Solicitors Regulation Authority, The Cube, 199 Wharfside Street, Birmingham, B1 1RN' or calling the Solicitors Regulation Authority's contact centre on 0370 606 2555 (inside the UK), 08:00 to 18:00, Monday, Wednesday, Thursday and Friday or 09:30 to 18:00 on Tuesday.
- 1.4 A list of Directors is available for inspection at our registered office. We may from time-to-time use the word 'Partner' to refer to a Director of the Limited Company.
- 1.5 The SRA Indemnity Insurance Rules, in force from time to time, require us to take out and maintain Professional Indemnity Insurance with participating insurers. Information about the compulsory layer of Professional Indemnity Insurance we carry, including the contact details of our insurers and the territorial coverage of our insurance, are available in hard copy at our registered office.

## 2. Terms of Business

- 2.1 These Terms of Business may not be varied unless agreed in writing and signed by a Director. They should be read in conjunction with our Client Care Letter which sets out the basis on which we act for you and any documents referred to in that letter. Together these form the 'Contract' between us relating to each matter on which we advise you.
- 2.2 These terms, including the limits on our liability in clause 16, shall apply to all work done by us for you (and any work to be done in the future) unless we otherwise notify you in writing.
- 2.3 If any term of this Contract is inconsistent with our legal obligations under the relevant laws, then the relevant laws shall apply instead of those terms.

## 3. Confidentiality

- 3.1 Communication between us is confidential. It is our duty to keep all information confidential and protected. Why we collect data and how we use this is covered fully in the Progeny Privacy Policy, which is available upon request or can be accessed on our website at <https://theprogenygroup.com/privacy-policy/>.
- 3.2 We may, on occasions, subcontract work on your affairs to other professionals. The subcontractors will be bound by our client confidentiality and security terms.
- 3.3 This undertaking will apply during and after this engagement.

## 4. Conflicts of Interest

- 4.1 If there is a conflict of interest in our relationship with you or in our relationship with you and another client that is capable of being addressed successfully by the adoption

of suitable safeguards to protect your interests, then we will adopt those safeguards.

- 4.2 Where conflicts are identified that cannot be managed in a way that protects your interests then we regret that we will be unable to provide further services. If this arises, we will inform you promptly. We reserve the right to act for other clients whose interests are not the same as or are adverse to yours, subject, of course, to the obligations of confidentiality referred to above.

## **5. Excluded Advice**

- 5.1 We do not advise on the laws and regulations of jurisdictions other than England & Wales (which for these purposes includes the law of the European Union as applied in England & Wales).
- 5.2 We do not advise on competition law, nor do we provide financial advice generally, or comment upon the commercial viability of any transactions upon which we advise.

## **6. Your Duty to Retain and Preserve Documents**

If now, or at any time in the future, any matter on which we act for you is the subject of formally 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 (however slight you believe the connection may be), as your position in such proceedings could be seriously compromised if you do so.

## **7. Copyright**

- 7.1 Unless we agree otherwise, all copyright which exists in the documents and other materials that we create whilst carrying out work for you will remain our property. You have the right to use such documents and materials for the purposes for which they are created, but not otherwise.
- 7.2 If you use such documents for any purpose other than that for which they were created we are not responsible to you for any losses that you may suffer as a result.

Unless otherwise required by law or court order, you agree not to make our work, documents or materials available to third parties without our prior written permission. Our work is undertaken for your benefit alone and we are not responsible to third parties for any aspect of our professional services or work that you make available to them.

## **8. Client Satisfaction**

- 8.1 We operate strict client care and quality policies and always aim to provide you with the highest level of legal expertise and to be available, approachable, understandable, prompt and courteous.
- 8.2 We will keep you informed about all important developments in your case and we will respond to your letters, emails and telephone calls promptly and efficiently.

- 8.3 The majority of our clients are very happy with the service we provide them, but in the event that you have any cause for concern, including about a bill, then please be aware that you are entitled to make a complaint, and that you can do so by contacting our designated complaints handler, Martin Hasyn (email: [martin.hasyn@theprogenygroup.com](mailto:martin.hasyn@theprogenygroup.com) telephone: 0113 467 1741). We take all feedback from clients seriously and operate a Complaints Handling Procedure, a copy of which is available in hard copy on request or alternatively on our company website: <https://theprogenygroup.com/wp-content/uploads/2019/04/Complaints-Handling-Procedure-PLT-V4-1.pdf>.

- 8.4 We are usually able to deal with any concerns you have promptly and to your satisfaction, but if this is not the case, you will be able to make a complaint to the Legal Ombudsman provided you do so within six months of the end of our internal complaints procedure if you are still not satisfied with the outcome.

- 8.5 In addition, there are time limits for bringing a complaint to the Legal Ombudsman, linked to the date of the act or omission giving rise to a complaint or the date on which you should reasonably have known there were grounds for a complaint. The relevant time limits are set out in the version of the Legal Ombudsman's Scheme Rules in force from time to time and may only be extended by the Legal Ombudsman in exceptional circumstances. Currently the time limits are that you will normally need to bring a complaint to the Legal Ombudsman within six months of receiving a final written response from us about your complaint or within six years of the act or omission about which you are complaining occurring (or if outside of this period, within three years of when you should reasonably have been aware of it). Generally, the Legal Ombudsman deals with complaints relating to acts or omissions that happened after 5 October 2010. If you wish to bring a complaint to him, you should refer to the version which is in force at the time of your complaint. The Rules can be accessed at: <https://www.legalombudsman.org.uk/who-we-are/corporate-publications/scheme-rules/>.

- 8.6 You should also be aware that, when your complaint relates to a bill, the Legal Ombudsman will not consider your complaint while your bill is being assessed by a court.

- 8.7 A complainant to the Legal Ombudsman must be one of the following:

- (a) An individual;
- (b) A micro-enterprise (European Union definition) (broadly, an enterprise with fewer than 10 staff and a turnover or balance sheet value not exceeding €2 million);
- (c) A charity with an annual income net of tax of less than £1 million;
- (d) A club, association or society with an annual income net of tax of less than £1 million;
- (e) A trustee of a trust with a net asset value less than £1 million; or a personal representative or the

residuary beneficiaries of an estate where a person with a complaint died before referring it to the Legal Ombudsman.

- (f) A personal representative or the residuary beneficiaries of an estate where a person with a complaint died before referring it to the Legal Ombudsman.

8.8 If you are not any of the above, you should be aware that you can only obtain redress by using our Complaints Handling Procedure or by mediation or arbitration, or by taking action through the Courts.

8.9 Legal Ombudsman Contact Details:

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

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

## 9. Fixed Fee Services

Where our Client Care Letter states that we are charging on a fixed fee basis, additional services may be provided on request and (unless otherwise agreed by us in writing) will be charged at our standard hourly rates as set out in our Client Care Letter plus expenses (if any) and VAT.

## 10. Hourly Rate Services

10.1 Where our Client Care Letter states that we are charging on an hourly basis, the hourly rate varies according to the experience and expertise of the person dealing with the matter. The rates which apply to each matter are set out in our Client Care Letter.

10.2 The time spent on your matter for which you will be charged includes meetings with you and other relevant parties, travelling, waiting, researching and considering, writing and receiving correspondence, making and receiving telephone calls, preparing and working on documents, and making file notes.

10.3 The time spent on your matter is recorded in single minute units.

10.4 Once a year, we review our hourly rates. We will notify you in writing of any increase.

10.5 We will add VAT to our fees at the rate that applies when the work is done.

## 11. All Services

11.1 All expenses which we incur in working on your matter will be payable by you in addition to our fees. Examples of these expenses include but are not limited to Land Registry and Companies House fees; search fees; Stamp Duty Land Tax (and similar taxes); fees charged by experts, agents, couriers and barristers; court fees; travel expenses

and subsistence; international telephone calls; use of on-line databases; and telegraphic transfer fees. VAT is payable on certain expenses, which you will need to pay in addition.

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

11.3 If we have provided to you a written estimate of the total charges, it is given only as a guide to assist you in budgeting and should not be regarded as a fixed quotation unless otherwise agreed in writing. We will inform you if any unforeseen - but significant - additional work becomes necessary.

11.4 It is often impossible to tell at the outset what the overall cost of a matter will be. If this is the case we will provide you with as much information as possible at the start and keep you updated as the matter progresses. If a precise figure cannot be given at the outset, we shall explain the reason to you and give you the opportunity to set a ceiling figure beyond which you do not want us to act without your consent or we shall agree a review date with you on which we shall try to give you more information about the likely overall cost.

11.5 We will usually submit bills monthly but may choose to submit bills at other intervals during the course of working on your matter. We may also submit a bill on or at any time after conclusion of the matter or at the end of this Contract. Unless otherwise agreed, our bills are payable within 14 days of the delivery of the bill. All bills, whenever they are submitted, will be for final bills for the period to which they relate but this does not prevent us from invoicing you for expenses for that period on a subsequent bill.

11.6 We will submit invoices by electronic mail unless you request otherwise. Invoices submitted in this matter will not require signing by us to constitute a validly submitted invoice.

11.7 We may also ask you at any time to pay money in advance of any fees and expenses being incurred by us (known as 'payment on account'). If we ask you to make a payment on account, we will not be obliged to undertake any further work on your matter until you have made that payment (and if you do not make the payment we may cease acting for you).

11.8 Where we decide to extend credit to you by carrying out urgent work on your matter after the money you have paid on account has all been used, you agree to remain liable for our fees regardless of whether or not we give you advance notification that we are going to extend credit to you.

11.9 It is your responsibility to tell us when first instructing us if you have any form of insurance cover (such as legal

expenses insurance) that you think will pay our fees. You must also tell us when first instructing us if there is a third party who may pay our fees. If a third party agrees to pay all or part of our bills, you will remain responsible to us for payment until those bills have been paid in full.

11.10 If we are advising more than one person (usually individuals, companies or other entities) we will, unless otherwise agreed by us in writing, act for those persons jointly and severally. If we are asked to deliver bills only to one person, those bills will nevertheless be payable in full by all other persons we act for under this Contract.

11.11 If you are instructing us jointly in relation to any matter it is your responsibility to tell us at the outset of this Contract if you require more than one person to give us instructions in relation to that matter. Otherwise, we will accept instructions from any one person and will not be responsible to any other person for any losses they may suffer as a result.

11.12 If you are a company or other commercial entity it is your responsibility to tell us at the outset of this Contract if you require more than one Director (or equivalent) to give us instructions.

#### 11.13 Late Payment of Bills

(a) Unless otherwise agreed, our bills are payable within 14 days of the delivery of the bill. If we do not receive payment during this time, we reserve the right to charge you interest thereafter as follows:

(i) If you are a private client, we may charge you interest (on a daily basis) on the unpaid element of the bill (at a rate no higher than the rate payable on judgment debts at the date of this Contract);

(ii) If you are a commercial client, we may charge you interest under the Late Payment of Commercial Debts (Interest) Act 1998 plus a fixed sum under the Late Payment of Commercial Debts (Interest) Act 1998 as amended and supplemented by the Late Payment of Commercial Debts Regulations 2002;

(b) We may refuse to undertake any further work for you (whether in respect of the matter to which the bill relates or any other matter on which we are acting for you) until that bill is paid and/or we may stop acting for you; and

(c) We may retain any papers or documents belonging to you, together with our own records.

11.14 Should you make a payment by way of cheque or credit card and that payment subsequently not be honoured then we will inform you in writing and request funds be made available for the payment to be re-presented. The Firm reserves the right to charge you a fee for administration and any charge imposed by the bank for re-presenting your payment. Until such time as the payment is cleared into our accounts the provisions of clause 11.13 may apply.

11.15 If you have any queries in respect of any element of a bill, you should still promptly pay all other elements of the bill.

11.16 Where we hold money for you, whether because you have made a payment on account or we otherwise receive funds on your behalf, we may use this money toward payment of our bills. We will always advise you when this is being done. If we take any security for our fees, whether from you or any third party, this shall not affect any rights we have (or which we may have) to retain your papers.

11.17 If you wish to make a complaint about one of our bills, you may do so by using the Firm's Complaints Procedure (copy available on request). You may also have a right to object to a bill by making a complaint to the Legal Ombudsman and/or applying to the court for an assessment of the bill under part III of the Solicitors Act (1974). The contact details for the Legal Ombudsman can be found at clause 8.9.

## 12. Costs & Funding: Litigation/Contested Matters

The Firm recognises the need for flexibility in funding litigation, particularly where there is a possibility that you will have to contribute to the other side's legal costs and expenses. At the outset we will investigate with you the best way of paying for your legal representation.

## 13. Storage of Documents and Deeds

13.1 We retain all documents relating to your matter (other than any documents which are in your possession or returned to you) for at least six years from the conclusion of our involvement in the matter. You agree that we may destroy them after that time. We will not destroy documents you ask us to deposit in our deeds store.

13.2 If you ask us to retrieve documents from storage there is a charge, which is normally a minimum of £25 plus VAT for each matter although this charge may be significantly higher if we are asked to copy and send documentation to you. We will not normally charge that fee if we retrieve documents to enable us to carry our further work for you. We will charge, however, for any work necessary to comply with instructions given by you in connection with retrieved documents. Unless otherwise agreed with you in writing, those charges will be at our hourly rates applicable at the relevant time and those charges will be applied on the same basis as set out in clause 10.

## 14. Internal Disputes Within a Client

14.1 If we become aware of a dispute between the parties who own or are in some way involved in the ownership and management of a business client, it should be noted that where our client is the business, we would not provide information or services to one party without the express knowledge and permission of all parties. Unless otherwise agreed by all parties we will continue to supply information to the normal place of business for the attention of the directors/proprietors. If conflicting advice, information or instructions are received from different directors/principals in the business, we will refer the matter back to the board of directors/the partnership/the LLP and take no further action until the board/partnership/LLP has agreed the action to be taken.



## 15. Financial Services

- 15.1 The Law Society of England and Wales is a designated professional body under Part IV of the Financial Services and Markets Act 2000 (as amended) which means that we may carry on certain regulated activities without being regulated by the Financial Conduct Authority. This means that we may be able to provide limited financial services to you where such services arise out of, or are complementary to, the provision of legal services.
- 15.2 The Law Society is the designated professional body for the purposes of the Financial Services and Markets Act 2000, but responsibility for regulation has been delegated to the Solicitors Regulation Authority (the independent regulatory body of the Law Society), and responsibility for handling complaints has been delegated to the Legal Ombudsman. The contact details for the Solicitors Regulation Authority can be found at clause 1.3 and the contact details for the Legal Ombudsman can be found at clause 8.9.
- 15.3 The limited regulated activities that we carry out are issuing certain insurance policies, such as after the event legal expenses insurance, defective title insurance and other property indemnity insurance (such as breach of covenant, absence of easement, lack of planning permission, unknown rights and covenants policies).
- 15.4 We are not authorised by the Financial Conduct Authority. However, we are included on the register maintained by the Financial Conduct Authority so that we can carry on insurance distribution activity, which is broadly the advising on, selling and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the Solicitors Regulation Authority. The register can be accessed via the Financial Conduct Authority website at <https://register.fca.org.uk/s/>
- 15.5 Any insurance policy arranged by us on your behalf, shall, in our opinion, be adequate to meet your needs, but you are hereby informed that we do not recommend any policy over and above any other and that it is your responsibility to check that you are satisfied with the excess levels, exclusions, limitations and other policy terms. We do not conduct a fair analysis of the insurance market prior to arranging insurance policies. You can request details of the insurance undertakings with which we conduct business at any time.
- 15.6 You hereby agree to provide us with details of any relevant existing insurance policies you may have and you agree that we shall not be liable to you for any losses you sustain as a result of your failure to provide us with such details.

## 16. Limitation of Liability

- 16.1 You agree that the limitations on our liability as set out in this Contract are reasonable having regard to the nature of your instructions and the work involved and the availability and cost of professional indemnity insurance. We are, however, happy to consider options to increase these limitations, should you so require (which may result in an increase to our fees).

16.2 We will undertake the work relating to your matter with reasonable skill and care.

16.3 We accept liability without limit for the consequences of fraud by us or any of our Directors, Consultants or Employees which is affected in their capacity as Directors, Consultants or Employees and for any other liability which we are not permitted by law or rules of professional conduct to limit or exclude. If any part of this Contract which seeks to exclude, limit or restrict liability (including provisions limiting the amount we will be required to pay or limiting the time you have to bring a claim) is found by a court to be void or ineffective for any reason, the remaining provisions shall continue to be effective.

16.4 We will not be liable under this Contract or laws of negligence for any deficiencies in the work we have undertaken if and to the extent that deficiencies are due to any false, misleading or incomplete information or documentation which has been provided to us (whether by you or any third party) or due to the acts or omissions of you or any third party. However, where any failure by us to identify any such false, misleading or incomplete information (or any failure by us to inform you that we have identified such information or any failure to act on your resulting instructions) constitutes negligence then we shall, subject to the other provisions of this Contract, remain liable for such failure.

16.5 Despite anything else contained in this Contract, we are not under any obligation to act for you (or to continue to act for you) if to do so would breach any laws or professional rules. Therefore, we will not be responsible or liable to you for any loss which you or any other party may suffer as a result of our refusal to proceed with your matter where we would be in breach (or we reasonably believe that we would breach) of our legal obligations or our professional rules.

16.6 We will not be liable to you for any delay or failure to perform our obligations under this contract if the delay or failure is caused by circumstances outside our reasonable control.

16.7 Except as stated in clauses 16.3 and 16.14, the total aggregate liability of the Firm to you under or in connection with this Contract (including any addition or variation to it), whether for breach of contract, negligence, breach of statutory duty, or otherwise, shall not exceed:

the greater of 10 times the fees we receive on the relevant matter and £3,000,000.00 (three million pounds) for legal work; or

the greater of 50 times the fees we receive on the relevant matter and £500,000 (five hundred thousand pounds), subject to an overriding cap of £2,000,000.00 (two million pounds) for tax compliance and tax advisory work.

16.8 Where we are instructed jointly by more than one party, the limit on our liability applies, in total, to all of you collectively (including anyone claiming through you or on your behalf).

16.9 You agree that you will not bring any claims or proceedings in connection with this Contract against our Directors,

Consultants or Employees personally, unless (and to the extent that) you are otherwise permitted to do so by law or our professional rules. Our Employees may enforce this clause even though they are not parties to this Contract (but despite having such rights, this Contract may be varied or ended without their consent).

16.10 Proceedings in respect of any claim against us must be commenced within six years after you first had (or ought reasonably to have had) both the knowledge for bringing an action for damages and the knowledge that you had the right to bring such an action and in any event no later than six years after any alleged breach of contract, negligence or other cause of action. This provision expressly overrides any statutory provision which would otherwise apply; it will not increase the time within which proceedings may be commenced and may reduce it.

16.11 If we and any other party or parties are liable to you together in respect of the same claim, then we shall only be liable to pay you the portion which is found to be fair and reasonable having regard to the level of our default. Therefore, we shall not be liable to pay you the portion which is due to the fault of such party, even if you do not recover all or any money from such other party for any reason.

16.12 If we are liable to you and any other party or parties would have been found liable to you together with us in respect of the same claim if either:

- (a) You had also brought proceedings or made a claim against them; or

We had brought proceedings or made a claim against them for a contribution towards our liability, then any sum due from us to you shall be reduced by the proportion for which such other party or parties would have been found liable had those proceedings been brought or those claims been made.

16.13 You agree to indemnify us and our agents in respect of any claim (including any claim for negligence) arising out of any unauthorised disclosure by you or by any person for whom you are responsible of our advice and opinions, whether in writing or otherwise. This indemnity will extend to the cost of defending any such claim, including payment at our usual rates for the time that we spend in defending it.

16.14 Nothing in this Contract excludes or limits the liability of the Firm for:

- (a) Death or personal injury caused by negligence;
- (b) Fraud or fraudulent misrepresentation; or
- (c) Any liability if and to the extent that it is not permissible in law for such liability to be limited or excluded.

## **17. Professional Body Rules for tax work**

17.1 We will observe and act in accordance with the bye-laws, regulations and ethical guidelines of The Chartered

Institute of Tax and will accept instructions to act for you on this basis.

17.2 You are responsible for bringing to our attention any errors, omissions and inaccuracies in your returns that you become aware of after the returns have been submitted in order that we may assist you to make a voluntary disclosure.

17.3 In particular, you give us the authority to correct errors made by HMRC where we become aware of them. In addition, we will not undertake tax planning which breaches Professional Conduct in Relation to Taxation. We will therefore comply with the general anti-abuse rule and the targeted anti-avoidance rule. We will not be liable for any loss, damage or cost arising from our compliance with statutory or regulatory obligations. You can see copies of these requirements at our offices. The requirements are also available online at [www.tax.org.uk](http://www.tax.org.uk).

17.4 The implications of professional body membership as it relates to GDPR are set out in the Privacy Policy, which should be read alongside these standard terms and conditions of business.

## **18. Reliance on Advice**

18.1 We will endeavour to record all advice on important matters in writing. Advice given orally is not intended to be relied upon unless confirmed in writing. Therefore, if we provide oral advice (for example, during the course of a meeting or a telephone conversation) and you wish to be able to rely on that advice, you must ask for the advice to be confirmed by us in writing. However, bear in mind that advice is only valid at the date it is given.

## **19. Client Money**

19.1 Subject to certain conditions set out in the SRA Accounts Rules and our interest payment policy, a fair sum of interest will be accounted to you on client money held on your behalf.

19.2 Our interest payment policy seeks to provide for a fair outcome for both our clients and this practice.

19.3 For cleared funds paid into general client accounts, the practice shall account for interest unless one of the following circumstances applies:

- (a) The amount of interest calculated on the balance held is £20.00 or less; or
- (b) The client money was held in cleared funds in client account for a period of five working days or less.

19.4 All other clients shall be paid a fair sum of interest unless there are specific circumstances which lead the client to contract out of the right to receive interest payments. The rate of interest will vary from time to time. Should you wish to know the interest payable at any point or wish to contract out of receiving interest please contact the fee earner responsible to you.

19.5 Where sums of money are held in relation to separate matters for the same client, the money relating to the different matters shall be treated separately unless it is fair

and reasonable in the circumstances to consider the sums together.

19.6 Where a client fails to present a cheque to his or her bank for payment we will not recalculate any amount due to the client unless it is fair and reasonable to do so, for example if the cheque has been sent to an incorrect address.

19.7 We will usually account to you for interest arising under our policy at the conclusion of your matter, but might, in some cases, consider it appropriate to account to you at intervals throughout.

19.8 Unless otherwise agreed by us in writing, if we receive any sums to hold on your behalf (whether received directly from you or from a third party) then we may deposit such money into an account or accounts with any bank or financial institution (a “deposit provider” which expression shall include bank, financial institution or clearing house through which transfers are made) of our choosing. We confirm that we comply with any applicable laws and any applicable rules of a regulatory authority in respect of the making of any such deposits.

19.9 We shall not be liable for any loss which you or any third party may suffer in connection with an Insolvency Event occurring in relation to any deposit provider with whom we have deposited funds or through whom transfers are made, save if and to the extent that any such loss was caused by or contributed to by any breach by us of clause 19.8.

19.10 In clause 19.9 an “Insolvency Event” means:

- (a) Any deposit provider is unable or admits inability to pay its debts as they fall due (or is deemed to be or declared to be unable to pay its debts under applicable law), suspends or threatens to suspend making payments on any of its debts or, by reason of actual or anticipated financial difficulties or commences negotiations with one or more of its creditors with a view to rescheduling any of its indebtedness;
- (b) The value of the assets of any deposit provider is less than its liabilities (taking into account contingent or prospective liabilities);
- (c) A moratorium is declared in respect of any indebtedness of any deposit provider;
- (d) Any corporate or government action, legal proceedings or other procedure or steps taken in relation to:
  - (i) The suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of any deposit provider;
  - (ii) A composition, compromise, assignment or arrangement with any creditor of any deposit provider;
  - (iii) The appointment of a liquidator, receiver, administrator, administrative receiver, compulsory

manager or other similar officer in respect of any deposit provider or any of its assets;

(iv) Enforcement of any security interest (however so described) over any assets of any deposit provider; or

(v) The prevention or restriction (whether by way of freezing order or otherwise) of a deposit provider’s ability to dispose of, deal with or diminish the value of its assets or any of them.

(e) Any event analogous to those set out in clause 19.10(d) occurs in any jurisdiction in respect of any deposit provider.

19.11 If an Insolvency Event occurs in relation to any deposit provider which holds money that we have deposited on your behalf, you agree that we may, where applicable, disclose to the Financial Services Compensation Scheme (“FSCS”) all relevant details in our possession about you and the money that we hold on your behalf with such a deposit provider. However, if you do not wish us to make any such disclosure, please notify us by writing to our Data Protection Compliance Officer at our registered office. Please note that by withholding consent to our disclosure of your details to the FSCS in such circumstances, you may forfeit any right you may have to receive compensation from the FSCS where an Insolvency Event occurs in relation to a deposit provider holding money which we have deposited on your behalf. Compensation for deposits is limited to £85,000 for any individual’s total deposit with that service provider, including any personal finances. Further information regarding the FSCS can be found at [www.fscs.org.uk](http://www.fscs.org.uk), telephone number 0800 678 1100 or from abroad +44 207 741 4100.

## 20. Data Security and Privacy

20.1 To provide our services we will need to collect information about your personal and financial circumstances. We take your privacy seriously and will only use your personal information to deliver our services as set out in our Privacy Policy.

20.2 Processing of your personal data is necessary for the performance of our contract for services with you and in meeting our obligations to prevent money laundering or terrorist financing. We may process your personal data for more than one lawful ground depending on the specific purpose for which we are using your data. The lawful basis upon which we rely is detailed in our Privacy Policy. Please see the reference to special categories of personal data under section 20.8. Our policy is to gather and process only that personal data which is necessary for us to conduct our services appropriately with you and to prevent money laundering or terrorist financing.

20.3 We adopt a transparent approach to the processing of your personal data. If we recommend that you engage the services of other firms within the Progeny Group, we will need to share your information to enable these services to be delivered. The sharing of information will be limited to that which is necessary to deliver the recommended



service, as per our Privacy Policy. We will never share privileged information unless it is legal to do so.

20.4 We may engage the services of third-party providers of professional services in order to enhance the service we provide to you or to meet our regulatory obligations. These parties may also need to process your personal data in the performance of their contract with us. Your personal information may be transferred electronically (e.g. by email or over the internet) and we, or any relevant third party, may contact you in future by what we believe to be the most appropriate means of communication at the time (e.g. telephone/ email /letter etc.).

20.5 The organisations to whom we may pass your details also have their own obligations to deal with your personal information appropriately. Sometimes a product or service may be administered from a country outside Europe. If this is the case, the firm must put a contract in place to ensure that your information is adequately protected.

20.6 Our client portal, MoneyInfo, is held on servers within the UK and documents are stored in the EU. Additional optional services are available through MoneyInfo's relationship with Yodlee, a US based company that is able to provide the facility to upload external accounts such as your bank account or credit card information, so that you can see all of your finances in one place. This service is optional and outside of our proposition. If you avail yourself of these additional facilities, you will be deemed the controller of this data and Progeny Law and Tax Limited will simply be the data processor.

20.7 Our client portal Peppermint is powered by Peppermint Technology, whose cloud servers are hosted by Pulsant at a data centre in Milton Keynes. The data is also replicated at Peppermint Technology's disaster recovery site in Reading. Any intent by Peppermint Technology to store information outside of the UK/EEA will require Firm notification

20.8 **Special categories of personal data:** there are certain categories of personal data that are sensitive by nature. The categories include data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership and data concerning health. Depending on the nature of the products and services that you engage us for we may need to obtain your sensitive personal data particularly in relation to health. Our policy is that should we require any special category of personal data we will only gather this with your explicit consent.

## 21. Communicating with you

21.1 Where possible, all confidential documents will be uploaded to our client portals, however where you provide us with fax or computer network addresses for sending

material to, we will assume, unless you tell us otherwise, that your arrangements are sufficiently secure and confidential to protect your interests.

21.2 The Internet is not secure and there are risks if you send sensitive information in this manner or you ask us to do so. Data we send by email is not routinely encrypted, so please tell us if you do not want us to use email as a form of communication with you or if you require data to be encrypted.

21.3 We will take reasonable steps to protect the integrity of our computer systems by screening for viruses on email sent or received. We expect you to do the same for your computer systems.

21.4 We may correspond with you by email unless you advise us in writing that you do not wish us to do so. You acknowledge that email may not be secure. Email will be treated as written correspondence and we are entitled to assume that the purported sender of the email is the actual sender and that any express or implied approval of authority referred to in an email has been validly given. You consent to us monitoring and reading any email correspondence travelling between you and any mail recipient at the Firm.

21.5 We will aim to communicate with you by such method as you request. More often than not this will be in writing, but may be by telephone if it is appropriate.

21.6 We may need to virus check disks or e-mails, but unless you withdraw consent we may communicate with others when appropriate by e-mail or fax but we cannot be responsible for the security of correspondence and documents sent by e-mail or fax.

21.7 We will only use your personal data as set out in our Privacy Policy which can be found on our company website at: <https://theprogenygroup.com/privacy-policy/>

This is a separate policy which provides more information about the nature of our personal data processing activities and includes details of our retention and deletion policies as well as your rights of access to the personal information that we hold on you.

We keep our privacy policy under regular review and we'll place any updates we make onto this web page.

21.8 The sharing of information through the client portal will be limited to your dedicated service teams from each Progeny business. This means that each Progeny team will have access to your account and all documents contained therein.

21.9 When accessing information held electronically by HMRC, we may have access to more information than we need and will only access records reasonably required to carry out the contract.

## 22. Referrals to Third Parties

22.1 If we recommend that you use a particular firm, agency or business, we shall do so in good faith and because we

believe it to be in your best interests. If we recommend that you use a particular firm, agency or business that can only offer products from one source, we shall notify you in writing of this limitation. We will pay to you any commission that we receive from any particular firm, agency or business that we recommend you use.

22.2 If we recommend that you use a particular firm, agency or business, including any other entity within the Progeny group of companies, we shall not be liable to you for any advice you may be given by that firm, entity, agency or business and you are advised that if that firm, agency or business is not another firm of solicitors you will not be afforded the regulatory protection of the Solicitors Regulation Authority (SRA) or of the SRA's Codes of Conduct and SRA Indemnity Insurance Rules, nor shall you be entitled to the benefit of the SRA Compensation Fund.

### 23. Hours of Business

Our offices are open between 9.00am and 5.30pm, Monday to Friday, excepting bank holidays. We do not provide an out of office or emergency service to clients. The person responsible for your matter may, at his or her absolute discretion, provide you with a mobile telephone number, and may endeavour to take your telephone calls outside of office hours, but nothing he or she says should be interpreted as an agreement to routinely deal with your matter or to take your telephone calls outside of office hours.

### 24. Anti- Money Laundering

#### 24.1 Identity Checks

- (a) We shall inform you in our Client Care Letter whether the Anti-Money Laundering Legislation applies to you.
- (b) All solicitors are obliged to carry out customer due diligence ("CDD") in accordance with the UK anti-money laundering and counter-terrorist financing regime. This includes us obtaining and keeping documentary evidence of the identity of clients and gaining an understanding of their financial status and normal business affairs.
- (c) In the case of individuals (including Directors, Secretaries and Share Holders of a Company or Members of a Limited Liability Partnership), we require to see and keep a photocopy of a Passport, Photo Driving Licence, or National Identity Card (or similar document) as evidence of your identity and a recent utility or council tax bill (or similar type of document) as additional evidence of your address. Any personal data received from you will be processed only for the purposes of preventing money laundering or terrorist financing, or as permitted under the Data Protection Act.
- (d) We need to see original documents and will discuss with you acceptable documents and methods of certification if the original is not available.

- (e) For all companies we will carry out a search of Companies House (or similar registry in foreign jurisdictions) and may ask for further information.
- (f) For non-listed companies and other organisations, we will also require the evidence for individuals for one or more Directors, Company Secretaries, Shareholders, Partners or other persons authorised to represent the organisation.
- (g) For other legal entities we will inform you of the evidence required to confirm identity.
- (h) We will be entitled to recover from you fees for any time spent and charges incurred in complying with our obligations to verify your identity and monitor the services we provide to you under the anti-money laundering regime to which we are subject from time to time.

#### 24.2 Disclosure to the Authorities etc.

- (a) We are in certain circumstance obliged under the Money Laundering Regulations 2017, Proceeds of Crime Act 2002 ('POCA') as amended by the Serious Organised Crime and Police Act 2005 ('SOCPA') to make a report to the National Crime Agency ('NCA') where we are suspicious that any matter or transaction in which we are instructed involves the proceeds of criminal conduct. We may be prohibited by law from informing you or anyone else when such a report has been made, and it is possible that we may not be allowed to proceed with the transaction or matter concerned until NCA gives us permission to do so. We may not be permitted to tell you anything about any of these circumstances should they occur.
- (b) If any term or provision of these terms of business or our Client Care Letter is inconsistent with complying with our legal obligations under Anti-Money Laundering Legislation, our legal obligations will override the inconsistent term which shall be deemed modified accordingly.
- (c) We will not accept any liability for any loss caused to you or any other party as a result of our refusal to proceed with a matter or transaction or otherwise complying with our legal obligations.

#### 24.3 Cash Payments

- (a) We will not accept payments from you in cash of over £500.00 regardless of whether the payment is to settle our bill, to pay money on account, or in respect of transactions we may be acting upon (such as sales and purchases of businesses or property).
- (b) For the avoidance of doubt the £500.00 cash limit applies to each matter in which we are acting for you and not just to each transaction relating to that matter.
- (c) We shall not be liable to you for any losses you may suffer as a result of any refusal by us to accept cash payments of over £500.00.

## 25. Equality & Diversity

25.1 We are committed to promoting equality and diversity in all of our dealings with clients, third parties and employees. Please contact us if you would like a copy of our Equality and Diversity Policy.

25.2 If you have any special requirements in relation to the way in which you would like us to handle your work, (for example, if you consider yourself to have a disability) please let us know.

## 26. Rights of Third Parties

Except as stated otherwise in clause 16.9, a person who is not a party to this Contract shall not be entitled to enforce any of its terms.

## 27. Applicable Law, etc.

27.1 These terms and our Client Care Letter shall be governed by, and interpreted in accordance with English law. Any disputes or claims concerning this Contract and any matters arising from it shall be dealt with only by the courts of England and Wales.

27.2 If we or you do not enforce our respective rights under this Contract at any time it will not prevent either us or you from doing so later.

27.3 If any provision of this Contract is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Contract which shall remain in full force and effect.

## 28. Period of Engagement and Termination

28.1 Unless otherwise agreed in the Client Care Letter our work will begin when we receive your implicit or explicit acceptance of that letter. Except as stated in that letter we will not be responsible for periods before that date.

28.2 Each of us may terminate this agreement by giving not less than 21 days' notice in writing to the other party, except where you fail to cooperate with us or we have reason to believe that you have provided us or HMRC with misleading information, in which case we may terminate this agreement immediately. Termination will be without prejudice to any rights that may have accrued to either of us prior to termination.

28.3 If you engage us for a one-off piece of work (for example advice on a one-off transaction or preparation of a tax return for one year only) the engagement ceases as soon as that work is completed. The date of completion of the work is taken to be the termination date and we owe you no duties and we will not undertake further work beyond that date.

28.4 You may end this Contract (and therefore, your instructions to us) at any time by writing to us by post, fax or email (see clause 1.1 of these terms for details). However, we may be entitled to keep all of your documents and deeds while there is money owing to us (including fees and expenses which have not yet been billed).

28.5 We may end this Contract (and, therefore, cease acting for you) in relation to any matter or all matters of yours but only on reasonable written notice and for good reason. Examples of a good reason include where you have not given us sufficient instructions, where you have not provided appropriate evidence of identification or we reasonably believe that the relationship between you and us has broken down.

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

28.7 If we cease acting for you, we shall (where relevant) inform the court or tribunal that we no longer act for you and shall apply to be removed from their records. We may charge you for doing so at our hourly rates applicable at the relevant time and those charges will be applied on the same basis set out in clause 10 and for any expenses which we incur on the same basis – also set out in clause 10.

## 29. Disengagement – tax compliance

29.1 Should we resign or be requested to resign we will normally issue a disengagement letter to ensure that our respective responsibilities are clear.

29.2 Should we have no contact with you for a period of one year or more, we may issue to your last known address a disengagement letter and thereafter cease to act.

29.3 We reserve the right following termination for any reason to destroy any of your documents that we have not been able to return to you after a period of six months unless other laws or regulations require otherwise.

## 30. Cancellation Rights

30.1 If you are an **individual consumer** (and not a business entity) and if our contract with you is a '**distance contract**' or an '**off premises contract**', you have the right to cancel this Contract within 14 days of conclusion of this Contract (the 'cancellation period'). 'Conclusion of this contract' means 14 days from the 'Contract Date'. 'Contract Date' means the date upon which you sign our letter of engagement or accept the terms our letter of engagement by providing or continuing to provide instructions to us after receipt of our letter of engagement. This right exists in accordance with The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. Please refer to the 'Cancellation Notice' at clause 30 below for further information about your right to cancel and the conditions attached to the same.

**30.2 Where clauses 30.1 and 30 apply, we will not start work on your file for 14 days from the Contract Date. If you would like our service to start within 14 days of the Contract Date, please sign the enclosed Client Declaration, mark the relevant box stating your wishes and return a copy to us.**

30.3 Where clauses 30.1, 30.2 and 30 apply, then once we have started work on your file within the cancellation period, on your instruction, you will be charged for any work done if you then cancel your instructions. You will have to pay us an amount which is proportionate to the work completed until we receive notice of cancellation from you, in comparison with the full coverage of this Contract. These charges will be applied on the same basis as set out in clause 10 of this Contract and where a fixed fee has been agreed, the charges will not exceed that fixed fee.

### 31. Cancellation Notice

31.1 This Notice is applicable to you if you are an **individual acting for purposes wholly or mainly outside your trade, business, craft or profession** and this Contract between the Firm (as the trader) and you (as the consumer) is a **'distance contract' or an 'off-premises' contract**.

31.2 A 'distance contract' means a contract concluded between a trader and a consumer under an organised distance sales or service-provision scheme without the simultaneous physical presence of the trader and the consumer, with the exclusive use of one or more means of distance communication up to and including the time at which the contract is concluded.

31.3 An 'off premises contract' means a contract between a trader and a consumer which is any of these:

- (a) A contract concluded in the simultaneous physical presence of the trader and the consumer, in a place which is not the business premises of the trader;
- (b) A contract for which an offer was made by the consumer in the simultaneous physical presence of the trader and the consumer, in a place which is not the business premises of the trader;
- (c) A contract concluded on the business premises of the trader or through any means of distance communication immediately after the consumer was personally and individually addressed in a place which is not the business premises of the trader in the simultaneous physical presence of the trader and the consumer; or
- (d) A contract concluded during an excursion organised by the trader with the aim or effect of promoting or selling goods or services to the consumer.

31.4 If you are unsure whether cancellation rights apply to you, please contact us immediately upon receipt of these Terms of Business.

## **32. Declaration, consent and authority to proceed**

- I/We acknowledge that this Terms of Business
- Agreement will come into effect once it has been signed by me/us and will remain in force until terminated.
- I/We authorise the transfer of personal information, on a confidential basis and in accordance with the Data Protection Act 2018 and the General Data Protection Regulations (GDPR), between Progeny Wealth Limited and any relevant third parties.
- I/We agree that Progeny Wealth Limited, or any such third party may contact me in the future by any means of communication (including by electronic communication e.g. email) considered appropriate at the time.
- This Agreement is governed, and shall be constructed to be, in accordance with English law and both parties shall submit to the exclusive jurisdiction of the English Courts.

### **32.1. Sensitive personal data**

The primary basis on which we intend to process your personal data is for the performance of our contract with you. In the case where we need to process special category (sensitive) data as described above in Section 20.8, we require your consent by indicating your agreement to the statement in the table below:

### **32.2. Internal Data Sharing**

Due to FCA and SRA regulation, Progeny is structured as a group of limited companies which work closely together to provide financial and legal services. Because of our unique structure, under data protection regulation, we require your consent to enable us to share your data internally, so that each part of Progeny can work together to serve you.

### **32.3 Communication**

From time to time, we may wish to contact you about offers or services which may be of interest to you. In order to do this, we require your consent by agreeing to one or all of the options, unless your consent has already been recorded by another Progeny entity



32.4 <b>Consents:</b>	<b>NAME OF CLIENT 1</b>		<b>NAME OF CLIENT 2</b>		<b>NAME OF CLIENT 3</b>	
	YES	NO	YES	NO	YES	NO
<b>Sensitive Personal Data (See 32.1)</b>  I / We consent to the processing of special category (sensitive) personal data as far as it is necessary for the services required from Progeny Law and Tax Ltd						
<b>Internal Data Sharing (See 32.2)</b>  I / We consent to sharing my /our data internally  We require your consent to enable us to share your data internally, so that each part of Progeny can work together to serve you. Without your consent, we are not able to provide you with the additional services which are a core benefit of the Progeny proposition.						
<b>Communication (See 32.3)</b>  I / We consent to receiving communications by email from Progeny about offers or services that may be of interest:						
You may withdraw your consent to one or all of these preferences at any time by notifying <a href="mailto:compliance@theprogenygroup.com">compliance@theprogenygroup.com</a>  We will not communicate with you for marketing purposes by telephone or post.						

	NAME OF CLIENT 1	NAME OF CLIENT 2	NAME OF CLIENT 3
Client name(s):			
Client signature(s):			
Date:			

**A copy of these Terms of Business is available in larger print. Please contact us if you require a copy.**

***Right to cancel***

You have the right to cancel this contract within 14 days without giving any reason.

The cancellation period will expire after 14 days from the day of the conclusion of the contract (the 'Contract Date' at the beginning of this Contract).

To exercise the right to cancel, you must inform us, **Progeny Law and Tax Limited at 1A Tower Square, Leeds LS1 4DL**, or **by email at [enquiries@theprogenygroup.com](mailto:enquiries@theprogenygroup.com)**, of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or e-mail). You may use the attached 'Cancellation Form', but it is not obligatory.

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

***Effects of cancellation***

If you cancel this contract, we will reimburse to you all payments received from you, including the costs of delivery (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us).

We will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this Contract.

We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

If you requested to begin the performance of services during the cancellation period, you shall pay us an amount which is in proportion to what has been performed until you have communicated us your cancellation from this Contract, in comparison with the full coverage of the contract.

## CANCELLATION FORM

**COMPLETE, DETACH AND RETURN THIS FORM**

**ONLY IF YOU WISH TO CANCEL THIS CONTRACT**

To Progeny Law and Tax Limited, Progeny House, 1a Tower Square, Leeds, LS1 4DL or by email at [enquiries@theprogenygroup.com](mailto:enquiries@theprogenygroup.com):

I/We [\*] hereby give notice that I/We [\*] cancel my/our [\*] contract for the supply of the following service [\*]: Matter Number (located at the top of the Client Care Letter): .....

Ordered on [\*/ received on [\*]: .....

Name of consumer(s): .....