



Russell and Co Solicitors – Terms and Conditions of Business

January 2024

1. Introduction

This document sets out the terms upon which we carry out legal work for our clients. It must be read together with any client care or engagement letter (referred to hereafter as the "engagement letter") which we write to you, either in relation to a specific matter or generally. If there is any conflict between these terms and the engagement letter, then the latter will take precedent. This is an important document. Please keep it in a safe place for future reference.

Russell and Co is a trading name of Russell Malvern Limited (a limited company registered in England and Wales with number 06722941). Russell Malvern Limited is authorised and regulated by the Solicitors Regulation Authority. We are subject to the Solicitors Regulations Authority Code of Conduct.

In this document "we" and "our" mean Russell Malvern Limited and "you" means the person who is our client or, if more than one person, those persons who, together, are our client. Our client will be identified in the engagement letter. Where we act for two or more clients jointly, it is on the understanding that we are authorised to act on instructions from any one of them.

These terms are subject to change from time to time and are updated on our website at www.russellandcosolicitors.co.uk and are correct at the time of issue being January 2024.

2. Our Aim

We aim to offer our clients quality legal advice with a personal service at a fair cost.

Our Hours of Business

The normal hours of opening at our offices are between 9.00am and 1.00pm and between 2.00pm and 5.00pm on weekdays. Messages can be left outside those hours and appointments can be arranged at other times when this is essential

3. Equality and Diversity

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

4. Our Relationship with You

You are responsible for providing us all instructions, information and documents that we require to advise you on your matter and to ensure the information is true and accurate. Should new information become available to you, it is your responsibility to draw this to our attention as soon as possible. It is your responsibility to clearly relay what you wish to achieve and whether at any point your objectives or circumstances change.

Our advice on any matter is confidential and is provided for your benefit alone solely for the purpose of the matter set out by us in the engagement letter. Save with our prior written consent it may not be relied upon for any other purpose or by any other person(s). Our duty is to you as our client and does not extend to any third party.

5. Communication Between You and Us

We will communicate with you and third parties by post, fax, telephone and email unless you advise us that any of these methods are insecure or inappropriate. We may need to virus check USB devices or emails. Communication by email carries particular risks including non-delivery and security; we will take reasonable steps to minimise the risk and we expect you to do the same. We cannot be responsible for the security of correspondence and documents sent by email or fax.

So that we can effectively communicate with you, you are obliged to inform us, within 14 days, of any changes to your name, address, email address or telephone number.

The Data Protection Act requires us to advise you that your particulars are held on our database. We may, from time to time, use these details to send you information which we think might be of interest to you.

6. Complaints

Everyone at Russell & Co is committed to high quality legal advice and client care and believe you will be satisfied with the service you receive. However, if you are unhappy about any aspect of the service you have received or about any bill we issue to you, then please contact the fee earner handling your matter in the first instance. They will look to resolve your concerns. If you remain dissatisfied, you can formalise your complaint or speak with someone other than the relevant fee earner. Our Complaints Director Bally Sandhu, who can record everything you are unhappy with and aim to resolve your complaint. She can be contacted on telephone number 01684 892000, email bally@russelllaw.co.uk or alternatively by writing a letter addressed to Ms Sandhu at the firm's address.

Once you have formalised your complaint to our Complaints Director, we will acknowledge receipt of your complaint within *3 working days* and set a timeline for responding to the complaint.

The Legal Ombudsman Guidelines allow us eight weeks to resolve your complaint.

If you are not satisfied with our response, you may ask us to review our decision. Any request for review must be made within 30 days of the date of the decision. You will receive an acknowledgement within 10 working days advising that a review will be carried out.

If your complaint is not resolved to your satisfaction, you are entitled to contact the Legal Ombudsman.

From 1 April 2023, if you are eligible to make a complaint, then the Legal Ombudsman expects complaints to be made to them within one year of the date of the act or omission about which you are concerned or within one year of you realising there was a concern. You must also refer your concerns to the Legal Ombudsman within six months of our final response to you.

The Legal Ombudsman can be contacted at Legal Ombudsman, PO Box 6806, Wolverhampton, WV1 9WJ, telephone number 0300 555 0333, or by email to enquiries@legalombudsman.org.uk, further details are available on its website at www.legalombudsman.org.uk.

7. Confidentiality

Solicitors are under a professional and legal obligation to keep the affairs of the client confidential. We will not disclose information to third parties unless you authorise us to do so, or we are required to do so by law, or such information is already in the public domain.

We are entitled to disclose privileged and/or confidential information:

- To our advisors, external assessors, or other advisors or for the purposes of our Professional Indemnity Insurance; or
- By law or other regulatory authority to which we are subject;
- To any third party under the terms of an arrangement, authorised by you, regarding the funding of our charges and disbursements;
- To any third party to assist in the recovery of costs from your opponent.

Our duty of confidentiality is subject to a statutory exception: legislation on money laundering and terrorist financing has placed solicitors under a legal duty in certain circumstances to disclose information to the Serious and Organised Crime Agency. Where a solicitor knows or suspects that a transaction on behalf of a client involves money laundering, the solicitor may be required to make a disclosure. If it becomes necessary to make such a disclosure, we may not be able to inform you that it has been made, or of the reasons for it because the law prohibits 'tipping-off'. Where the law permits us, we will tell you about any potential money laundering problem and explain what action we may need to take.

Our firm may be subject to audit or quality checks by external firms or organisations. This could mean that your file is selected for checking. All inspections are, of course, conducted in confidence. We will assume, unless you indicate otherwise, that we have your consent to your file being checked in this way.

We may also outsource work. This might be, for example, typing or photocopying or costings, or research and preparation to assist with your matter. Information from your file may therefore be made available in such circumstances. We will always aim to obtain a confidentiality agreement with the third party.

Under the principle of legal professional privilege, solicitor/client communications may enjoy special protection from later disclosure in litigation or in other circumstances. Legal professional privilege can be lost, and our advice is that you, and anyone else involved in matters with us or where you may need our advice, should treat all information and communications relating to those matters as confidential and avoid circulating those communications more widely than is necessary. If you are in doubt about this please ask us for advice.

8. Conflict of Interest

We take conflict issues seriously. Our conflict procedures help us fulfil our professional obligation not to act for one client in a manner where there is an actual (a significant risk of a) conflict with the interest of another client for whom we are already acting. We have procedures in place to ensure that conflict checks are carried out on every matter as soon as practicable so that if an issue arises it can be discussed with you and dealt with as soon as possible. If at any time you become aware of an actual or potential conflict of interest, please raise it with us immediately.

9. Anti-Money Laundering Rules

In some areas of our work, in order to comply with the Money Laundering Regulations 2017 and the Proceeds of Crime Act 2002 (and any subsequent amendments), we are required to satisfy ourselves that we are not unwittingly involved in money laundering. The legislation is intended to provide a comprehensive system of client identification procedures, record keeping and mandatory reporting and provide a framework for our procedures.

To both satisfy our regulatory obligations and conduct our identification requirements, we will require you to provide evidence of your identity, date of birth and address. When acting for a company or other organisation we will require evidence that the person providing instructions has the necessary authority to do so. This firm uses

remote identity verification which incorporates facial recognition technology combined with automated document scanning and chip reading to ensure that documents are legitimate.

It is important that you forward any requested evidence promptly and within 14 days of the request, as we will not be able to act for you if we cannot comply with these obligations. We will retain copies of any identity documentation on the file.

The firm may carry out checks in order to protect your money and reduce the possibility of fraud and therefore, it may be necessary to verify the opposing solicitor's bank account details before funds are released. If we are required to use an external company to do this then there may be a fee attached to this for which you will be responsible.

From time to time we may require you to provide evidence of the identity of other connected parties so that we may comply with our statutory obligations.

From time to time we may request proof of source of wealth and source of funds when you are introducing money into the firm's client account.

Please note that we do not accept payments to us in cash. Monies due to you from us will be paid by bank transfer and will not be made payable to a third party. You should not pay more than necessary to settle an account. Money deposited directly with our banks in an attempt to avoid this policy may incur extra charges if we decide to carry out checks to prove the source of funds.

If we have reason to suspect that there is an attempt to launder money, or that you or any other party connected with you is involved in activities prescribed by the Proceeds of Crime Act 2002 (and any subsequent amendments), then we will have an obligation to notify the National Crime Agency of our suspicions. You acknowledge, as a condition of these Terms, that the obligation will in certain circumstances override our duty of confidentiality. As stated above we may not be permitted to advise you whether or not we have made or might intend to make such a report and we may not be able to communicate the reason for ceasing to act.

10. Charges and Expenses

The engagement letter will set out the basis on which we will charge you. We are entitled to charge at our usual hourly rates for work done and expenses incurred even if the matter does not proceed to completion.

We may charge a fee for electronic transmission of monies and for verifying your identity and we may, at our discretion, carry out a credit check with a third party, in order to provide us with comfort in relation to your ability to pay our fees.

Travel by car is charged on a pence per mile rate (currently 45p per mile plus VAT). Other travel, hotel and subsistence costs are charged at cost.

We reserve the right to charge an administration and/or photocopying fee in the event that you or any other person on your behalf or an opponent requests the documents in our possession relating to your matter. Generally photocopying will be charged at 20p plus VAT per black and white page, 30p plus VAT per colour page. We will add VAT to our fees, expenses and disbursements where applicable. At present, VAT is 20% and our VAT registration number is 687 4459 76.

Our charges will be calculated mainly by reference to the time actually spent by the solicitors and other staff in respect of any work which they do on your behalf. This may include (but not limited to) meetings, preparation; telephone calls, emails, faxes and text messages; preparation of any detailed costs estimates and bills; attending at court and other relevant locations (including travel and waiting time); Preparing notes of meetings; complying with professional and statutory requirements. From time to time we may arrange for some of this work to be carried out by persons not directly employed by us; such work will be charged to you at the hourly rate which would be charged if we had done the work ourselves. Time charged on an invoice may include anticipated time. All time spent is recorded at an hourly rate in six-minute units. The engagement letter will set out the hourly rates of the persons involved in your matter. Hourly rates are reviewed periodically (normally 1 January each year) and you will be notified of any changes. In addition to time spent, we may take account of factors such as your need for us to work outside normal office hours, the speed at which you require work undertaken, the transaction value and its complexity and any particular expertise your work may demand. An increase in the rates may be applied to reflect such factors.

We have no obligation to make payments such as Land or Probate Registry fees, court fees, experts' fees, unless you have provided us with the funds for that purpose. VAT is payable on certain expenses. We refer to such payments generally as 'disbursements'.

By instructing us, you are authorising us to incur such charges and disbursements as we consider reasonable and necessary.

If it is necessary to engage other professionals on your behalf (for example accountants, barristers, overseas lawyers, expert witnesses or costs lawyers), we will do so as your agent. We will not be responsible for any act or omission of such a professional unless we agree otherwise in writing. You will be ultimately responsible for the fees of such professional.

Fixed Fees

We may agree a fixed fee for a particular transaction and, if so, this will be set out in the engagement letter. All fixed fees are based on the following assumptions:

- Disbursements, expenses and VAT are payable in addition;
- There will be no substantial renegotiation of terms (including but not limited to the scope, nature and extent of the work to be undertaken) once we commence work;
- The transaction proceeds reasonably smoothly and in accordance with the scope of the work and specifications agreed in the engagement letter;
- Completion takes place by an agreed date.

We will keep the estimate updated and inform you if any unforeseen additional work becomes necessary and before any additional expenses are incurred. However, we cannot provide a guarantee that the final cost will not be greater than the estimate. Any fee estimates provided are based on information you provide to us. We may need to revise them if additional information comes to light.

If you receive provisional damages, we are entitled to retain monies in payment of our basic charges, our expenses or disbursements, the success fee and the ATE Insurance premium as applicable.

You are responsible for paying our fees, even if a court orders the other side to pay all or part of your fees, or if another person agrees to do so.

Whilst we take steps to recover full payment from you and until all bills and disbursements are paid (including any higher rate of interest accrued), we will retain a lien over your file which will include all documents provided by you to us, any documents we have prepared or received during our instruction and all correspondence. Upon discharge of the unpaid bills, disbursements, and interest, we shall provide to you your original documents, copies of documents requested, and your file should you seek it to be returned to you.

You do have the right to object to a bill we raise, and to apply for assessment of it under Part III of the Solicitors Act 1974. However, please note that the Legal Ombudsman may not consider a complaint about a bill if you have already applied to the court for the assessment of the bill. There are strict limits applicable to applying to the court for assessment of a bill and you may wish to seek independent legal advice:

Within one month from the date of the bill you have an unconditional right to a detailed assessment. After one year from the date of the bill, you will lose the right to a detailed assessment, except in special circumstances.

11. Payment on Account

We may require a payment on account in respect of fees and expenses before we commence any work. We will place any such payment in a Client Account and apply it, together with interest earned (if any), against bills as they are rendered. Unless otherwise agreed, we will not incur a liability to pay a third party on your behalf unless we hold money to cover the costs.

If you do not make a payment on account when asked to do so, then we shall be entitled to suspend and/or stop working for you and, where applicable, remove ourselves from the record in any court or other proceedings.

Where you are a limited company, we may ask you to provide us with a guarantee for payment of our fees from either on or more of your directors or, if you are a subsidiary, from your holding company. We reserve the right to suspend services until any such payment has been provided, and, in the event that a request is refused, to stop acting and to require immediate payment of our charges and expenses incurred to date.

12. Payment Arrangements

Property transactions. We will normally send you our bill following the exchange of contracts; payment is required on a purchase prior to completion and at completion on a sale. If sufficient funds are available on completion, and we have sent you a bill, we will deduct our charges and expenses from the funds.

Administration of Estates. We will normally submit an interim bill at regular stages during the administration, starting with the obtaining of a Grant. The final account will be prepared when the Estate Accounts are ready for approval.

Other cases or transactions. It is normal practice to ask clients to pay interim bills and sums of money on account of the charges and expenses which are expected in the following weeks or months. This helps you budget for costs as well as keeping you informed of the legal expenses which are being incurred. If such requests are not met with prompt payment, delay in the progress of a case may result. In the unlikely event of any bill or request for payment not being met, this firm must reserve the right to stop acting for you further.

Bills we raise prior to completion of a matter are to be treated as statute bills in accordance with the Solicitors Act 1974.

Interest on Unpaid Bills

Payment is due to us within 14 days of the date of the firm's bill. If a bill remains unpaid for 14 days after the date of the bill, we reserve the right to charge interest on a daily basis until payment is made.

If you are a business purchasing our services that daily interest rate will be charged at a rate equal to 8% above the Bank of England base. If you are an individual purchasing our services then the daily interest rate will be charged at a rate equal to 4% above the Bank of England base.

Overdue balances may be passed to an outside agency to administer collection procedures and in this event all additional costs incurred will be charged to the client.

We reserve the right to recover our costs incurred as a result of you not complying with our payment terms. These include charges for preparing and sending you reminder letters and the expenses we incur tracing you and enforcing our terms whether through the courts or not. These terms entitle us to recover from you the shortfall in costs arising following an assessment by the court.

If we are conducting litigation for you, we have additional rights in any property recovered or preserved for you whether it is in our possession or not and in respect of all costs incurred, whether billed or unbilled. We also have a right to ask the court to make a charging order in our favour for any assessed costs.

13. Other Parties' Charges and Expenses

If Court proceedings are issued you will not (save in certain circumstances), recover all of your legal costs even if you are successful. The rules governing recoverability of costs include reasonableness and proportionality of the costs claimed as well as other factors including whether the parties have attempted to settle the dispute, and their conduct during the course of the proceedings. Whilst the successful party will normally be entitled to an award of costs, there will generally be an element of irrecoverable costs from an opponent. Conversely, if proceedings are unsuccessful then, you are likely to be ordered to pay a proportion of your opponent's costs.

In some cases, you may be entitled to payment of costs by some other person. In such circumstances, the other person may not be required to pay all the charges and expenses which you incur with us. You have to pay our charges and expenses in the first place and any amounts which can be recovered will be a contribution towards them. If the other party is in receipt of legal aid no costs are likely to be recovered.

You will also be responsible for paying our charges and expenses of seeking to recover any costs that the court orders the other party to pay to you.

The costs of preparing a bill of costs and of seeking to enforce an order for costs against another party will be payable by you as part of the costs we are entitled to charge as part of our agreement with you. Any costs recovered from any other party will be first applied against any unpaid bills and charges and any balance will be paid to you. You agree to us appointing a suitable third party to undertake such enforcement action on your behalf.

Disputes before tribunals or which are submitted to arbitration or other forms of dispute resolution may involve additional and/or irrecoverable costs.

If you are unsuccessful in a court case may be ordered to pay the other party's legal charges and expenses. That money would be payable in addition to our charges and expenses. Arrangements can be made to take out insurance to cover liability for such legal expenses. Please discuss this with us if you are interested in this possibility. In the event that you do not have ATE Insurance or Legal Expenses insurance cover to protect you from this risk then we will discuss with you whether the potential outcomes of your matter justify the expenses or risk involved including the risk of having to pay the costs of another party.

14. Interest Payment

Any money received on your behalf will be held in our Client Account at Lloyds Bank PLC. Subject to certain minimum amounts (currently £20) and periods of time set out in the Solicitors' Accounts Rules 1998, interest will be calculated and paid to you is reviewed bi-annually. At present the interest rate paid is insufficient to justify payment to you, given the unrecoverable cost of administering the client account.

15. Deposit Protection

In the event of the firm's bank becoming insolvent while you have funds held in our client account you will be compensated up to the limit provided by the Financial Services Compensation Scheme. Russell & Co limits its liability to you to this amount only.

The actual level of compensation you receive will depend on the basis of your claim. The FSCS only pays compensation for financial loss. Compensation limits are per person per firm, and per claim category (listed below).

The maximum levels of compensation are:

Deposits: £85,000 per person per firm (for claims against firms declared in default from 30 January 2017).

From 3 July 2015, the FSCS will provide a £1 million protection limit for temporary high balances held with your bank, building society or credit union if they fail.

This includes monies held for less than six months for the purpose of:

- Real estate transactions (property purchase, sale proceeds, equity release) relating to a depositor's main or only residence;
- Benefits payable under an insurance policy;

- Personal injury compensation (unlimited amount);
- Disability or incapacity (state benefits);
- Claim for compensation for wrongful conviction;
- Claim for compensation for unfair dismissal;
- Redundancy (voluntary or compulsory);
- Marriage or civil partnership;
- Divorce or dissolution of their civil partnership;
- Benefits payable on retirement;
- Benefits payable on death;
- A claim for compensation in respect of a person's death;
- Inheritance;
- Proceeds of a deceased's estate held by their Personal Representative;

Please speak to your legal adviser if you are unsure about your situation.

16. Disclosure

If now, or at any time in the future, any matter upon which we act for you is the subject of contested proceedings, whether in the courts or tribunals, you will almost certainly have to disclose documents, including electronic documents, relevant to the matter however confidential or harmful. You should ensure that you do not destroy or allow to be destroyed any documents that relate to such matter in any way as your position in such proceedings could be seriously compromised.

17. Copyright

We own the copyright in all documents created by us for you. You may use those documents for the particular purpose for which they were created if you have paid all costs and expenses due to us. If you wish to use them for any other purpose, you should obtain our permission first.

18. Professional Indemnity Insurance

Under the Indemnity Insurance Rules firms are required to take out and maintain qualifying insurance. Details of Russell & Co's insurance can be found at Holland House, or you can contact us to request this information.

19. Limitation of Liability

Our liability to you for a breach of your instructions shall be limited to £3,000,000.00. 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 profits or opportunities.

These limitations apply only to the extent that is permitted by law. In particular they do not apply to any liability for death or personal injury caused by negligence.

21. Storage of Papers and Documents

After completing the work, we will keep your file of papers for you in storage for such period as we consider reasonable (which would not normally be less than 6 years) or to make a charge for storage if we ask you to collect your papers and you fail to do so. We will not of course destroy any documents such as wills, deeds and other securities, which you ask us to hold in safe custody. No charge will be made to you for such storage unless prior notice in writing is given to you of a charge to be made from a future date which may be specified in that notice.

If we retrieve papers or documents from storage in relation to continuing or new instructions to act in connection with your affairs, we will not normally charge for such retrieval. However, we may make a charge based on time spent at the trainee solicitor rate for producing stored papers or documents to you or another at your request. We may also charge for reading, correspondence or other work necessary to comply with your instructions.

We operate a case management system whereby your details and details of your matter are recorded. The provisions and timescales which apply to the deletion of this information are the same as those outlined above regarding physical files, except for Will files where an electronic copy of the Will and the instructions are retained until we become aware of the death and completed administration of the estate of the person making the Will.

22. Financial Services and Insurance Contracts

If, while we are acting for you, you need advice on investments, we may have to refer you to someone who is authorised by the Financial Conduct Authority. 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. 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 mediation activity, which is broadly the advising on, selling and administration of insurance contracts. Insurance mediation activities and investment services, including arrangements for complaints or redress if something goes wrong, are regulated by the Solicitors Regulation Authority. The register can be accessed via the Financial Conduct Authority website at www.fca.gov.uk.

23. 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. If at any stage you do not wish

us to continue doing work and/or incurring charges and expenses on your behalf, you must tell us this clearly in writing.

If we decide to stop acting for you, for example if you do not pay an interim bill or comply with the request for a payment on account, we will tell you the reason and give you notice in writing.

Please note we will not release papers until you have paid all outstanding charges.

Should you decide to cancel your instructions with us, and your matter is funded by legal aid, then we have a duty to make you aware that there would be potential difficulties in reapplying for legal aid for the same issue if the contract is terminated.

24. Consumer Contracts Regulations

Notice of the Right to Cancel. If you have not attended our offices in person and have instead been visited in your home or place of work by a solicitor or agent on our behalf, and have entered into an agreement for our services, then you have a right (under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013) to cancel that agreement within 14 days from the date of first instructing us, without any charge being made by us. You must give us notice in writing, either by post or electronically. Please note if you agree in writing that we should undertake any work during the 14 days cancellation period, then even if you cancel your agreement with us you may still be required to pay for services supplied before the cancellation.

If you have instructed us using a form of 'distance communication' such as telephone or email, then you have a right to cancel the agreement and withdraw your instructions within 14 days from first instructing us without any charge being made to you. Please note the right to cancel does not apply if we undertake on your behalf, with your consent, within the 14-day period.

26. Tax Advice

Any work that we do for you may involve tax implications or necessitate the consideration of tax planning strategies. We may not be qualified to advise you on the tax implications of a transaction that you instruct us to carry out, or the likelihood of them arising. If you have any concerns in this respect, please raise them with us immediately. If we can undertake the research necessary to resolve the issue, we will do so and advise you accordingly. If we cannot, we may be able to identify a source of assistance for you.

27. Data Protection

Following the EU General Data Protection Regulation (GDPR), and its implementation on 25th May 2018, maintaining the security of your data is a priority of Russell & Co Solicitors, and we are committed to respect your privacy rights. We use our best endeavours to handle your data fairly and legally at all times. The firm's Privacy Policy is available to you on request and accessible on the firm's website, www.russellandcosolicitors.co.uk. This sets out how we collect, process and store your personal information. It also sets out your rights in respect of your personal information we process.

We may conduct some or all of our communication and send documents by email. However, email is not fully secure, may be intercepted by third parties, and may not always reach its intended recipient. Where necessary, you should follow up all important communications with a phone call, fax or printed copy by post. If you do not wish us to use email please let us know.

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

Please note our anti-money laundering procedures as referred to above in that any information you provide to us for the purposes of preventing money laundering or terrorist financing will only be processed for that purpose unless you give us your consent to use it for other purposes or it is permitted by law.

28. Applicable Law

Any dispute or legal issue arising from our Terms of Business will be determined by English Law and will be submitted to the exclusive jurisdiction of the English Courts.

29. Terms and Conditions of Business

Unless otherwise agreed, and subject to the application of the current hourly rates, these Terms and Conditions of Business shall apply to any future instructions given by you to this firm.

Although your continuing instructions in this matter will amount to an acceptance of these Terms and Conditions of Business, it may not be possible for us to start work on your behalf until you have signed and returned the Confirmation of Instructions Form to us for us to keep on our file.