

possibly without telling you or explaining why.

9 INVESTMENT ADVICE

Our work may involve investments. Although we are not authorised under the Financial Services and Markets Act 2000 or by the Financial Conduct Authority, we are able, in certain circumstances, to offer a limited range of investment services to clients because we are members of The Law Society of England and Wales, which is a designated professional body for the purposes of the Financial Services and Markets Act 2000. Complaints and redress mechanisms are provided through the SRA and the Legal Ombudsman. We can provide these investment services where they are an incidental part of our professional services.

10 CONFLICTS OF INTERESTS

It is our practice to check for conflicts of interest before taking on work. We provide many different professional services to clients and although we carry out searches we may not identify all situations where there may be a conflict of interest. Therefore, please notify us promptly of any potential conflict which you think exists or may exist. In appropriate cases it may be that your interests can be properly safeguarded through information barriers which where possible will be agreed with you.

11 INSIDE INFORMATION

If you are an issuer as defined in the EU Market Abuse Regulation (EU 569/2014) (MAR) or an adviser to such an issuer, where we have access to what we consider to be, or you advise us constitutes, inside information for the purposes of MAR, we will maintain the required list of those partners, employees and consultants of ours who are acting on the transaction or may otherwise have access to the inside information (an "insider list"). You agree to notify us when you provide information to us which is inside information and when we are required to create an insider list.

We will provide you with access to our insider list as soon as reasonably practicable if you ask us to do so. We will also provide the list to the Financial Conduct Authority, the Law Society or SRA if so required.

The insider list will be stored and kept for five years from the date on which it is last edited. During storage, it will be readily

obtainable if required. Unless you instruct us to the contrary, the insider list may be destroyed at the expiration of the five year period.

12 OTHER ADVISERS

If we propose to instruct other professional advisers on your behalf, we will tell you of the adviser we intend to use (if you do not have an existing or preferred adviser) and ask them to provide you with an estimate of their costs for which you will be directly liable. Please note that, although we may recommend an adviser with which we have previously worked, any such adviser will be independent of Lincoln & Rowe Limited, will be instructed on your behalf and will not act as our agents.

We assume no responsibility or liability for advice given to you or otherwise in respect of the information supplied or work undertaken by any such adviser or by any other adviser with whom we may work in relation to our services, whether recommended by us or suggested or instructed by you. Unless you otherwise advise us in writing, we will assume that we are authorised to communicate information (whether confidential to you or not) to such advisers for the purpose of their work.

13 CLIENT SATISFACTION / COMPLAINTS PROCEDURE

13.1 Satisfying your requirements and expectations requires not only a professional approach on our part, but also that we should be kept aware of any concerns that you have about our work or about the progress of your matter. We therefore hope that you will raise any such concerns promptly and frankly, and indeed tell us of any suggestions to improve our services. To that end we have internal systems of quality control, including periodic reviews of our service.

13.2 Any complaint you may have in relation to our services, which may include a complaint about an invoice, should be raised in the first instance with the fee earner responsible for your matter. He or she may seek the assistance of others in the firm trying to resolve the matter with you. Alternatively, if either at the outset, or if you and the fee earner cannot resolve your complaint, you wish to make a complaint under our Complaints procedure or if your complaint relates to that fee earner. Please write to the firm's complaints handling director, Dipesh

- Dosani. He will acknowledge your complaint in writing, explain to you the procedure that he will follow to investigate the matter and will conduct a full review.
- 13.3 If you remain dissatisfied after receiving our final response to your complaint (including a complaint relating to an invoice) you can contact the Legal Ombudsman as follows:
- post: PO Box 6806 Wolverhampton WV1 9WJ; or
 - email: enquiries@legalombudsman.org.uk; or
 - telephone: 0300 555 0333 or if calling from overseas +44 121 245 3050.
- 13.4 If you wish to refer a complaint to the Legal Ombudsman, it should be done within six months of our final response to your complaint; and within six years of the act or omission that caused the complaint or if outside this period, within three years of when you should reasonably have known about the relevant act or omission.
- 13.5 The Legal Ombudsman has restricted the categories of clients who are eligible to complain to it. Broadly speaking, a complainant must be an individual (including trustees, personal representatives and beneficiaries of estates), a small business or a charity or club with an annual net income of less than £1 million. For further guidance please refer to the Legal Ombudsman Scheme Rules.
- 13.6 If you wish to make a complaint relating to a bill, you must do so within one month of receiving the bill, failing which we will be under no obligation to investigate or to attempt to resolve the complaint. You may also have the right to apply to the court for assessment of the bill under Part III of the Solicitors Act 1974, or Part 48 of the Civil Procedure Rules 1999 normally within twelve months of delivery of the bill. The Legal Ombudsman may decline to consider your complaint if you have applied to the court for assessment of the bill.
- 13.7 No charge will be made for the time spent in investigating and responding to a complaint.
- 14 **CLAIMS**
- 14.1 Our partners, employees and consultants do not owe a personal duty of care or take personal responsibility for their acts or omissions in connection with the work

they do. That work is undertaken on our behalf and not in their individual capacity.

- 14.2 You agree not to bring any claim in respect of loss or damage suffered by you out of or in connection with our services against any of our partners, employees or consultants. This restriction will not operate to limit or exclude our liability for the acts or omissions of any partner, employee or consultant. It is agreed that any partner, employee or consultant will have the right to enforce this clause pursuant to the Contracts (Rights of Third Parties) Act 1999, but their consent is not required to any variation, termination or rescission of this agreement.

- 14.3 However, nothing in these Standard Terms or in the Letter of Engagement excludes or limits any claim you may have against a member, employee or consultant of ours for fraud or for death or personal injury caused by that person's negligence.

- 14.4 Contact details of our professional indemnity insurer and details of territorial coverage of the insurance are available on request or at our registered office.

15 **STORAGE OF PAPERS AND DOCUMENTS**

- 15.1 On completion of our work, following payment of all our bills on all matters for you, any original documents or other property which belongs to you and which we hold will be returned, if you so request. Files or records of our work will be kept for at least seven years and may be placed in third party storage and/or scanned and/or stored electronically. If we scan or store documents electronically we may also destroy the originals, unless they are documents of title or documents having an intrinsic status or value deriving from a factor other than their content.

- 15.2 Unless we have agreed otherwise in writing, you authorise us to destroy all files or records of our work seven years after the date of our final invoice for the work concerned.

- 15.3 If we retrieve files or documents from storage in relation to continuing or new instructions, we will not normally charge for such retrieval. However we may make a reasonable charge in other circumstances.

16 **TERMINATION**

You may terminate your instructions to us at any time. We may terminate this