

To whom it may concern,

## **Explaining the terms and effect of a settlement agreement with your employer (MAR)**

Thank you for instructing us. This letter and the attached terms of business explain the basis on which we will act for you – together they form the contract between us. Please contact us if you have any difficulty in understanding this letter or other information we may provide, such as if you require information to be provided in another format or larger text.

### **Our instructions**

By completing our instruction form contained at the following URL: [MAR Terms & Conditions \(2026\) - RFB Legal](#), you have instructed us to review and advise you on the terms of a settlement agreement presented to you, or to be presented to you by your employer, subject to us completing onboarding checks on you.

If you instruct us to act on any further matters, these terms will apply to those other matters.

### **How much it will cost**

We have agreed a fixed fee equal to the amount that your employer will contribute towards your fees (as set out below under the title “Contribution to your legal fees”). If your case becomes more complicated or time consuming than expected we may need to increase our fee; if this happens, we will let you know before you are charged any extra amounts.

Our standard hourly charging rates are as follows:

Partner	£350 plus VAT per hour
Senior Solicitor	£300 plus VAT per hour
Solicitor	£250 plus VAT per hour
Trainee Solicitor / Paralegal / Case Worker	£220 plus VAT per hour

We reserve the right to increase our fees if the work done is particularly complex or urgent, or the nature of your instructions require us to work outside normal office hours. If this happens, we will notify you and agree an appropriate rate. We will review our hourly rates on a periodic basis. We will give you advance notice of any change to our hourly rates.

You will also have to pay any expenses (known as disbursements) we incur on your behalf. I do not anticipate that we will incur any disbursements in your case based on the information we know now, but if this changes I will inform you as soon as possible.

A list of members is open for inspection at our registered office and principal place of business, 77 Baker Street, London, W1U 6RF.

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### **How long it will take**

I estimate that the work described above will take approximately one week to conclude (although this will depend on the date of your video appointment, and if your agreement requires reaffirmation we will need to arrange another brief telephone call within seven days of the last day of your employment). I will keep you informed throughout as to progress and let you know if this timescale changes.

### **Contribution to your legal fees:**

Under the terms of the settlement agreement, your former employer has agreed to make a contribution to our legal fees. The amount of this contribution is either £450 plus VAT if a reaffirmation letter is not required, or £500 plus VAT if a reaffirmation letter is required.

On the basis of the information currently available to us, we will be able to provide the advice on the terms and effect of the settlement agreement for this fee, which is the fee agreed between us. Please be aware though that factors that may increase your costs above the contribution are, for example:

- You ask us to advise you on whether or not the settlement agreement represents a good deal
- You ask us to negotiate directly with your employer or its solicitors regarding the amount of money on offer or the wording of the settlement agreement
- You ask us to advise on any additional rights you may have, such as under share option schemes. In those circumstances, we will need to see the terms of the scheme to be able to properly advise; and
- Even if you accept the amount of money on offer, you ask us to negotiate directly with your employer or its solicitors regarding the drafting of the agreement itself.

In such cases, your employer's proposed contribution will not cover the additional cost of such work and you will be responsible for our fees in excess of the contribution set out above.

### **Settlement Agreement**

A settlement agreement is a legally binding agreement between an employer and an employee. Usually, the employee accepts a sum of money in return for agreeing not to bring certain legal claims against the employer. The principle behind a settlement agreement is that the employee has received independent legal advice before signing the settlement agreement and therefore understands the terms of the agreement and its effect upon the employee's ability to present a complaint to an Employment Tribunal.

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## Employment Rights

By signing a settlement agreement you are agreeing to waive certain employment rights that you have in statute, contract and common law to bring a claim against your employer, in return for a sum of money.

It is usual for a settlement agreement not to settle your accrued pension rights, as these have accrued in the past and cannot retrospectively be removed by your employer, and there is a clause confirming that your active membership of the employer's pension scheme will cease on the date your employment ends and that the administrator of the pension funds will write to you to notify you of your rights and options in relation to your membership of the pension fund up to the last day of your employment.

In addition, there is a clause dealing with any future claim for personal injury against your employer; you are waiving the right to pursue claims for personal injuries of which you are already aware, but you retain the right to pursue any claims for personal injuries where you are unaware of the injury and do not have symptoms of it.

## Tax

Tax issues are complicated and will vary from case to case. You may be entitled to receive a lump sum without deduction for tax, if it is paid as compensation for losing your employment, of up to £30,000. However, the scope of our work does not include providing advice on the accuracy of any calculations, assessing whether the relevant termination award is subject to tax, calculating post-employment notice pay or providing advice on whether any amount paid to you by your employer is subject to tax.

If you require tax advice, we suggest that you contact an accountant. Where the employer offers to make a termination payment free of tax, you will be asked to indemnify the employer against the risk that the HM Revenue and Customs decides to tax it after all. We will advise you on the effect of this clause but will not be able to confirm if tax is payable.

## Independent Legal Advice

The role of the solicitor is a narrow and specific one - to explain the terms and effect of the settlement agreement. We are not instructed to advise on the merits of any potential legal claims against the employer, i.e. whether the agreement represents a good or a bad deal. We also cannot advise you on the effects of documents or policies which are not provided to us. It is usual for the solicitor to sign a form or a certificate confirming that the advice has been given.

If you decide not to sign the settlement agreement, we will advise you of the consequences. You should also be aware that your former employer will not make a contribution to your legal fees if you do not sign. In that case, you will be responsible for all of our legal fees.

### **Who will handle your matter and how to contact them**

The person principally dealing with your matter is Rebecca Roberts who is a Partner. Their charging rate is £300 per hour plus VAT. They can be contacted at 0207 613 7146; R.Roberts@rfblegal.co.uk. The person with responsibility for overall supervision of your matter is Deniz Oguzkanli who is the senior Partner in the firm. We work as a team and sometimes other persons within the team may work on your matter, or you may be provided with the independent legal advice by a different solicitor, in which case they will provide you with their contact details at your appointment.

### **Completing our necessary identity checks**

We are required by law to get satisfactory evidence of the identity of our clients and sometimes people related to them. This is because solicitors who deal with money and property on behalf of their clients can be used by criminals wanting to launder money.

To comply with the law, we need to get evidence of your identity as soon as possible. You are reminded to bring to your appointment original official photo-id such as your current passport or driving licence, and a recent utility bill or bank statement, so that we can confirm your identity and address when we speak with you. Please note that if you do not bring these documents with you then we may need to reschedule your appointment to a time when these are with you.

### **Payment on account of costs**

In this matter we will not ask you to make a payment on account of costs unless you instruct us on additional matters outside the advice on the terms and effect of the settlement agreement.

### **Sending you money**

If there is a possibility that we will need to send you money at any point during our engagement then we will ask you to provide us with a bank statement for the account to be used now, to assist in our fraud prevention and security measures.

### **Bills and funding your case**

You are responsible for paying the legal costs set out in this letter. It may be the case that you have legal expense insurance, usually associated with home-contents, cars or credit card insurance policies; please check any relevant policies. If you think you have such insurance please contact us and we can discuss what

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you should do next. If relevant to your matter, you may wish to obtain after the event insurance and/or funding for your costs from a third party. In some circumstances you may be eligible for legal aid. If you feel that you are eligible we refer you to Community Legal Advice on 0845 345 43 45 or <https://www.gov.uk/check-legal-aid>.

We will send you interim bills for our charges on a regular basis. Unless agreed otherwise, interim bills are detailed bills and are final in respect of the period in which they relate. We will send you a final bill when the work is completed which will cover our charges from the date of the last interim bill. If you have any query about your bill, please contact me. You have the right to challenge any interim bill or the final bill by applying to the court to assess the bill under the Solicitors Act 1974. The usual time limit for applying to the court for an assessment is one month from the date of delivery of the interim or final bill. Please be aware that the time limit runs from the date of each individual bill.

### **If your matter becomes abortive**

If your matter becomes abortive for any reason, or you decide not to enter into the settlement agreement after we have advised you, you will be charged our fees on a pro rata basis based on the work we have done on your matter. Where we have advised you on your options in a video call this would usually be 100% of our fees.

### **Keeping you informed**

We will keep you updated about the progress of your matter at regular intervals, by email, telephone and in some cases by letter. If you require more frequent updates or require us to send you a copy of all correspondence on your matter, this may mean that we need to increase the fees that we charge you.

### **How your data will be handled**

We take your privacy very seriously. Our Privacy Policy (available at <http://www.rfblegal.co.uk/rfb-privacy-policy>) explains how and why we collect, store, use and share your personal data. It also explains your rights in relation to your personal data and how to contact us or supervisory authorities in the event you have a complaint. Please read it carefully.

Our use of your personal data is subject to your instructions, the UK General Data Protection Regulation (GDPR), other relevant UK and EU legislation and our professional duty of confidentiality.

We use third party service providers (including 'cloud' service providers) to help us deliver efficient, cost effective legal services. This may include document/information hosting, sharing, transfer, analysis, processing or storage. We ensure all third party service providers operate under service agreements that are consistent with our legal and professional obligations, including in relation to confidentiality, privacy and data protection. If you instruct us to use an alternative provider for storing, sharing or exchanging

documents/information, we are not responsible for the security of the data or the provider's security standards.

Under data protection law, we can only use your personal data if we have a proper reason for doing so. Generally, we process your personal data to comply with our legal and regulatory obligations; for the performance of our contract with you or to take steps at your request before entering into a contract; and/or for our legitimate interests or those of a third party.

However, this does not apply to processing of your sensitive personal data such as: your racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, data concerning your health or sex life or sexual orientation without your explicit consent. It is sometimes necessary to process this data to run your case eg we may need to obtain your medical evidence and obtain information on your health to pursue or defend a personal injury claim or we may require details of your trade union membership to help pursue or defend an employment tribunal claim.

### **The quality of our services**

We will provide legal advice and services to you with reasonable care and skill. However, the nature of many types of legal work means that it is not possible to guarantee a particular outcome. If you have any concerns about the service provided, please raise this with your case handler or their supervisor. If there are any concerns which you feel that they cannot resolve then you may refer any complaints to Rebecca Roberts, a partner in this firm. If you remain unsatisfied with our handling of your complaint, we refer you to paragraph 6 of our Standard Terms of Business.

### **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 whilst there is money owing to us for our charges and expenses.

In some circumstances, you may consider we ought to stop acting for you, for example, if you cannot give clear or proper instructions on how we are to proceed or if it is clear that you have lost confidence in how we are carrying out your work.

We may decide to stop acting for you only with good reason, for example if you do not pay a bill or comply with our requests for payment on account, you ask us to work in an improper or unreasonable way, or if you decline to give us proper instructions on how we are to proceed. We must give you reasonable notice in all of the circumstances, subject to the requirements of the Court, that we will stop acting for you.

### **Conflicts of Interest**

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We are not able to act or continue acting if there is a conflict, or a significant risk of conflict, between your interests and those of another client or of this firm. We may have to stop acting for you should a conflict of interest arise. For example if we need to disclose material information to your lender under a duty of care and you object to this we may have no alternative but to stop acting for you.

### **Right to Cancel**

You have the right to cancel this contract within 14 days without giving any reason. We will not start work during the cancellation period unless you ask us to, in which case you will be liable for our fees, disbursements and charges incurred during that period if you subsequently cancel. The instructions for cancellation notice in our Standard Terms of Business explains how to cancel and the effect of cancellation.

### **Marketing**

We may use your personal data to send you updates (by email, text, telephone or post) about legal developments that might be of interest to you and/or information about our services, including exclusive offers, promotions or new services. You have the right to opt out of receiving promotional communications at any time, by contacting us at [info@rfblegal.co.uk](mailto:info@rfblegal.co.uk)

### **Next Steps**

Please now also read our Standard Terms of Business.

## **STANDARD TERMS OF BUSINESS**

*These Standard Terms of Business apply to all work we do on your behalf. They should be read together with the letter sent to you confirming our instructions and setting out the scope of the work we will carry out for you, our fees and individual contact details (the Client Care letter); together they form the contract between us. If there is any inconsistency between our Terms of Business and the Client Care Letter, the Client Care Letter will take priority.*

### **1. About us**

#### **1.1 Ronald Fletcher Baker LLP**

We are an English Limited Liability Partnership (LLP) with registered number OC345891. Our registered office is at 77 Baker Street, London W1U 6RF.

An LLP has “members” and not “partners”. We use the term ‘partner’ to refer to a member of Ronald Fletcher Baker LLP or an employee or consultant with equivalent standing and qualifications. A list of the firm’s members, together with those non-members who are designated as partners can be found on our website [www.rfblegal.co.uk](http://www.rfblegal.co.uk).

When we say ‘we’, ‘us’ or ‘our’ or refer to in these Terms of Business, we mean Ronald Fletcher Baker LLP.

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#### **1.2 Contact details**

Ronald Fletcher Baker LLP has offices at:

1. 326 Old Street EC1V 9DR
2. 77 Baker Street London W1U 6RF
3. 111 Piccadilly, Manchester M1 2HY
4. The Senate, Southernhay Gardens, Exeter EX1 1UG

#### **1.3 Value added tax (VAT)**

Our VAT registration number is 2206798 63

#### **1.4 Hours of business**

Our offices are open between 9.30 am and 5.30 pm from Monday to Friday. If you are unable to reach the case handler dealing with your matter, messages can be left with our receptionist on 0207 613 1402. We are closed on all bank holidays.

## **2. Charges and expenses**

### **2.1 Fees**

Unless otherwise agreed, our charges for work done will be calculated by reference to time spent dealing with your work. This is the time spent on your affairs including meetings with you and perhaps others; any time spent travelling; considering, preparing and working on papers; correspondence including emails; making and receiving telephone calls; preparation of any detailed cost calculations and time spent travelling away from the office when this is necessary.

In addition to the time spent, we may take into account a number of factors which include the complexity of the issues, the speed at which action must be taken, the expertise or specialist knowledge that the case requires, and, if appropriate the value of the property or subject matter involved. The rates may be higher if, for example, the matters become more complex than expected or where we have to work outside office hours; we will endeavour to inform you of this at this time but if urgency prevents this we will do so as soon as possible afterwards.

### **2.2 Hourly rates**

Our charge rates will be advised to you separately and are reviewed annually. We will inform you of any change in writing.

### **2.3 Expenses**

In addition to our costs, you will be charged for expenses for disbursements we entail on your behalf including Court fees, Land registry fees (if applicable), search fees, couriers, photocopying, travel and other miscellaneous out of pocket expenses. We also charge for any significant volume of photocopying carried out in house. From time to time we ask other companies or people to undertake the typing on our files to ensure this is done promptly. We always seek a confidentiality agreement with these outsourced providers. If you do not want your file(s) to be outsourced, you are required to inform us as soon as possible.

If, as a part of our instructions, you instruct us to pay money to yourself or any third party, we may at our discretion carry out compliance checks on the bank details supplied to us as a part of our anti money laundering and fraud procedures. You will be responsible to pay our disbursements incurred in the checks.

### **2.4 Monies on account**

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Our policy is to ask clients to make payments on account of anticipated costs and disbursements. You are required to meet these requests promptly. If there are any difficulties in making payments, please contact us as soon as possible.

## **2.5 Prevention of money laundering and terrorist financing**

To comply with anti-money laundering and counter-terrorist financing requirements, we are likely to ask you for proof of your identity and we may conduct searches or enquiries for this purpose. We may also be required to identify and verify the identity of other persons such as directors or beneficial owners. If you or they do not provide us with the required information promptly, your matter may be delayed.

You agree that we may make checks using online electronic verification systems or other databases as we may decide.

You must not send us any money until we have told you these checks have been completed.

We will not usually charge you for identification and verification checks, but we reserve the right to do so where the checks are likely to be significantly more involved than we would normally expect—we will confirm the cost in our engagement letter.

We may ask you to confirm the source of any money you have sent us or will send us. If you do not provide us with that information promptly, your matter may be delayed.

Any personal data we receive from you for the purpose of preventing money laundering or terrorist financing will be used only for that purpose or:

1. with your consent; or
2. as permitted by or under another enactment.

We are professionally and legally obliged to keep your affairs confidential. However, we may be required by law to make a disclosure to the National Crime Agency where we know or suspect that a transaction may involve money laundering or terrorist financing. If we make a disclosure in relation to your matter, we may not be able to tell you that a disclosure has been made. We may have to stop working on your matter for a period of time and may not be able to tell you why.

If it is your intention to pay us any monies in connection with this matter other than by cheque or by Telegraphic Transfer from an account held in your own name (or jointly with one or more other persons), it is imperative that we are notified of this fact at the outset. In such cases we are required to verify the identity of and carry out checks on the account holder before being able to accept funds or instructions on this basis. If we are not given satisfactory evidence, we may be required to terminate our instructions.

Other than as set out in this contract, we shall not be liable for any loss arising from or connected with our compliance with any statutory obligation, or reasonable belief we may have, to report matters to the relevant authorities under the provisions of the money laundering and/or terrorist financing legislation.

## **3.1 Instructions**

Unless instructed to the contrary, your decision to appoint us to act on your behalf authorises us to take the necessary steps to protect your interest, and to incur reasonable expenses on your behalf. If you do not wish us to incur disbursements (apart from travel, photocopying and minor incidental expenses of less than £10), without your prior authority, please notify us in writing.

We cannot be responsible for any failure to advise or comment on any matters which fall outside the scope of our instructions.

## **3.2 Property owned by Overseas Entities**

If your matter is a real property transaction involving a property that is owned by an overseas entity, you should be aware of the Economic Crime (Transparency and Enforcement) Act 2022 and the obligation to be registered in the Register of Overseas Entities. The Land Registry will refuse to register any transactions until this registration has taken place; and if the entity is not registered by 31 January 2023, an offence will be committed. Your transaction will also be delayed or possibly frustrated. Our instructions do not include making an application for this registration or the verification process.

## **4. Invoices**

You are liable to pay legal costs as set out in our letter confirming your instructions. If we are liable to pay a commission to a third party in relation to our instruction, this will be set out in the client care letter.

Please inform us if you would like a third party to be responsible for paying our bills or any part of them. We must approve this in advance and we will need the party's name, contact details and any other information or identification documents we request. It is your responsibility to pay our bills even if someone else has agreed to pay some or all of them and our bills will still be addressed to you. If someone else does pay some of our bills, you are responsible for paying the rest.

We request that payment of invoices be made within 14 days. We may be able to charge interest on all, or part of the invoice if it is unpaid at 8% per annum.

We may cease acting for you if an interim bill remains unpaid after 21 days or if our reasonable request of a payment on account of costs is not met.

You have the right to challenge or complain about our bill. Please see sections 5 and 6 of these Terms of Business for details of how to complain about our bill.

## **5. Your rights on receiving our invoices**

You are entitled to an itemised bill detailing the work on your matter. You also have the right to challenge our bills by way of our complaints procedure, and if you are unsatisfied with the complaint procedure by making a complaint to the Legal Ombudsman. We hope that by reporting to you regularly this will not be necessary.

You have the right to challenge our bill by applying to the court to assess the bill under Part III of the Solicitors Act 1974. The usual time limit for making such an application is one month from the date of delivery of the bill. If the application is made after one month but before 12 months from delivery of the bill, the court's permission is required for the bill to be assessed.

Unless there are special circumstances, the court will not usually order a bill to be assessed after 12 months from delivery of the bill a judgment has been obtained for the recovery of the costs covered by the bill the bill has been paid, even if this is within 12 months.

We can keep all your papers and documents while there is still money owed to us for fees and expenses.

## **6. Complaints Procedure**

We aim to offer all our clients an efficient and effective service. If you are unhappy about any aspect of the service you receive or about the bill, then please raise this with your case handler in the first instance. If there are any concerns which you feel cannot be resolved between you and your case handler you may refer any complaints to Rebecca Roberts, a partner, on 0207 613 7146 or at [r.roberts@rfblegal.co.uk](mailto:r.roberts@rfblegal.co.uk) or by post to Rebecca Roberts, Ronald Fletcher Baker LLP, 77 Baker Street, London W1U 6RF.

We have a written procedure which sets out how we handle complaints. It is available upon request from Ms Roberts.

### **6.1 If we cannot resolve your complaint**

We have eight weeks to consider your complaint. If we have not resolved it within this time you may be able to complain to the Legal Ombudsman, which investigates complaints about service issues with solicitors. Generally, this applies if you are an individual, a business with fewer than 10 employees and turnover or assets not exceeding a certain threshold, a charity or membership organisation with a net annual income of less than £1m, a trustee of a trust with an asset value of less than £1m, or if you fall within certain other categories (you can find out more from the Legal Ombudsman). The Legal Ombudsman will look at your complaint independently and it will not affect how we handle your matter. The Legal Ombudsman expects complaints to be made to them:

1. within six months of receiving a final response to your complaint; and
2. no more than one year from the date of the act/omission you are concerned about; or
3. no more than one year from when you should reasonably have known there was cause for complaint.

If you would like more information, you can contact the Legal Ombudsman by:

1. visiting [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk)
2. calling 0300 555 0333 between 9.00 to 17.00
3. emailing [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk)
4. writing to Legal Ombudsman PO BOX 6167, Slough, SL1 0EH

## **7. Terms of business**

### **7.1.1 Service standards**

We will provide legal advice and services to you with reasonable care and skill in accordance with the scope of work set out in the Client Care letter. However, the nature of many types of legal work means that it is not possible to guarantee a particular outcome.

We will update you by telephone or in writing (including by email) with progress on your matter regularly and explain to you the legal work required as your matter progresses.

We will update you at appropriate intervals on the likely timescale for each stage of your matter and any important changes in those estimates. Whenever there is a material change in circumstances associated with your matter, we will update you on whether the likely outcomes still justify the likely costs and risks.

We will update you on the cost of your matter at least every six months. If appropriate, we will continue to review whether there are alternative methods by which your matter can be funded.

We are committed to acting in a way that encourages equality, diversity and inclusion 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.

We will also advise you of any circumstances and risks of which we are aware or consider to be reasonably foreseeable that could affect the outcome of your matter.

Unless otherwise agreed in writing, our advice and any documents we prepare are for use only in connection with the specific matter on which we are instructed, can only be relied on by you; and reflect the law in force at the relevant time.

### **7.1.2 Responsibilities**

#### **Our responsibilities**

We will;

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1. Treat you fairly and with respect
2. Communicate with you in plain language
3. Advise you of any reasonably foreseeable circumstances and risks that could affect the outcome of your matter
4. Advise you of any changes in the law that affect your matter
5. Review your matter regularly and update you on it at least every six weeks unless otherwise agreed

#### **Your responsibilities**

You will:

1. Provide documents when we ask for them and respond promptly and accurately when we ask for instructions or information
2. Notify us if your contact details change
3. Tell us immediately if your expectations change or if you are not sure you understand what we have discussed
4. Inform us of any time limits or objectives that might not be obvious to us
5. Notify us immediately if you receive any email or other communication purporting to be from the firm stating that we have changed our bank details or payment arrangements
6. Let us know about any other changes that may affect the way we deal with your matter, including any changes that may affect your tax status in any jurisdiction
7. Safeguard any documents that are likely to be required for disclosure

#### **7.1.3 Professional indemnity insurance**

Our primary insurers are:

Travelers Insurance Company Ltd, One Creechurch Place, Creechurch Lane, London, UK, EC3A 5AF

Limit of Liability: £5,000,000

Our excess insurers are:

Markel International Ins Co Ltd, The Market Building, 49 Leadenhall Street, London EC3A 2EA

Limit of Liability: £5,000,000.

#### **7.1.4 Data protection**

Information in relation to our data protection obligations and in relation to the security of your electronic data is set out in the client care letter, and in our Privacy Policy, available at <http://www.rfblegal.co.uk/rfb-privacy-policy>.

#### **7.1.5 Storage and retrieval of documents**

After completing the work, we will be entitled to keep all your papers and documents while there is still money owed to us for fees and expenses. We will keep our file of your papers for up to 6 years, except those papers that you ask to be returned to you. We will not charge for this storage. We store files on the understanding that we can destroy them in 6 years after the date of the final bill. We will not destroy documents you ask us to deposit in safe custody.

If we take papers or documents out of storage in relation to continuing or new instructions to act for you, we will not normally charge for such retrieval.

However, we may charge you both for time spent retrieving the file and producing it to you, providing additional copies of any documents, and reading correspondence or other work necessary to comply with your instructions in relation to retrieved papers.

#### **7.1.6 Outsourcing of work**

Sometimes we ask other companies or people to do photocopying or other work on our files to ensure this is done promptly and in the most cost-effective manner. We will always seek a confidentiality agreement with these outsourcing providers. If you do not want your file to be outsourced, please tell us as soon as possible.

#### **7.1.7 External Audit of files**

External firms or organisations may conduct audit or quality checks on our practice, such as our regulator, our accountants or assessment bodies for quality accreditations. These external firms or organisations are required to maintain confidentiality in relation to your file. Please contact Rebecca Roberts if you do not wish your files to be disclosed to external auditors.

#### **7.1.8 Limiting liability**

Your contract is solely with Ronald Fletcher Baker LLP, which has sole legal liability for the work done for you and for any act or omission in the course of that work. No representative, partner, member, officer, employee, agent or consultant of Ronald Fletcher Baker LLP will have any personal legal liability for any loss or claim.

Unless explicitly agreed otherwise, in writing:

1. we do not owe, nor do we accept, any duty to any person other than you; and
2. we do not accept any liability or responsibility for any consequences arising from reliance on our advice by any person other than you.

We are not responsible for any failure to advise or comment on matters falling outside the scope of our instructions, as set out in these Terms of Business and the Client Care Letter.

Our maximum liability to you (or any other party we have agreed may rely on our services) in any single matter or group of connected matters which may be aggregated by our insurers will be limited to £10,000,000 including interest and costs unless we expressly state a higher amount in the Client Care letter.

We will not be liable for

1. losses that were not foreseeable to you and us when this contract was formed;
2. losses not caused by any breach on the part of the firm; and
3. business losses, including losses sustained by any individual not acting for purposes of their trade, business, craft or profession.
4. any consequential, special, indirect or exemplary damages, costs or losses or any damages, costs or losses attributable to lost profits or opportunities, harm to reputation or loss of goodwill

We can only limit our liability to the extent the law allows. In particular, we cannot limit our liability for death or personal injury caused by our negligence.

Please ask if you would like us to explain any of the terms above.

#### **7.1.9 Regulated Services**

Ronald Fletcher Baker LLP is authorised and regulated by the Solicitors Regulation Authority (the SRA), The Cube, 199 Wharfside Street, Birmingham, B1 1RN and we have the following registration numbers: City office - 512598; West End office – 523362; Manchester office - 630156; Exeter office - 810075.

We are governed by a Code of Conduct and other professional rules, which you can access on the SRA's website [www.sra.org.uk](http://www.sra.org.uk) or by calling 0370 606 2555.

#### **7.1.10 Applicable law**

Any dispute or legal issue arising from our terms of business will be determined by the law of England and Wales, and considered exclusively by the English and Welsh Courts.

#### **7.1.11 Terminating the retainer**

You may terminate your instructions at any time, by giving us notice in writing. We are entitled to keep all your papers and documents whilst there is money owing to us for our charges and expenses.

We may decide to stop acting for you only with good reason, for example if you do not pay a bill or comply with our request for payment on account, if you ask us to work in an improper or unreasonable way, if you decline to give us clear or proper instructions on how we are to proceed, or if it is clear that you have lost confidence in how we are carrying out your work. We must give you reasonable notice that we will stop acting for you.

If you or we decide that we will no longer act for you, you are liable to pay our charges up until that point, and, where appropriate, for transferring the matter to another adviser if you so request. These are calculated on the basis set out in our letter confirming your instructions.

#### **7.2 Confidentiality**

The information and documentation you provide us is confidential and subject to legal professional privilege unless stated otherwise in this document or our letter confirming your instructions, eg in relation to prevention of money laundering and terrorist financing, or we advise you otherwise during the course of your matter. We cannot absolutely guarantee the security of information communicated by email or mobile phone. Unless we hear from you to the contrary, we will assume that you consent for us to use these methods of communication.

#### **7.3 Acting for Limited Companies**

When accepting instructions to act on behalf of a limited company, or continuing to act, we may require a Director and/or controlling shareholder to sign a form of personal guarantee in respect of our charges and expenses. If such a request is refused, we may decide not act on behalf of the company.

#### **7.4 Mortgage fraud**

Where we are representing you or acting on your behalf with regards to purchase of a property we may also be acting for your proposed lender. We have a duty to fully reveal to your lender all the relevant facts about the purchase and mortgage. This includes: any differences between your mortgage application and information we receive during the transaction, any cash back payments or discount scheme that a seller is giving you.

#### **7.5 Politically Exposed Persons**

We request that you tell us if you are or have been a Politically Exposed Person in any jurisdiction, or are a family member or close associate of one.

A list of members is open for inspection at our registered office and principal place of business, 77 Baker Street, London, W1U 6RF.

Ronald Fletcher Baker LLP is authorised and regulated by the Solicitors Regulation Authority: ID 512598.  
Ronald Fletcher Baker LLP is a limited liability partnership registered in England and Wales: Number OC345891.  
Partner refers to a member of the LLP or an employee of equivalent standing and qualifications.  
RFB Legal is a trading style of Ronald Fletcher Baker LLP.

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## **7.5 Banking and related matters**

### **7.5.1 Payment of interest**

We will pay a fair sum of interest to clients or third parties on client money we hold on their behalf.

We will not pay interest:

1. on money we are instructed to hold outside a client account in a manner that does not attract interest, e.g. cash held in our safe;
2. where the amount of interest is less than £50;
3. where we agree otherwise, in writing, with you or the third party for whom the money is held.

Please ask us if you would like to see our written payment of interest policy.

### **7.5.2 Receiving and Paying funds**

We discourage payments for any purpose by cash and reserves the right not to accept any cash payments. We also reserve the right to refuse to accept cheques. In appropriate circumstances we may accept cash or cheques up to £500.00 only. If you try to avoid this policy by depositing cash or cheques directly with our bank, we may decide to charge you for any additional checks we decide are necessary to prove the source of the funds and this also could cause delays. If we receive money in relation to your matter from an unexpected source, there may be a delay in your matter and we may charge you for any additional checks we decide are necessary. Where we have to pay money to you, it will be paid by cheque or bank transfer. It will not be paid in cash or to a third party.

### **7.5.3 Bank failure and the Financial Services Compensation Scheme**

We are not liable for any losses you suffer as a result of any bank in which we hold client money being unable to repay depositors in full. You may, however, be protected by the Financial Services Compensation Scheme (FSCS).

The FSCS is the UK's statutory fund of last resort for customers of banking institutions. The FSCS can pay compensation up to £85,000 if a banking institution is unable, or likely to be unable, to pay claims against it.

The limit is £85,000 per banking institution. If you hold other personal money in the same banking institution as our client account (Natwest), the limit remains £85,000 in total. Some banking institutions have several brands. The compensation limit is £85,000 per institution, not per brand.

The FSCS also provides up to £1m of short-term protection for certain high balances, e.g. relating to property transactions, inheritance, divorce or dissolution of a civil partnership, unfair dismissal, redundancy, and personal injury compensation (there is no financial limit on protection for personal injury compensation). This is called the temporary high balance scheme and, if it applies, protection lasts for a maximum of six months.

The FSCS (including the temporary high balance scheme) will apply to qualifying balances held in our client account. In the unlikely event of a deposit-taking institution failure, we will presume (unless we hear from you in writing to the contrary) we have your consent to disclose necessary client details to the FSCS.

More information about the FSCS can be found at <https://www.fscs.org.uk>.

### **7.5.4 Un-Presented Cheques**

If you fail to present a cheque drawn on our client account we reserve the right not to recalculate the interest and / or make a reasonable charge for the additional administration incurred.

## **7.6 Financial Services**

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 [www.fca.org.uk/firms/financial-services-register](http://www.fca.org.uk/firms/financial-services-register).

We are also not authorised by the FCA to provide investment advice services. If you need advice on investments, we may refer you to someone who is authorised by the FCA to provide the necessary advice. However, because we are regulated by the SRA, we may be able to provide certain limited investment advice services where these are closely linked to the legal work we are doing for you. This is 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.

The SRA is the independent regulatory arm of the Law Society. The Legal Ombudsman deals with complaints against lawyers. If you are unhappy with any financial service you receive from us, you should raise your concerns with the SRA or Legal Ombudsman.

## **7.7 Right to Cancel**

### **7.7.1 How to Cancel**

If your matter is a personal one (i.e. for purposes which are wholly or mainly outside your trade, business, craft or profession), then you have the right to cancel this contract within 14 days of the date given on the letter accompanying these terms of business without giving any reason. This right to cancel will expire after 14 days from the day of the conclusion of the contract, (which is the date of the Client Care letter).

To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or e-mail). 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.

#### **7.7.2 Right to Cancel - Effects of cancellation**

If you cancel this contract, we will reimburse to you all payments received from you unless you asked us to start work during the cancellation period.

We will make the reimbursement;

1. without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this contract.
2. 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.

#### **7.7.3 Asking us to start work during the cancellation period**

If you asked us to start work during the cancellation period, you will not lose your right to cancel. If you subsequently cancel during the cancellation period we will charge you for the work we have done on a pro-rata basis. This will be an amount which is in proportion to what has been performed, until you told us you wished to cancel.

You will, however, lose the right to cancel and will have to pay in full once the contract had been fully performed (i.e. we complete the work) even if this happens within 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.

#### **7.8 Cyber Crime and Fraud**

You may be aware that cyber-crime is on the increase and that like other business sectors, law firms and their clients are being targeted. We take our responsibilities to look after your information extremely seriously, which is why we employ the latest security measures to try and avoid you and our firm from becoming victims. One way criminals try and steal money is to hack into legitimate emails passing between a law firm and their clients, they then try and convince the client that their law firm has changed its bank account details and get them to transfer money to a fraudulent account. We do not change our bank account details, so if you ever receive correspondence saying we have please contact us before transferring any money to the "new" account, as it is likely to be a fraud. We will also try and avoid changing the people who deal with your matter, so if anyone contacts you with a different name to that notified to you by us, please contact us before doing anything further.

A list of members is open for inspection at our registered office and principal place of business, 77 Baker Street, London, W1U 6RF.

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