



TERMS OF BUSINESS

Who are we, where we are and how to contact us:

PGMBM (a trading name of Excello Law Limited)

5 Chancery Lane

London

WC2A 1LG

We trade under the name PGMBM but we are one and the same company.

Email Address: cneill@pgmbm.com or cwalters@pgmbm.com

The office is open from 0900 to 1800 Monday to Friday.

The Service:

You are instructing PGMBM to represent you on a pro-bono basis against Sanctuary Student Homes Limited.

Please let us know if you have any special needs, or other requirements, so that we can make the necessary arrangements to enable us to communicate better with you.

Our responsibilities:

- We will update you in writing with progress on your case at least quarterly.
- We will communicate with you in plain language.
- We will explain to you in writing the legal work required as your case progresses.
- We will update you on the cost of your case every six months.
- We will update you on whether the likely outcomes still justify the likely costs and risks associated with your case whenever there is a material change in circumstances.
- We will update you on the likely timescales for each stage of this matter and any important changes in those estimates.
- We will continue to review whether there are alternative methods by which your case can be funded.
- We will review your case regularly.
- We will advise you of any changes in the law relevant to your case.
- We will 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 case.

Vetting of Files and confidentiality:

External firms or organisations may conduct audit or quality checks on our practice, in which case they will be required to maintain confidentiality in relation to your files.

Money Laundering:

For the protection of all our clients, we operate a money laundering reporting procedure. Should there be any suspicion of money laundering we will inform the appropriate authorities.

Issue of Proceedings and Signing of Statement of Truth:

As we wish to act in your best interests by dealing with your claim in an efficient and effective manner we may deem it necessary to issue Court proceedings against the Defendant. By agreeing to our terms of business you agree to allow us to commence Court proceedings in your name as soon as we deem it to be in the best interest of your claim. You may opt out from these provisions by confirming the same to us in writing prior to the commencement of Court proceedings.

Right to Cancel

By law you have the right to cancel this contract within 14 days without giving any reason (the cooling off period). The cancellation period will expire after 14 days from the day on which the agreement is entered into. Please note we will not perform any work under this agreement until the expiry of this period.

To exercise the right to cancel, you must inform us by post, fax, email, in person or by telephone at the contact details provided above of your decision to cancel this contract by a clear statement. You may use the attached model cancellation form, but it is not obligatory.

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

In addition to the above cooling off period, as this is a contract with no fixed end date, you may terminate your instructions to us in writing at any time after the cancellation period has expired, but we can keep all your papers and documents while there is still money owed to us for fees and expenses.

Your opponent's Professional Charges and Expenses ("Costs")

In the event that it is necessary to commence litigation on your behalf, you will be given advice in respect of After the Event Insurance that we will recommend be purchased on your behalf in order to protect against the risk of any adverse costs.

Code of Conduct

PGMBM (a trading name of Excello Law Limited) is authorised and regulated by the Solicitors Regulation Authority. As such is required to follow the SRA's Code of Conduct which is contained within the SRA's Handbook which can be located on their website at the following URL address <http://www.sra.org.uk/solicitors/handbook/welcome.page>

Complaints

If at any point you become unhappy with the service we provide to you then please inform us immediately so that we can do our best to resolve the problem for you. You can obtain a copy of our complaints procedure here <https://pgmbm.com/complaints-handling-policy/>

If we are unable to resolve your concerns then you can have the complaint independently looked at by the Legal Ombudsman. The Legal Ombudsman investigates complaints about service issues with lawyers.

If you would like more information about this service, please contact the Legal Ombudsman directly. You can find out more about their service by visiting www.legalombudsman.org.uk or contacting them on 0300 555 0333 or in writing at Legal Ombudsman, PO Box 6806, Wolverhampton, WV1 9WJ.

Before accepting a complaint for investigation the Legal Ombudsman will check that you have tried to resolve your complaint with us first. If you have, then you must take your complaint to the Legal Ombudsman:

1. Within six months of receiving a final response to your complaint

and

2. No more than six years from the date of act/omission; or

No more than three years from when you should reasonably have known there was cause for complaint.

Barristers:

If we instruct counsel on your behalf and you wish to make a complaint about their services you can do this through us or directly with the chambers. Full details of their complaints procedures can be found at their website or they are available upon request. If you remain dissatisfied with the chambers' complaint process you may contact the Legal Ombudsman. You should allow up to 8 weeks for the chambers to resolve the complaint and the complaint should be referred to the Legal Ombudsman no later than 12 months from the date when the problem first arose or from the date when you should reasonably have become aware there was cause for complaint.

Limitation of Liability

Our liability to you for a breach of your instructions shall be limited to £15m, unless we expressly state a higher amount in the letter accompanying these terms of business. 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.

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.

We limit our liability to you for claims:

- For breach of contract;
- For breach of duty;
- For negligence (Except where we have entered into a contentious business agreement and insofar as such limitation would be contrary to the Solicitors ACT 1974 s 60 (5); and
- For claims otherwise arising out of or connection with our engagement or the services we provide, in the two ways described below.

Equality and Diversity

We are committed to promoting equality and diversity in all of our dealings with clients, third parties and our employees. Please contact us should you require a copy of our equality and diversity policy.

Storage of Documents

Incoming post is scanned into our case management systems. After scanning, all routine correspondence is shredded, but important original documents are retained until case conclusion. Outgoing correspondence and file records are imaged directly into our computer system so there are no paper carbons. Your computer file will usually be electronically archived within one month of conclusion and we will retain your file for 7 years only. However, we have no paper storage facilities so if there are any original paper documents which you wish to retain, please notify us **before** your claim is concluded so that we can forward any such items to you for safekeeping. If you require us to retrieve a file from our archive database and reinstate it in paper format, we will charge you for this facility. An explanation of how these charges are calculated is provided above.

Data Protection

We use the information you provide primarily for the provision of legal services to you and for related purposes including:

- Updating and enhancing our client records.
- Analysis to help us manage our practice.
- Legal and regulatory compliance.

Our use of that data is subject to your instructions, the General Data Protection Regulation, Data Protection Act 2018 and our duty of confidentiality. Please note that our work for you may require us to give information to third parties such as medical agencies, expert witnesses and other professional advisers. By entering into this agreement you agree to us providing your information to others necessary for the progression of your claim. You have a right of access under data protection legislation to the personal data that we hold about you subject to the charges explained above.

We may monitor, record, store and use any telephone, email or other communication with you in order to check any instructions given to us, for training purposes, for crime prevention and to improve the quality of our customer service.

Your Responsibilities

We will need from you all necessary documentation to support your claim and to enable us to conclude it as quickly as possible.

Please be aware that it is your responsibility to seek and attempt to retain evidence that could be vital to the success of your claim, such as witness information, photographs of defects and injuries, etc. Several items of evidence can easily become no longer obtainable after certain periods of time. If you are aware of any evidence that you need to obtain, you will need to do as a matter of urgency and as soon as possible after your accident.

Duty of Confidentiality

Please be aware that legal advice we provide to you by phone, email, letter, and in any other format is privileged and must never be disclosed to the Defendant(s), their lawyers, and/or the Court, and must remain private. It is important that all my communications with you are treated as confidential because **it might harm your prospects of success if you share information** about your claim with others. This includes posting information about your case or anything about your claim on social networking sites and support groups. In previous litigations we have been involved in, some Claimants have discussed legal claims online via social media, forums, and other such places which, in my experience, are platforms that Defendants and their lawyers will monitor to obtain information to use to their advantage.

Honesty and Credibility

You must be honest with us and the experts / third parties we instruct for your claim at all times. Defendants, insurers, and solicitors do have access to databases, and can obtain records, which can be used to question and / or undermine your credibility as a Claimant/Defendant; particularly if you withhold information. For example, they have access to databases which show previous accidents you have been involved in, and previous claims you have made. If you therefore do not tell us or a medical expert (as an example) about a previous accident, or you deny being involved in

a previous accident when asked, your credibility can be called in to question in the event this is not accurately addressed in your case and conflicts with databases and records they have access to.

If you are unsure, please speak to your File Assistant or Solicitor – **we are here to help**. This is very important for you to understand because, through our extensive experience helping people making claims, Defendants, insurers, and solicitors can, and often will, use anything they can to discredit you as a Claimant/Defendant. This in itself can include things you post on social media sites such as Facebook and Twitter which, as advised above, can be subject to monitoring from the claimants/defendants side. An example of this might be where you claim losses for being unable to work or unable to use a gym, but post on social media outlets that you are “at work” or have been to the gym during a time you are claiming to be off work or unable to use a gym. Factors like this, which may seem small, can actually have a significant impact on your claim, because any evidence that suggests you are not credible can be used to “strike out” a claim in its entirety. A strike out is where your claim is essentially stopped by the Court, and can leave you responsible for paying the Defendants fees and our fees in the event you are found to have been dishonest.

You therefore have a duty not to put any information regarding your claim into the public domain, such as Google, Facebook or Twitter.

Fundamental dishonesty (as outlined separately in this agreement) can, in the worst case scenario, lead to contempt of court, perjury, and custodial sentences. Please ensure you are always honest when providing us and our instructed third parties with instructions. If you are ever unsure, please ask us and we will be happy to guide you and help you.

Further to all other responsibilities contained within this agreement you must specifically:

1. Follow our advice.
2. Provide, at your own expense, any proof, evidence, certificates and assistance we may reasonably request of you in connection with your claim.
3. Co-operate with us fully.
4. Take all reasonable steps to recover any costs or expenses and to minimise the amount payable by us under our cover.
5. Take all reasonable steps to resolve disputes that otherwise may give rise to a claim.
6. You must not abandon or withdraw any claim or legal proceedings or withdraw instructions from us without our consent.
7. You must not pursue a claim in any way against our advice.
8. You must not incur any fees, costs, expenses or disbursements without our consent and/or recommendation.

Mitigation of Loss:

In accordance with the common law every party has a duty not to unreasonably incur losses. If you fail to take such reasonable steps your opponent may raise ‘mitigation’ arguments. If you require further information about your duty please contact me.

Statement of Truth:

When signing a Statement of Truth you are confirming that you have an honest belief in the truth of the content of statement/document being verified. Should you sign a Statement of Truth or cause a Statement of Truth to be signed without such an honest belief of the truthfulness of the statement proceedings for contempt of court may be against you. If you are found to be in contempt of court you may be subject to a fine and/or imprisonment. **You authorise PGMBM to sign a statement of truth on your behalf and in providing your ongoing instructions verify that you have an honest belief in the truthfulness of those instructions.**

Right to Amend

PGMBM reserves the right to amend these terms of business at any time and you agree that by providing continuing instructions following the sending of the amended Terms of Business to be bound by its changes unless you specifically agree in writing a change you do not agree with within 14 days; in such instance the previous term will prevail.

CONFIDENTIAL

PLEASE ONLY SIGN THIS IF YOU DO NOT WANT TO CONTINUE THE CLAIM

THIS IS A CANCELLATION FORM ONLY – YOU DO NOT NEED TO SIGN THIS IF YOU INTEND TO CONTINUE WITH THE CLAIM

Cancellation form

To
PGMBM (a trading name of Excello Law Limited)
5 Chancery Lane
London
WC2A 1LG

Email: cneill@pgmbm.com or cwalters@pgmbm.com

I, hereby give notice that I cancel my contract for the supply of legal services against Sanctuary Student Homes Limited.

Name of client:

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Address of client:

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Signature of Client (only if this form is notified on paper),

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Date



5 Chancery Lane, London, WC2A 1LG
www.pgmbm.com

PGMBM is a trading name of Excello Law Limited. Registered Office: 5 Chancery Lane, London, WC2A 1LG Registered in England and Wales No. 6284764.
PGMBM Limited is authorised and regulated by the Solicitors Regulation Authority. A list of directors is available for inspection at our registered office. Please note that we do not accept service by fax.

The term "partner" is used to refer to an employee or consultant of PGMBM (which is a trading name of Excello Law Limited). No reference to a "partner" is to imply that any person is carrying on business with others in partnership for the purposes of the Partnership Act 1890 or Limited Liability Partnerships Act 2000 (including any amendments). Confirmation as to the official status of a "partner" can be provided upon request.