



May 2019

TERMS OF BUSINESS

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A. ABOUT US

1. Zyda Law (we/us/our) is committed to providing you with an excellent level of service. These standard terms of business are to be read in conjunction with our Letter of Engagement to you relating to each transaction, which together form the basis of the contract between you and Zyda Law.
2. These Terms of Business do not affect your statutory rights.
3. Our full contact details are:

✉ Old School House
44 Wellington Road
Nantwich
Cheshire
CW5 7BX

☎ 0345 222 8515

📧 secretary@zydalaw.com

B. OUR REGULATORY STATUS

4. Zyda Law is the trading name of a recognised sole practitioner. For all regulated legal work, Zyda Law is authorised and regulated by the Solicitors Regulation Authority (“SRA”) (Registration number: 557390).
5. The professional rules relating to solicitors can be accessed on the SRA website at <http://www.sra.org.uk/handbook/>.
6. Our VAT registration number is 857 946 659.

C. OUR CONTRACT WITH YOU

6. Your contract is with Zyda Law and any work done for you by a solicitor, consultant or employee of Zyda Law is given or done by that individual on behalf of Zyda Law. No such individual will owe a personal duty of care to you.
7. Unless instructed by you in writing to the contrary, we shall be entitled to assume that any of your directors, employees, partners, consultants, agents or professional representatives who give instructions to us are authorised to do so and that we may act upon such instructions.

D. THIRD PARTIES

8. All work done and advice provided by us is for your personal use and benefit only. You may not supply this to any other person unless we have given you prior approval in writing.
9. No third party shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the terms of the contract between you and us.

E. GOVERNING LAW AND JURISDICTION

10. The contract between you and us is governed by and construed in accordance with the laws of England.
11. Subject to the following proviso, any disputes or claims arising shall be subject to the exclusive jurisdiction of the courts of England.
12. The proviso is that, if you are a consumer as defined in the Consumer Rights Act 2015 and your main or usual place of residence is in Scotland, any disputes or claims arising shall be subject to the exclusive jurisdiction of the courts of Scotland.

F. OUR PROFESSIONAL INDEMNITY INSURANCE

13. We hold professional indemnity insurance in accordance with the Solicitors Indemnity Insurance Rules. Our level of cover is £2million.
14. Our professional indemnity insurance is underwritten by CBL Insurance Europe DAC. The territorial coverage of our insurance is worldwide.
15. If we have to make a notification under the terms of our professional indemnity policy, information about you and your file may be seen by our insurers. Your files may, therefore, be seen by an assessor or another person unconnected with us in the future, unless you notify us in advance in writing that you do not agree to this.

G. LIMITATION OF OUR LIABILITY

16. Should you incur any expenses, damages, losses or liabilities whatsoever (including legal fees) in connection with or arising from the provision of our services, whether in contract, tort or otherwise, and it is found that we are liable to you as

a result, then our total aggregate liability to you shall in no circumstances exceed the sum of £2million.

17. 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.
18. Our liability to you for loss and damage shall also be limited to that portion for which we are ascribed responsibility by a court of competent jurisdiction in accordance with the Civil Liability (Contribution) Act 1978. You agree that for the purposes of assessing any contribution to loss and damage due from any other person that person's liability shall not be limited notwithstanding any agreement made with him before the loss and damage in question occurred.
19. We can only limit or exclude our liability to the extent the law allows. In particular, we cannot limit our liability for fraud or for death or personal injury caused by our negligence. For the avoidance of doubt, these terms of business do not exclude or limit any liability that we may owe to you that cannot be lawfully excluded or limited.
20. Please ask if you would like us to explain any of the terms above.

H. COMMUNICATING WITH YOU

21. We may use email or other electronic means to communicate with you. This carries with it the risk of, but not limited to, interception, inadvertent misdirection or non-delivery. It is your responsibility to carry out a virus check on any attachments received. All risks connected with sending commercially sensitive or other information relating to you or your business are borne by you and are your responsibility.
22. If you do not accept this risk, you must notify us in writing that email is not an acceptable means of communication and also ensure that you do not use email to communicate with us.
23. If you do contact us by email, this shall constitute your agreement to bear all the risks associated with this means of communication. We shall be entitled to treat this as authority for us to communicate with you by email unless you notify us in writing to the contrary.

24. We may from time to time send you information that we think might be of interest to you. If you do not wish to receive such information, please notify us in writing.

I. OUR MONEY LAUNDERING OBLIGATIONS

25. The law requires solicitors, as well as many other institutions, to obtain satisfactory evidence of the identity of clients and information concerning the source of client funds. To comply with the law, we need to obtain evidence of your identity as soon as possible. If you are requested to do so you must provide us with documents to verify your identity and must provide details concerning the source of your funds.
26. If we are not given satisfactory information at the appropriate time, we reserve the right to terminate our contract with you. If you cannot provide us with the specific identification requested, please contact us as soon as possible to discuss other ways to verify your identity.
27. To ensure that we comply with money laundering legislation, we may validate name, address and other personal information supplied by you against appropriate third-party databases. You hereby consent to such checks being made. In performing these checks, personal information provided by you may be disclosed to a registered credit reference agency, which may keep a record of that information.
28. All information provided by you will be treated securely in accordance with the Data Protection Act 1998 and the General Data Protection Regulation 2016/679.
29. If you are unable to come in to see us so that we can check your identity documents, we can accept copies. However, those copies will need to be certified by an independent third party, such as a solicitor, chartered accountant or doctor. They should write "*This is a true copy of the original and true likeness of the person*" or "*This is a true copy of the original*", as appropriate, on the copy document, and then sign and date it. They should include their name, occupation and contact details. Alternatively, you may be able to use an identification checking service offered by the Post Office. The Post Office will be able to tell you the procedure and cost involved.
30. We are obliged to keep records relating to your identity and a record of transactions relating to you for at least six years.

31. Solicitors are under professional and legal obligations to keep the affairs of clients confidential in respect of regulated work. However, this obligation is subject to various exceptions. Legislation on money laundering and terrorist financing has placed solicitors under a legal duty in certain circumstances to disclose information to the National Crime Agency. Where any member of our staff knows or suspects that a transaction, on behalf of a client, involves money laundering the staff member may be required to make a money laundering disclosure. If this happens, we may be prohibited from informing you that a disclosure has been made or of the reasons for it. We may also be obliged to suspend our work for you and may not be able to provide an explanation to you as to the reasons why we have done so.
32. You agree that we will not be liable for any costs, claims, penalties, damages or other losses incurred by you resulting from or in connection with our compliance with our professional and legal obligations.

J. OUR DUTIES OF CONFIDENTIALITY AND DISCLOSURE

33. We owe you a duty of confidentiality, but may be required to make disclosures when required by statute, court order, regulation, the SRA or as set out below.
34. We may hold confidential information about a former, current or prospective client that might reasonably be expected to be material to our contract with you. In those circumstances, we may not be able to disclose such information to you. We may also be obliged to terminate our work for you and will tell you if this is the case.
35. Where we hold confidential information about you, we shall not be precluded from acting or continuing to act for another client or prospective client where that information might reasonably be expected to be material to it and it has an adverse interest to you provided that it is reasonable for us to act. In those circumstances, all proper steps will be taken to ensure that confidential information about you is safeguarded, protected and not disclosed including, if appropriate, by the establishment of internal information barriers, in accordance with our professional and regulatory obligations.
36. You agree that we may disclose our files to regulatory bodies, our auditors, courts or other bodies working with us, as appropriate, in the exercise of their powers or in order to carry out work for you.

37. If we are required, for any reason (whether during the course of a matter or after it has terminated or completed), compulsorily to disclose documents or to give information, orally or in writing, relating to a matter or your affairs pursuant to a court order, notice or demand served by an entity or person with the authority to compel such disclosure, then we shall comply. If any documents or information are subject to legal professional privilege, then, if possible, we will let you know and advise you of the opportunity to claim privilege. Unless you confirm any claim to privilege in writing, we reserve the right to treat it as waived. Should you decide to claim privilege, we shall be entitled to charge you for any consequential work, including any disbursements.
38. Please note that under section 58A of the Value Added Tax Act 1994 and related regulations, it is your responsibility to disclose certain types of VAT avoidance or mitigation schemes to which you are a party to HM Revenue and Customs. We are not able to advise you as to whether or not such a disclosure is required in any given case as the existence of such a scheme will not necessarily be apparent to us from our work on a transaction.
39. Additionally, under the Finance Act 2004 and related regulations, we may be obliged to disclose details of certain tax mitigation or avoidance arrangements to HM Revenue and Customs unless legal professional privilege (“LPP”) applies. If LPP applies, it is your responsibility to make the relevant disclosures unless you give us written notice that LPP is waived. We are not able to advise you as to whether or not such a disclosure is required in any given case as the existence of such a scheme will not necessarily be apparent to us from our work on a transaction.
40. We may use anonymised information about our work for you for promotional purposes. If you do not wish for us to do so, please let us know in writing.

K. OUR DATA PROTECTION RESPONSIBILITIES

41. Your details and any details of key individuals within your organisation may be entered into our database. Such details will also be kept on our database for administration and accounting purposes, to enable us to undertake any searches with credit reference agencies and so that we can send you, or such key individuals, relevant information about us, our services and about developments and events which we consider to be of interest to you. By instructing us to act you signify consent on behalf of all relevant individuals.

42. This contract between you and us confirms your consent to our processing of your personal data. Processing includes obtaining, recording and holding your personal data whether in manual or electronic format. Our use of your personal information is subject to your instructions, the Data Protection Act 1998, the General Data Protection Regulation and our duty of confidentiality.
43. However, except as permitted by these terms of business or as required by law, we will not disclose to any third party any information provided by you without your consent. All personal information will be processed in accordance with applicable privacy laws.
44. We use the information you provide primarily for the provision of legal services to you and for related purposes including:
- updating and enhancing client records
 - analysis to help us manage our practice
 - statutory returns
 - legal and regulatory compliance
45. Please note that our work for you may require us to give information to third parties such as expert witnesses and other professional advisers. You agree that we may do so.
46. We may from time to time send you information that we think might be of interest to you. If you do not wish to receive that information, please notify our office in writing.
47. You have a right of access under data protection legislation to the personal data that we hold about you and can request access to it by contacting us. If you believe that any of the personal information held by us may be incorrect, please let us know.

L. OUR APPROACH TO OUTSOURCING

48. Sometimes we ask other companies or people to undertake work on our files to ensure this is done promptly. We will always seek a confidentiality agreement with these outsourced providers.

49. You hereby agree that we may outsource work on your matter at our absolute discretion, including disclosing information about you or your file to persons outside the EU. Where we outsource work, we will do so in accordance with such outsourcing policy as we may adopt from time to time.
50. In particular, the development and hosting of our cloud-based computer system is outsourced to Daptiv Solutions LLC. Daptiv Solutions LLC is contractually bound by us to protect the privacy of your personal information and will not share your personal information with any third party.

M. AUDITING OUR FILES

51. External firms or organisations may conduct audit or quality checks on our practice from time to time. They may wish to audit or quality check your file and related papers for this purpose. It is a specific requirement imposed by us that these external firms or organisations fully maintain confidentiality in relation to any files and papers which are audited or quality checked by them. Your files may also be reviewed in a due diligence exercise relating to the sale or transfer of all or part of our business, the acquisition of another business by us or the acquisition of new business.
52. If you do not wish your file to be used in this way, please let us know in writing as soon as possible.

N. INTELLECTUAL PROPERTY RIGHTS

53. We retain all copyright and other intellectual property rights in all materials and know-how developed or created by us, either before or during the course of carrying out any work for you.

O. FINANCIAL SERVICES AND INSURANCE MEDIATION

54. We are not authorised by the Financial Conduct Authority under the Financial Services and Markets Act 2000 ("FSMA").
55. However, we are permitted in certain circumstances to offer a limited range of services to clients because we are regulated by the Solicitors Regulation Authority (SRA), including in relation to our carrying on any exempt regulated activities under the FSMA. As such, we are permitted to carry on a limited range of activities

relating to investments and insurance mediation that may reasonably be regarded as a necessary part of our legal services.

56. The scope of our contract with you does not and will not include giving you advice on the merits of entering into any particular investment or policy of insurance. When providing our services we will assume that you have decided, or will decide, to negotiate and enter into any such transaction solely on the basis of your own evaluation of the same and any advice which you may receive from a person authorised under the FSMA.
57. We will not communicate, either to you or on your behalf to any other person, any invitation or inducement to engage in investment or insurance activity, and nothing we write or say should be construed as any such invitation or inducement.
58. If you have any problem in respect of such services, please let us know. We will try to resolve any problem quickly. We operate an internal complaints handling system to help us to resolve any problems. If for any reason we are unable to resolve the problem between us, the SRA provides a complaints and redress scheme.

P. OUR FEES

59. Unless otherwise agreed between us in writing, we will charge you for work carried out as follows:

time spent – we charge hourly rates for any time spent dealing with your work. Each hour is divided into four, 15-minute units and we will charge you for each unit or part thereof – hourly rates quoted are exclusive of VAT;

routine letters, emails and telephone calls – each routine letter, email and telephone call is charged as one unit of time. Letters, emails and telephone calls that take longer than six minutes may be charged on a time spent basis at our discretion;

disbursements – we charge for all disbursements incurred. Disbursements are payments that we make on your behalf and may include, for example, court fees, expert's fees, search fees, stamp duty, registration fees and counsel's fees;

expenses - we charge for all travel and subsistence costs, transaction fees (including bank fees), courier fees, external copying and document production and other similar expenses, necessarily incurred by us, at cost or appropriate standard rates; and

VAT – we add VAT to our fees and charges, as appropriate, at the prevailing rate; if you believe that our work for you is not subject to VAT then it is your responsibility to provide us with the necessary evidence before we send you the bill.

60. Hourly rates vary depending upon the seniority of the lawyer (or other adviser) and the type of work undertaken. In order to carry out work for you it may be necessary for different lawyers or advisers to be involved.

61. Our current hourly rates are:

Position	Hourly Rate
Principal Solicitor	£350.00
Associate Solicitor	£250.00
Trainee Solicitor	£120.00
Planning Associate	£120.00
Paralegal	£60.00
Support Staff	£40.00

62. All rates are quoted exclusive of VAT.

63. We reserve the right to vary our standard hourly rates. If we do, we will notify you in writing. If you do not agree to the new hourly rates, we may cease to undertake work for you and the contract between you and us will terminate with immediate effect upon either party giving written notice to the other.

64. Although our fees are based primarily on time spent, they may be adjusted by reference to certain factors such as value, urgency (including any need to carry out work outside our normal office hours) and the level of expertise involved. Where

our fees or hourly rates are adjusted, we will inform you in writing before undertaking the relevant item of work.

65. You may place a limit on the amount of fees which may be incurred, without your prior approval. This will limit the work we will be able to do for you. If you wish to do so, you must tell us in writing before we commence the relevant item of work.
66. Any estimates of fees are not intended to be fixed or binding, unless we expressly agree with you to the contrary in writing. If we agree a fixed fee arrangement with you, this will not cover additional work over and above that identified in the accompanying letter of engagement.
67. Furthermore, if you are awarded some or all of your costs by the relevant court, tribunal or body, we reserve the right to bill you for our work at our standard fees as set out in these terms of business even if this exceeds the fixed fee agreed between us for the relevant work. This will enable us to recover our costs from the other side more effectively on your behalf.

Q. MONEY HELD BY US

68. We may require you to make a payment or payments on account, whether in respect of our fees, disbursements or on account of costs generally. If you do not make payment in full when requested, we may suspend or terminate our work for you in accordance with these terms of business.
69. The anti-money laundering guidance which UK banks and other financial services firms must adhere to is issued by the Joint Money Laundering Steering Group ("JMLSG"). The JMLSG considers all clients with funds deposited in our pooled client account to be beneficial owners of that account. The JMLSG does not require banks to routinely identify the beneficial owners of our pooled client accounts, but we must make this information available on request. Accordingly, you hereby agree that we may disclose this information to our bank if required.
70. Interest will be calculated on your money held by us on account in relation to regulated legal services in accordance with SRA rules and such Interest Policy as we may adopt from time to time. A copy of our Interest Policy is available on request. Interest may be paid to you gross in which case you will be responsible for any tax liabilities arising. You agree that we do not have to pay you interest amounting to less than £20.

71. Where we hold monies on your behalf, we shall have the right at our absolute discretion to use these to settle (in whole or in part) any bill owing from you to us unless the funds are already earmarked for some other purpose.
72. Where our work for you is completed or terminated and all of our outstanding bills have been settled in full, any surplus funds will be returned to you unless we agree a different arrangement with you in writing. We will not make payment to anyone other than you except when this is a necessary aspect of the transaction.

R. HOW WE BILL YOU

73. We shall be entitled to bill you at such intervals as we consider appropriate in our absolute discretion. You agree to pay all bills regardless of whether or not our work on your matter is completed.
74. Unless otherwise agreed in writing, all bills are payable immediately upon delivery and will be rendered in pounds sterling.
75. You agree that you are willing to accept delivery of bills sent in electronic form, including by email or fax to any email address or fax number we use to communicate with you.
76. Unless we agree to do so in writing, we do not accept payment in cash either from clients direct or deposited with our bank.
77. We may at our discretion charge interest on outstanding bills from the date of delivery if these are not paid in full within seven days of delivery (or such other period as we may agree with you in writing). Interest will be charged at a rate of 4% above the prevailing Bank of England base rate or the prevailing judicial rate (whichever is higher).
78. You remain responsible for full payment of all bills even if your matter does not proceed to completion or if a third party (including an insurer) who has agreed to pay or has been ordered to pay fails to do so.
79. When we are instructed jointly by or on behalf of more than one person on any particular matter, each person for whom we act is jointly and severally liable to pay the full amount of every bill delivered in respect of that matter.
80. If you have a query about any bill, please contact our office in the first instance. If

the query is not resolved and it relates to regulated legal services, you may have the right to object to the bill by applying to the court for an assessment of the bill under Part III of the Solicitors Act 1974.

S. HOW YOU CAN PAY US

81. Payments may be paid by cheque, banker's draft, debit or credit card or electronic bank transfer. A charge may be made by us for debit or credit card payments. Details of our bank account, to which payment should be made, will be included in our bill. Any cheques should be made payable to Zyda Law.
82. You may have legal expenses insurance that covers payments arising from your contract with us, such as our bills or another party's costs. You should check your existing insurance policies, including household, motor and any other major policy. Sometimes you can also take out specialist insurance cover (or obtain other funding) to pay another party's costs; please discuss this with us if you are interested.

T. COURT AND TRIBUNAL COSTS

83. In court or tribunal cases, the court or tribunal may order one party to make a contribution towards another party's costs, either of the whole case or just a part of it.
84. You may be able to recover some of your costs from another party. However, if the other party is legally aided, if they have little or no money or cannot be traced, it may not be possible to recover costs from them.
85. If the court orders another party to pay your costs, the amount paid will rarely exceed about 70% of those costs. Whether you win or lose, instructing us to act for you in a court case will almost certainly cost you money.
86. It is important to understand that, even if another party is ordered to pay costs, you remain responsible for full payment of our bills. You agree to waive the provisions of section 74(3) of the Solicitors Act 1974.
87. You may be ordered to pay costs to your opponent, particularly if you lose. That money is payable by you in addition to our bills.

88. If the court is required to assess the amount of costs payable (by you or by any other person), we will be obliged to incur further costs on your behalf. This may include work undertaken by a costs draftsman instructed by us. We will bill you for these costs, which might not be recoverable from the other side.

U. LEGAL AID

89. We do not undertake legal aid work and we are not franchised by the Legal Services Commission. If you believe that you may be eligible for legal aid then we may be able to direct you to a franchised firm that undertakes legal aid work.

V. COMMENTS AND COMPLAINTS

90. We are committed to providing high quality legal advice and excellent client care. If you are unhappy about any aspect of the service you have received or about a bill you have the right to complain. Please contact Paul Zyda, our Compliance Officer, by email to paulzyda@zydalaw.com or by post to Zyda Law, The Old School House, 44 Wellington Road, Nantwich, Cheshire, CW5 7BX. All complaints must be submitted in writing.
91. A copy of our complaints procedure will be provided to you on request.
92. If you are not satisfied with our handling of your complaint in relation to a regulated service provided by us, you may be able to ask the Legal Ombudsman to consider the complaint. The Legal Ombudsman will be able to tell you if you are entitled to complain.
93. The Legal Ombudsman may be contacted at PO Box 6806, Wolverhampton, WV1 9WJ, by telephone to 0300 5550333 or through www.legalombudsman.org.uk.
94. Normally, you will need to bring a complaint to the Legal Ombudsman within six years from the date of the act or omission, or three years from the date you should reasonably have known there were grounds for complaint (complaints will not be accepted where the act, omission or date of awareness falls before 6 October 2010) or within six months of receiving a final written response from us about your complaint.
95. You may have the right to object to a bill by applying to the court for an assessment of the bill under part III of the Solicitors Act 1974. If you apply for an assessment of a bill the Legal Ombudsman may not deal with a complaint in relation to it.

96. If you are not entitled to bring a complaint to the Legal Ombudsman and in the unlikely event of an unresolved issue arising in connection with our services, which you regard as a complaint, you may contact Paul Zyda using the details set out above.

W. SUSPENDING OR TERMINATING OUR WORK

97. You may terminate our services at any time by giving us written notice.

98. We reserve the right to suspend or terminate our work for you if we have good reason, including:

- If you fail to give us proper instructions;
- If you do not give us the co-operation that we are reasonably entitled to expect;
- If any invoice is not paid, in whole or part, when due;
- If a payment on account is not made when requested; or
- If we consider that we are professionally or otherwise obliged to do so.

99. If we decide to suspend or terminate our work for you we will give you reasonable notice of this.

100. Our contract with you, in respect of any matter, shall not be treated as a whole contract. This means that if we suspend or terminate our work or the matter becomes abortive or you terminate the contract we shall have the right to bill you for work carried out up to the date of suspension, termination or when the matter is aborted.

101. We reserve the right to bill you for any work that we are required to undertake as a consequence of suspension or termination (including removing our name from the court record, if appropriate).

102. You agree to pay any bill rendered to you upon suspension, termination or abortion immediately upon delivery.

X. RETENTION AND STORAGE OF DOCUMENTS

103. We will return your documents to you at your request. However, we are entitled to keep some or all your papers and documents if you owe us money. This is known as a lien and we will tell you if we exercise it.
104. We shall have the right to store documents electronically and may destroy hard copies, with the exception of original documents. Documents will be stored for a minimum of six years. We will not destroy documents that you ask us to deposit in safe custody.
105. We reserve the right to charge you for the storage of documents upon giving reasonable notice to you.

Y. YOUR RIGHT TO CANCEL

106. This section is applicable only to individuals and includes information about your cancellation rights. It applies to distance contracts (such as where the contract between you and us is agreed by telephone, email or post) and off-premises contracts (where the contract is agreed face-to-face, but outside our offices).
107. You have the right to cancel your contract with us within 14 days without giving any reason. The cancellation period will expire after 14 days from the day you receive our Letter of Engagement. We will not undertake any work for you within this 14-day period unless you give us written instructions to do so.
108. To exercise the right to cancel, you must inform us of your decision to cancel the contract by a clear statement (e.g. a letter sent by post or e-mail). You may use the attached model cancellation form, but it is not obligatory.
109. Subject to the following, if you cancel this contract we will reimburse to you all payments received from you, including the costs of delivery (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us). We will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel the contract.
110. Where you have instructed us to commence the performance of our services during the 14-day cancellation period, you shall pay us an amount proportionate to the work that we have carried out for you before the point at which we are

informed of your cancellation of the contract. We may retain monies that we have received from you for this purpose.

ZYDA LAW CANCELLATION FORM

To: Zyda Law

Of: Old School House
44 Wellington Road
Nantwich
Cheshire
CW5 7BX

Tel: 0345 222 8515

Email: secretary@zydalaw.com

Name:

Address:

.....

.....

File Reference Number:

[This can be located on any correspondence you may have received from Zyda Law.]

Date of receipt:

[This is the date on which you received your Letter of Engagement from Zyda Law.]

I/We hereby give notice that I/we cancel my/our agreement for the supply of services from Zyda Law.

Signature:

Signature:

Date:

Date: