

Transition Law

Terms of Business | Client terms — October 2026 | 18 October 2026

These terms are intended primarily for clients engaging our services for business or professional purposes. They should be read with our written engagement confirmation, proposal or service package agreement. Where mandatory consumer rights apply, they are unaffected by these terms.

1. Who we are

1.1 Transition Law is the trading name of Mr Harold Robert Linford and Mrs Jennifer Jane Linford, trading in partnership, providing independent paralegal legal services and data protection and governance consultancy. Our correspondence address is Law Chambers MV-036, The Exchange, 73 Barton Street, Tewkesbury, GL20 5PY. Our email is office@transitionlaw.com and telephone number is 0330 2233 506.

1.2 We are not a firm of solicitors or barristers and are not regulated by the Solicitors Regulation Authority. We do not undertake reserved legal activities under the Legal Services Act 2007. Where a matter requires an authorised practitioner, we will explain that and, if agreed, help identify or coordinate suitable support.

1.3 Transition Law voluntarily adopts and maintains its own Professional Code of Conduct and Ethics, setting out our commitments to integrity, competence, confidentiality, independence, client care and professional accountability. The Code is published on our website and reviewed at least annually. It does not represent accreditation by, membership of, or regulation through an external professional organisation.

2. Formation and scope of engagement

2.1 We normally begin with a preliminary discussion to understand your requirements and whether we can assist. Unless expressly agreed otherwise, no charge is made for an initial scoping discussion; substantive advice may be chargeable.

2.2 We will confirm the client's identity, scope, deliverables, exclusions, fee basis and any relevant assumptions in an engagement email, letter or proposal (the Engagement Confirmation). Our contract comprises that confirmation, these terms and any specifically agreed schedules. If they conflict, the more specific Engagement Confirmation takes precedence.

2.3 We act only for the person or organisation named as client. We may rely on instructions from a person reasonably appearing authorised to act for an organisational client, subject to any authority arrangements agreed in writing. Where

two or more persons are joint clients, their authority to instruct and liability for fees will be stated in the Engagement Confirmation.

2.4 Changes to the scope or material assumptions may affect cost or timescale. We will agree material changes before undertaking additional chargeable work. No variation is effective unless confirmed by us in writing.

3. Professional services and limitations

3.1 We exercise reasonable care and skill in providing the agreed services. Advice is based on the information and instructions available to us and on the law and guidance applicable at the time it is given.

3.2 Unless expressly agreed, our advice concerns the law of England and Wales. We do not advise on the law of other jurisdictions. We do not guarantee a particular result, decision by a regulator, or outcome in a dispute.

3.3 Our work does not create a solicitor–client relationship or automatically attract legal professional privilege. We will identify any material limitation on our role where relevant.

4. Your responsibilities

4.1 Please provide complete and accurate instructions, relevant documents and timely decisions; tell us promptly of material changes; and check draft documents and factual statements we send for approval.

4.2 We may rely on information you provide without independent verification unless verification forms part of the agreed scope or is otherwise necessary. Delays or omissions in instructions may affect delivery dates and costs.

4.3 You remain responsible for management decisions, regulatory accountability and implementation of our recommendations unless the Engagement Confirmation expressly allocates particular tasks to us.

5. Fees and invoicing

5.1 Our Engagement Confirmation will state whether fees are fixed, calculated by reference to time spent, charged under a retainer or governed by a service package. Any applicable hourly rates and charging increments will be agreed or identified before chargeable work begins.

5.2 The standard fee for the agreed work will be identified in the Engagement Confirmation. We may offer a commercial discount, including a prompt-payment discount, on expressly agreed conditions. Where a seven-day discount is offered, it applies only if the discounted sum is received in cleared funds within seven calendar

days of the invoice date (or the specific deadline agreed in writing). If that condition is not met, the discount is withdrawn and the full standard fee identified in the Engagement Confirmation becomes payable. The discount is an incentive for prompt payment, not the standard fee. We may waive or extend the condition at our discretion in writing. Where expressly agreed, time is of the essence for the payment deadline.

5.3 We will advise you of foreseeable third-party expenses and disbursements and seek approval before incurring material costs on your behalf. Applicable VAT treatment will be shown on invoices.

5.4 If fees are time-based, we will provide a reasonable estimate or budget where practicable. You may agree a written fee ceiling; we will seek authority before exceeding it. Estimates are not fixed-price commitments unless expressly stated as such.

5.5 We may charge for work properly carried out even if a matter does not proceed or achieve the hoped-for result, subject to any fixed-fee agreement, statutory rights and the termination provisions below.

6. Advance payments and annual packages

6.1 We may require advance payment of a fixed fee or a payment on account of our own future professional fees. Such payments are not represented as deposits into a solicitor's client account. We will account for sums received and apply them against fees properly due under the engagement.

6.2 Where work ends before completion, we will reconcile advance payments against services supplied and any other properly chargeable sums, and refund any balance due. Nothing in these terms removes mandatory statutory cancellation or refund rights.

6.3 Annual professional service packages are agreed for a fixed period, normally twelve months, at preferential rates reflecting the agreed scope and commitment. The package fee reflects anticipated requirements and estimated professional time, but an estimate of hours is not an automatic ceiling or an unlimited entitlement to services. Unless otherwise agreed, the agreed services remain available throughout the fixed term even if the client gives notice that they do not wish to renew.

6.4 We may, at our discretion, accommodate modest additional requirements without further charge. Where requirements materially exceed the agreed scope or assumptions, we will discuss and agree any additional charges before undertaking extra chargeable work. Fees paid in advance are not ordinarily refundable merely because the client does not use the services or chooses not to renew; this does not affect statutory rights or remedies for our breach of contract.

6.5 Annual packages expire automatically at the end of their agreed term. There is no automatic renewal, rolling commitment, advance notice requirement to prevent renewal, or renewal or cancellation charge. Renewal occurs only where the client positively agrees to a further engagement. Expiry of a package does not automatically end a separate ongoing engagement.

7. Overdue invoices

7.1 If an invoice remains unpaid, we may remind you, seek payment and, on reasonable notice, suspend or decline further work where lawful and proportionate, taking reasonable steps to avoid unnecessary prejudice.

7.2 Any interest or recovery costs on late commercial payments will be charged only where expressly agreed or lawfully recoverable. We will not retrospectively impose an undisclosed rate.

8. Communications and delivery

8.1 We generally communicate by email, telephone or video call and work remotely, with appointments arranged where appropriate. Please tell us if a particular communication channel should not be used.

8.2 We will provide updates appropriate to the nature and duration of the matter. Any proposed delivery date depends on timely receipt of information and approvals and is an estimate unless expressly agreed otherwise.

8.3 We may use approved secure digital systems and professional technology to assist with research, document preparation, analysis, administration and delivery of our services, applying appropriate confidentiality, security and data protection safeguards. Responsibility for our professional advice and services remains with Transition Law.

9. Confidentiality and data protection

9.1 We will treat information received in connection with your instructions as confidential and take appropriate technical and organisational measures to protect it. We will use it only where reasonably necessary to deliver our services, administer the client relationship, meet legal obligations or pursue another lawful purpose. Disclosure may occur where authorised, reasonably necessary for the agreed services under appropriate arrangements, or required or permitted by law.

9.2 We may be required or permitted to make disclosures under applicable legal obligations, including financial crime, safeguarding or regulatory requirements. We will not promise absolute confidentiality where the law does not permit it.

9.3 Where we determine the purposes and means of processing personal data, our Privacy Notice applies. Where we process personal data on your behalf as processor, the parties will put in place any required Article 28 UK GDPR terms, including appropriate instructions and subprocessor arrangements.

10. Professional technology

10.1 We may use approved secure digital systems and professional technology for appropriate professional purposes, subject to confidentiality, information security and data protection safeguards. Work produced with technological assistance is subject to appropriate professional review.

10.2 The use of professional technology does not transfer our responsibility to a service provider. Where a client-specific restriction on systems or information is agreed, it will be recorded in the Engagement Confirmation. Further information about personal data processing is provided in our Privacy Notice.

11. Documents and intellectual property

11.1 Unless otherwise agreed, we retain intellectual property rights in our pre-existing materials, templates, frameworks, methodologies, commentary and original work product. Subject to payment of agreed fees, the client has a perpetual, non-exclusive licence to use and adapt client-specific deliverables for its own organisation and the purposes for which they were prepared, including after our engagement ends.

11.2 The client may circulate deliverables to its staff, officers, advisers, regulators and service providers as reasonably necessary and may publish documents intended for public use, such as its privacy notice. This does not permit resale, commercial licensing or distribution of our proprietary templates, methodologies or commentary for independent use by unrelated organisations. Materials originally supplied by the client remain its property.

11.3 Our advice is prepared for the named client and agreed purpose; third parties should not rely upon it without our written agreement. We may reuse general expertise and non-confidential methods without disclosing client confidential information. Where a client separately joins the GDPR Check & Verify Register, the scheme's membership agreement governs its registration, member benefits and use of scheme branding. The right to display a membership shield is distinct from the licence to use client-specific deliverables; expiry or termination of membership does not itself invalidate the client's privacy notice or other documents.

11.4 The GDPR Check & Verify Register is a private voluntary membership and assessment programme, not certification or approval by the ICO. Permission to use its shield, membership number and marks is limited to the conditions and term of

membership specified in the separate scheme agreement. An expired shield must not be presented as evidence of current membership or verification.

12. Records and retention

12.1 We maintain engagement records in accordance with our retention schedule, applicable legal obligations and the purposes described in our Privacy Notice. There is no universal five-year maximum for every category of matter.

12.2 Unless a separate written storage arrangement is agreed, we do not provide a safe-custody service for original Wills or other valuable original documents. Arrangements for returning originals and closing files will be confirmed where relevant.

13. Concerns and complaints

13.1 If you are dissatisfied with our professional conduct, advice, services or charges, please contact the Head of Practice at office@transitionlaw.com or 0330 2233 506. Complaints may be made without any charge for complaint handling.

13.2 We will normally acknowledge a formal complaint within three working days and aim to provide a substantive written response within fifteen working days. Where further time is reasonably required, we will explain the delay and provide a revised anticipated response date.

13.3 We will investigate complaints fairly and objectively, explain our conclusions and, where appropriate, take reasonable corrective action. A dissatisfied client may request reconsideration in accordance with our published Client Complaints Procedure.

13.4 Transition Law is an independent paralegal practice and is not regulated by the Solicitors Regulation Authority. Our complaints arrangements are internal and do not constitute an independent regulatory or ombudsman scheme. Access to the Legal Ombudsman or another external scheme is not automatic. Nothing in these terms restricts any legal rights or remedies available to the client.

14. Ending an engagement

14.1 Either party may terminate an engagement by written notice, subject to any agreed fixed-term service package. A client may at any time give notice that an annual package should not be renewed; unless otherwise agreed, the package and entitlement to the included services continue until its agreed expiry date.

14.2 We may suspend or terminate services for good reason, including material non-payment, a conflict of interest, failure to provide necessary instructions, unlawful

instructions or abusive conduct. We will give reasonable notice where practicable and take reasonable steps to avoid foreseeable prejudice. Fees properly incurred and authorised expenses remain payable. Where we end a prepaid package early for reasons other than the client's breach, we will make appropriate provision for unused services, having regard to the contract and applicable law.

14.3 Termination does not affect accrued rights, confidentiality, intellectual property restrictions or lawful retention of records. We will take reasonable steps to conclude or transfer outstanding matters, subject to applicable obligations and agreed arrangements.

15. Responsibility and liability

15.1 We will exercise reasonable care and skill in providing the agreed services. Our advice is confined to the agreed scope and we do not guarantee a particular legal, regulatory, commercial or other outcome. Clients remain responsible for decisions made in reliance upon our advice.

15.2 Subject to any different limit expressly agreed in writing, our total liability arising from or in connection with an engagement with a business client, whether in contract, negligence or otherwise, shall not exceed £1,000,000 in aggregate. This cap applies only to the extent lawful and reasonable, including under the Unfair Contract Terms Act 1977 where applicable. The amount of our professional indemnity insurance does not guarantee cover for every claim.

15.3 Nothing in these terms excludes or restricts liability for fraud, fraudulent misrepresentation, death or personal injury caused by negligence, or any other liability that cannot lawfully be excluded or restricted. Mandatory consumer rights remain unaffected. We are not responsible for losses caused solely by inaccurate or withheld information, decisions contrary to our advice, or third-party acts beyond our reasonable control, except to the extent we are legally responsible.

16. General provisions

16.1 These terms and the Engagement Confirmation constitute the agreement for the relevant work, subject to any expressly incorporated service schedules. If any provision is unenforceable, the remainder will continue insofar as lawful.

16.2 No person other than the parties has a right to enforce these terms under the Contracts (Rights of Third Parties) Act 1999, unless expressly agreed.

16.3 The laws of England and Wales govern the agreement. The courts of England and Wales have jurisdiction, subject to any mandatory rule protecting a consumer or otherwise applying to a dispute.

16.4 These terms may be updated for future engagements. Changes to an existing engagement require agreement or a valid contractual basis and reasonable notice.