

TERMS OF BUSINESS

When I accept your instructions to act for you a contract is established between us which is subject to a range of statutory and professional regulations too extensive to incorporate into one document, but I hope the information given here will be helpful to you at the outset.

If you have questions about these details now or at any later stage in our relationship then I shall of course deal with those for you as they arise, but you should note the provisions of paragraph 1 below regarding both your acceptance of my terms and subsequent variation of them.

. Letter of engagement

- When I have received instructions and agreed to act for you I will send you a letter of engagement which will set out what you have asked me to do, my charging structure (and where possible give an estimate of the total cost of the exercise) and what you can do if you feel that my services fall short of your expectations in any way.
- By continuing to instruct me in the matter you are deemed to accept the terms of business set out here and in the letter of engagement as applying from the date of my instruction by you until the termination of the matter. The only way in which any of these terms can be varied is in by later agreement in writing between us.

2. My responsibilities

- My primary responsibility in your matter is to you. My advice to you is personal and confidential. If you pass on my advice to any third party I have no duty of care towards them.
- As a solicitor I am also an officer of the court and therefore have responsibilities to the court. I may need to advise you to divulge information to relevant statutory authorities including HM Revenue and Customs
- I may, with your agreement, liaise with other professionals (eg accountants, valuers or IFAs) on your behalf. I accept no responsibility or liability for their advice. I shall charge and you agree to pay for my time in obtaining and acting on that advice.
- I accept no responsibility for failings in the internet or mail systems
- I am bound to comply with professional standards and make my files available for inspection by my auditors, HM Revenue and Customs, The Law Society and the Solicitors Regulation Authority (SRA) to satisfy them that I am meeting those standards. When you instruct me you agree to me making your file(s) available for such inspection (but not for any other purpose)

3. Your responsibilities

- In order to act for you effectively I need you to give me as soon as it is available to you the fullest and most accurate information you can in relation to the matter in question and to provide me with all relevant documentation.
- I can accept no liability for problems arising out of your inaccurate instructions or as a result of unilateral action, unavailability or delay on your part.
- I am required to comply with money laundering legislation and you will therefore need to supply me at the outset of your matter with proper evidence of your identity and address (see accompanying sheet)
- Please tell me promptly and in good time if your contact details change or if you are going to be unavailable for any length of time

4. Fees

- My charges are based upon time spent on a matter, including meetings and telephone conversations with you and with others involved in or associated with the matter, drafting letters, e-mails and documents, considering incoming papers and issues of law and practice, travelling.

- My fees are charged at an hourly rate details of which will be set out in the letter of engagement sent to you in the early stages of the matter. Also in that letter I shall give you an estimate of the time I expect to spend on your matter and/or of the total cost of the work. You must, however, understand that an estimate is not equivalent to a fixed fee, and if it becomes apparent that the matter is more complex than first appeared, or additional issues arise during its course I will advise you of that fact and issue a revised estimate as soon as is reasonably practical. If you ask me to do additional work on the matter outside my original brief I shall revise my estimate and charges accordingly.
- In certain cases an additional charge will be made in addition to my basic hourly one. These are cases involving factors such as unusual complexity of issues, particular financial responsibility, the speed at which action is required and specialist knowledge. These will usually be evident at the time of instruction and my letter of engagement will cover the additional charges expected, but it may be necessary to revise terms if such issues arise during the course of the matter – for example if your requirements mean that I have to work substantially outside normal office hours.
- If I am likely to incur additional expenses on your behalf – eg court, valuers' or Land Registry fees) I will supply you with details in the letter of engagement if possible or as soon as I can after that. You will be responsible for these charges as well as my fees and they will fall due for payment as they arise.

- My fees and expenses as quoted are exclusive of VAT. VAT will be charged on these fees and expenses.
- My hourly rates will be reviewed annually in May and if changed you will be advised of that fact promptly.
- If a third party has agreed to pay my fees and expenses and fails to do so payment is your responsibility and the terms in this document regarding payment of invoices and application of interest apply.

5. Invoicing

- Invoices will be sent to you at regular intervals (usually monthly) throughout the currency of your matter and a final bill upon completion of my work.
- Payment of an invoice is due within 7 days of delivery to you. Interest is chargeable daily upon any unpaid sum at the rate of 4% above the base rate for the time being of HSBC Bank.
- If, during the conduct of your matter I receive or hold funds on your behalf and I have issued an invoice I am entitled to deduct the charges covered in that invoice from those funds and advise you that I have done so.
- If in default of payment I am obliged to issue legal proceedings against you to recover what is due you will pay all costs and expenses associated with those proceedings regardless of the value of the claim.

6. Public funding (Legal Aid)

- I do not undertake work under the public funding scheme.

7. Papers and Documents

- I am entitled to retain all your papers and documents until all fees and expenses have been paid.
- After completion your file will be retained by me for a minimum of 7 years in accordance with professional practice, after which it will be destroyed. An exception to this is any file relating to a Will or Power of Attorney which will not be destroyed until at least 7 years after your death.
- Files relating to matters which do not proceed may be destroyed immediately.
- Important papers of yours eg Wills, Powers of Attorney, Trust documents, securities and deeds may be held by me in safe custody for you if you wish. I shall not charge for such storage but reserve the right to charge for repeated requests for retrieval and examination.
- Unless I agree otherwise I retain copyright in any document(s) I prepare for you and you may use them only for the purpose for which they were prepared for you.

8. Your money

- Any money I receive on your behalf will be held in my client account.

- Funds in my client account attract interest and I shall account to you for interest earned on your money.
- Interest payments will be credited quarterly and made to you gross. Payment of any income tax due in respect of it is your own responsibility
- Any bank charges relating specifically to your funds and their movement will be charged to you.

9. Commission

- On rare occasions I may receive commission if I am asked to arrange insurance business for you. Any such commission will be passed on to you after deduction of an appropriate handling fee.

10. Liability

- My liability and that of any agent I may legitimately employ in relation to your matter (whether arising in contract, negligence or otherwise) is limited to £2million for any claim or series of claims arising in the same matter or from the same circumstances.
- I am not responsible for the actions or shortcomings of any agent whom I have instructed on your behalf in good faith.

11. Investment

- I am not authorised under the Financial Services and Markets Act 2000 (FSMA) but I am able to offer a limited range of investment services to my clients as a member of the Law Society of England and Wales which is a designated professional

body for the purposes of the FSMA. These services can only be provided to the extent that they are incidental to the professional services I have been instructed by you to provide.

12. Complaints

- If you have any queries or complaints about my service they should be addressed to me in the first instance and I shall be happy to address your concerns. In the unlikely event that we cannot resolve matters to your satisfaction between us then it is open to you to ask the Legal Ombudsman to assist in the process. The Ombudsman may be contacted via their website www.legalombudsman.org.uk or by telephone helpline 0300 555 0333. Alternatively you may contact the Ombudsman via the Solicitors' Regulation Authority or the Law Society at www.sra.org.uk and www.lawsociety.org.uk respectively.

13. Governing Law

- The Law of England and Wales will govern our professional and contractual relationship regardless of where you are based or where my services are provided to you.

14. Termination

- You may terminate your instructions to me in writing at any time.
- In certain rare circumstances I may consider it necessary to stop acting for you – for example if you fail to meet your responsibilities under the terms of this agreement, wish me to conduct your

matter in such a way as to compromise my duty to the court or others or if fees remain unpaid . In such circumstances I shall give you reasonable (and wherever possible written) notice of my decision with reasons.

- In either of the above cases you will remain liable for my fees and expenses to the date of such termination

15. Data Protection

- I may process your personal data and sensitive personal data (as respectively defined by the Data protection Act 1998) as permitted by that Act for the purposes of verifying your identity, providing legal services to you, managing files and records, trust administration, legal compliance and transferring data between other professional advisers involved in your matter.
- If the work I am required to do for you necessitates the transmission of any of your personal data outside the EEA where data protection regulations may not offer the same protection as within Europe you may, in certain circumstances, have the right to prohibit the transfer of your personal data outside the EEA. If this situation is likely to arise in your case and you have objections to your data being transferred outside the EEA then please advise me in writing within 7 days of receipt of these terms of engagement.