

GLAISYERS SOLICITORS

TERMS OF BUSINESS

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A. GENERAL TERMS

A1. SERVICE STANDARDS

You will receive notification in writing accompanying these Terms of Business as follows:-

- Confirmation of the identity of the appropriate Client.
- Identification of your objectives in relation to the work to be done with an explanation of the issues involved and the options available. Any exclusions and limitations imposed upon our retainer will be explained in the covering letter.
- We will update you by telephone, letter, fax or e-mail with progress of your matter on a regular basis and this should occur at least every 6 weeks unless agreed to the contrary.
- We will communicate with you in plain language and we will explain to you either in writing or verbally the legal work required as your matter progresses.
- We will update you on the costs of your matter at least every 6 months or sooner if significant issues arise. You will not receive a costs update if a fixed fee for the work to be carried out has been agreed unless further work is required outside the agreed fixed fee.
- We will update you on whether the likely outcomes still justify the likely costs and risks associated with your matter 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 way which your matter can be funded.

A2. RESPONSIBILITIES

You should be aware that there are both responsibilities for the Lawyer dealing with your matter and yourselves in relation to this particular retained namely.

Our Responsibilities:-

- We will review your matter regularly.
- We will advise you of any changes in the Law.
- 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 matter.

Your Responsibilities:-

- You will provide us with clear, timely and accurate instructions.
- You will provide all documentation required to complete the transaction in a timely manner.
- You will safeguard any documents which are likely to be required for discovery.
- You will in privately funded cases pay any invoices in full within 30 days (unless agreed otherwise) and deal promptly with any reasonable request for payment of professional fees on account.
- You will, in cases of publicly funded work provide any information and documentation promptly that is requested by ourselves on behalf of the Legal Services Commission or provide information requested directly by the Legal Services Commission.

A3. HOURS OF BUSINESS

The office is normally open from 9.00 a.m. to 5.30 p.m. Monday to Friday (except for public holidays).

The Firm operates a 24 hour emergency services (primarily for criminal matters) and this can be accessed by telephoning 0121 236 1885.

A4. PROFESSIONAL INDEMNITY INSURANCE

The Firm has in place a Professional Indemnity Insurance for work carried out in England and Wales. Our Insurers are QBE Insurance (Europe) Ltd, Policy number 00414201.

A5. EQUALITY AND DIVERSITY

The Firm operates under an Equality and Diversity Policy in respect of both Client and Employees and a copy of this Policy is available upon request.

We can confirm that Glaisyers is committed to promoting equality and diversity in all of its dealings with Clients, Third Parties and Employees.

A6. DATA PROTECTION

This Firm is fully compliant with the Data Protection Act 1998 with respect to information held on our Clients. 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. Our use of that information is subject to your instructions, the Data Protection Act 1998 and our duty of confidentiality. 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 have a right of access under Data Protection legislation to the personal data that we hold about you. We may from time to time send you information which we may think of interest to you. If you do not wish to receive that information please notify our office in writing.

A7. STORAGE OF DOCUMENTS

We will advise you at the completion of your matter how long we will retain your file of papers before they are destroyed. Upon completion of the case your papers will be stored in an off-site archiving warehouse where they will be stored at no charge to you. You may ask at any time for these to be retrieved from archive. This will involve a cost dependent upon the size of the file. We will advise you of the costs involved before we retrieve them from archive.

After completing the work you will be of course entitled to any of your papers before they are archived. We will however be entitled to keep all your papers and documents when there are still monies owed to us for fees and expenses. We are entitled to hold on to your papers, even if you request us to send them to you whilst fees and expenses are owed to us.

We will keep your file of papers for a minimum of 6 years, except those papers that you have asked to be returned to you (assuming all fees and expenses have been paid).

In certain circumstances we keep files for longer than 6 years and the exact period of retention will be explained to you when we write to you at the conclusion of the case.

We keep files on the understanding that we will destroy them after the due destruction date which has been provided to you. We will not destroy documents you ask us to deposit in safe custody e.g. Wills or house Deeds.

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.

A8. OUTSOURCING OF WORK

From time to time we ask other companies or people to carry out typing, photocopying or other work on our files to ensure this is done promptly. We will always seek a confidentiality agreement with these outsource providers. However if you do not want your file to be outsourced please let us know as soon as possible. We should point out that the outsourcing of work is normally an exceptional occurrence as the majority of such work is carried out in house.

A9. VETTING OF FILES AND CONFIDENTIALITY

External firms or organisations may conduct audit or quality checks on our Practice e.g. the Law Society/Legal Services Commission. These external firms or organisations are required to maintain confidentiality in relation to your files.

A10. LIMITING LIABILITY

Our liability to you for a Breach of your instructions shall be limited to £2,000,000.00 (two million pounds). 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 that 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 further any of the above Terms.

A11. 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.

A12. VALUE ADDED TAX

This Firm is registered for VAT under registration number 558 93 5880. All fees and appropriate expenses will be charged with the appropriate amount of VAT. Any fees quoted will be subject to the appropriate rate of VAT.

A13. COSTS

Wherever possible we will provide you with details of the likely overall costs of the work to be carried out at the outset. In addition we will provide you with the likely cost of expenses e.g. Barrister's fees, Expert Witness fees, Search fees, Land Registry fees etc. In some case, such as conveyancing, we will be able to provide you with a fixed fee price for the work to be carried out.

In other cases it will not be possible to provide a precise figure or a likely cost. In those cases we will endeavour to provide you with a range of costs at the outset and update you on a regular basis as to how the matter is progressing. When we cannot provide you with precise figures, we will endeavour to keep you informed as regularly as possible as to your costs liability.

We will always endeavour to investigate other options for payment other than privately paying for the work to be done. Where available we will investigate your eligibility for Legal Aid, investigate whether you have any Legal Expenses Insurance or where appropriate consider taking the case on on a Conditional Fee Agreement. If we decide to conduct the case under one of these alternative system of finance we will still provide cost estimates to you.

In all cases we will explain to you at appropriate times the risk of Cost Orders being made against you from other parties and also explain to you the proportion of your liability for costs even if you receive a Cost Order from an opposing party. In the case of publicly funded Clients we will always explain the effect of the Statutory Charge which is imposed by the Legal Service Commission where property has been recovered or preserved as a result of receiving Legal Aid.

In respect of privately paying Clients we will require our fees to be paid within 30 days of the date of the Invoice to you.

We are at liberty to charge interest on all or part of any bill outstanding beyond its due date. You of course have the right to object to our bill and apply for an assessment under Part III of the Solicitors Act 1974.

We will from time to time ask for a payment on account of fees in respect of work that is to be done and/or expenses to be incurred.

B. MONEY LAUNDERING AND TERRORIST FINANCING

B1. CLIENT DUE DILIGENCE (C.D.D.)

The Money Laundering Regulations 2007 require us to:-

- Obtain information about a Client's identity and verify that information.

- Obtain identity information about people who are related to the Client (Beneficial Owners) where relevant, and at times verify that information – continue to monitor the transaction and keep identity information up to date. As mentioned above the Law requires Solicitors, as well as Banks and Building Societies and others, to obtain satisfactory evidence of the identity of their Client. In the circumstances you will need to provide us with either of the following:-

Your current photo-card driving licence correctly showing your current address or your Passport plus an item of evidence to prove your address such as a recent utility bill, Council Tax demand or Bank statement. If you are unable to provide such evidence you will need to discuss with us alternative evidence that will be acceptable.

- Do not send us any funds until the identification procedures have been carried out.
- The normal identification process will not be charged and will be dealt with as an administration cost but if detailed enquiries have to be made as to identify which may involve external providers a fee may be charged to you for such service.
- The reason why these checks are necessary is that because Solicitors who deal with money and property on behalf of their Client can be used by criminals wanting to launder money.

B2. MAKING A DISCLOSURE

We are professionally and legally obliged to keep your affairs confidential. However, Solicitors may be required by Statute to make a disclosure to the Serious Organised Crime Agency where they 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 because if we did we may ourselves be guilty of a criminal offence known as "tipping off".

B3. MORTGAGE FRAUD

When acting for a Client in conveyancing matters we often will be acting for the Client and the proposed Lender in the transaction i.e. the Bank or Building Society. We have a duty in these cases to fully reveal to the Client 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 schemes that the seller is giving you.

C. OTHER FEES AND COSTS RELATED MATTERS

C.1. INTRODUCTION AND REFERRALS

The Law Society Code of Conduct provides that we must inform all Clients about any relationship that we with a third party such as a funder, fee sharer or introducer that affects steps you can take on behalf of the Client. In this firm such an arrangement would be extremely rare and you would be informed in writing of it, if there is such a relationship at the outset of the matter. On the rare occasion that this will occur we will of course provide you with independent advice and you are of course at liberty to raise any questions you may wish to raise about this relationship.

C2. PAYMENT OF COMMISSIONS

The Law Society Rules prevent us making a secret profit from any relationship with our Client. In the unlikely event of a commission being paid to us in respect of a Clients case we are obliged under the Code of Conduct to pay any commission in excess of £20 to our Client unless there has been a prior agreement to keep the commission that has been paid.

C3. PAYMENT OF INTEREST

Any money received on your behalf will be held in our Client Account. Interest will be calculated and paid to you at the rate set by the Firm's Bankers. That rate will of course change from time to time. The period for which interest will be paid normally runs from the date when funds are received by us until the date on the cheque issued to yourself. The payment of interest is subject to certain minimum amounts and periods of time set out in the Solicitors Accounts Rules 1998.

C4. FINANCIAL ARRANGEMENTS WITH CLIENTS

Our practice policy is only to accept cash from a Client up to the limit of £1,000.00 in any 28 day period. If you try to avoid this policy by depositing cash directly with our Bank we may decide to charge you for additional checks we decide are necessary to prove the source of the funds.

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.

C5. FINANCIAL SERVICES

We are not authorised by the Financial Services Authority. If while we are acting for you you need advice on investments we may have to refer you to someone who is authorised to provide the necessary advice. However we may 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 Solicitors Regulations Authority is the independent regulatory arm of the Law Society and the Legal Ombudsman deals with complaints against Lawyers. If you are unhappy with any investment advice you receive from us you should raise your concerns with either of those bodies.

D. COMPLAINTS

D.1. COMPLAINTS HANDLING

A. This Firm has a written complaints procedure and that complaints are handled promptly, fairly and effectively in accordance with it.

B. You will be told in writing, at the outset (or in the case of an existing Client, the next appropriate opportunity):-

- I. That you, in the event of a problem, are entitled to complain.
- II. You will be told in the covering letter to whom you should complain.
- III. That you are entitled to complain about the Firm's bill.
- IV. You are entitled to, upon request, see a copy of the Firm's complaints handling procedure.
- V. You have the right to complain to the Legal Ombudsman at the conclusion of your complaint procedure, the time frame for doing so and full details of how to contact the Legal Ombudsman will be provided.
- VI. You also have a 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.
- VII. If all or part of a bill remains unpaid this Firm may be entitled to charge interest.

C. You are entitled to receive a copy of our complaints procedure upon request.

D. Once you have made a complaint you will be told (I) how the complaint will be handled (II) within what time scales they will be given an initial and/or substantive response.

E. At the conclusion of the Firm's complaint process you will be told of your right to complain to the Legal Ombudsman, the time frame for doing so and full details of how to contact the Legal Ombudsman.