

TERMS OF BUSINESS

Please read this document carefully

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1. THE APPOINTMENT CONTRACT

These are our terms of business. You will also receive a separate letter setting out the terms that apply to the particular work we will do for you (“the appointment letter”). The two documents together contain all the terms of the contract between you and us. If there is a conflict between these terms and those in the appointment letter, the terms in the appointment letter will apply.

These terms and the appointment letter are important documents. Please keep them in a safe place in case you need them in future.

The appointment letter asks you to sign and return an acceptance form, confirming you agree to all our terms. Signing and returning the acceptance form will create a legally binding contract between you and us. However, if you continue to instruct us, you are agreeing to the contract.

Please read these terms of business and the appointment letter carefully before you sign and return the acceptance form.

In these terms of business, the phrases listed below have these particular meanings:-

appointment letter – the letter setting out the terms that apply to the work.

contract – the terms in this document and your appointment letter.

we, us, our – Maitland Walker LLP (registered number OC353393, registered office 22 The Parks, Minehead, Somerset TA24 8BT), including all members, partners and staff and any organisation which may take over from us.

you, your – the individual, individuals or organisation named in the appointment letter.

2. SERVICE STANDARDS

We will:

- ◆ Provide quality legal advice with a personal service at a fair cost
- ◆ Represent your interests and keep your business confidential
- ◆ Explain to you the legal work which may be required and the prospects of a successful outcome
- ◆ Make sure that you understand the likely degree of financial risk which you will be taking on
- ◆ Advise you what methods of funding your legal costs may be available to you
- ◆ Keep you regularly informed of progress or, if there is none, tell you when you are next likely to hear from us
- ◆ Try to avoid using technical legal language when writing to you – please tell us if we fail in this aim
- ◆ Deal with your queries promptly

3. RESPONSIBILITIES

We have explained to you the respective responsibilities of solicitors and their clients.

Our responsibilities include:

- ◆ 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 include:

- ◆ You will provide us with clear, timely and accurate instructions.
- ◆ You will provide all documentation requested to complete the case or transaction in a timely manner.
- ◆ You will safeguard any documents likely to be requested for disclosure.

4. OUR HOURS OF BUSINESS

Our offices are open from 9am until 5.30pm (Minehead) and 8.30am until 5.30pm (Cheltenham), Monday - Friday. Members of the firm can always be available out of hours if necessary.

5. PEOPLE RESPONSIBLE FOR YOUR WORK

The appointment letter sets out the names and status of the members of staff who we anticipate will be involved in the work we do for you. More than one member of staff may be involved so that your work is done at the appropriate level and we keep your costs down. We will tell you if we need to change the staff involved.

6. IDENTIFICATION

There is increasing concern about money laundering and terrorist financing. The law requires solicitors to get satisfactory evidence of the identity of their clients and sometimes people related to them. This is because solicitors who deal with money and property on behalf of their clients can be used by criminals wanting to launder money.

To comply with the law, we need to get evidence of your identity as soon as possible. Our practice for obtaining such evidence is as follows:

For quoted companies and LLPs, we will conduct a search of the Companies House Register and will obtain a copy of the certificate of incorporation, a list of directors, a list of shareholders and details of the registered office. The fee for these searches is about £4 and will appear on your bill under expenses. We will also require evidence of identity and home address from one of the directors as described in relation to individuals below.

For other companies and LLPs, we will carry out the searches at Companies House and for the same fee as set out above for quoted companies and LLPs. We will also require evidence of the identity and home address of at least two directors and any shareholder holding shares of 25% or more.

For partnerships, we will require evidence of identity and home address of the partner instructing us and at least one other partner and of any other partner having a share of 25% or more of the partnership.

For individuals that we meet, we will require you to provide one item of photo identity (e.g. passport or driving licence) and one item providing evidence of your home address (e.g. utility bills or bank statements) which must not be more than 3 months old.

For Individuals that we do not meet, we will require you to provide the same identification documents as above but the photo identity will have to be certified as a true likeness by a bank, building society or post office. If we need to check the details on an online directory, we will inform you that this is the case and of the fee which will be charged.

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.

7. CONFIDENTIALITY

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.

8. COMMUNICATION

We will keep you regularly informed about the progress of the work. We will communicate with you by letter, fax, email and phone, unless you tell us not to use any of these methods.

We routinely send emails unless we have been specifically asked not to do so. However, we cannot guarantee that emails will arrive on time or be secure or free from viruses, computer errors or other programming corruption.

Unless you tell us otherwise, you confirm that you accept these risks and you authorise us to send you emails. You agreed that you are responsible for any emails you send. Neither you nor we will have any legal responsibility to each other on any basis for any damage or loss arising from viruses, computer errors or other on any basis for any damage or loss arising from viruses, computer errors or other programming corruption in connection with any emails.

Emails may be read by someone who is not the intended reader, even if addressed correctly by the sender. Unless you have told us not to use email, we take no responsibility for an email sent by us being seen by someone other than its addressee because of circumstances beyond our control. We recommend you take great care if copying emails from us to other people, or passing on our advice by any other means. Such disclosure may result in loss of confidentiality or legal privilege and, for example, harm your chances of success in a court case – even if it is not directly the subject of our advice or of any other relevant communication between us.

Please let us know if we should address any correspondence to you in any particular way.

We may rely on instructions and statements given to us by any member of your staff who says they have your authority. If you want us to communicate only with specific people, you must write to us with their names.

You accept responsibility for giving us instructions and information as quickly as possible so that we may provide our services to you.

9. CHARGES AND EXPENSES

Unless we have agreed a fixed fee with you, our charges will be calculated mainly by reference to the time actually spent by the solicitors and other staff in working for you. This will include meetings with you and perhaps others, reading and working on papers, correspondence, telephone calls, instructing experts and Counsel and also time spent in travelling when this is necessary.

Conveyancing transactions are usually conducted on a fixed fee basis in which case the above paragraph will not apply.

The appointment letter sets out the members of the firm who it is anticipated will be dealing with your matter and their hourly rates. Our current standard hourly rates are set out below. We will add VAT to these at the rate that applies when the work is done. At present VAT is 17.5%.

◆ Partners and solicitors of 8+ years	£180-£280
◆ Solicitors of 4+ years experience	£160-£180
◆ Other solicitors and experienced paralegals	£110-£160
◆ Trainee solicitors	£90 - £100

Routine letters and telephone calls will be charged at 1/10th of the appropriate hourly rate. Longer letters and telephone calls will be charged on a time basis.

Our hourly rates have to be reviewed periodically to reflect increases in overhead costs and inflation and are reviewed in April each year in any event. If a review is carried out before this matter has been concluded, we will inform you of any variation in the rate before it takes effect.

In particularly difficult or complex cases we may ask you to agree a higher charging rate. In deciding whether a higher rate should apply, we may take into account a number of factors including any need to carry out work outside our normal office hours, the complexity of the issues, the monetary value, the speed at which action has to be taken and any particular specialist expertise which the case may demand.

If we enter into a conditional fee agreement (CFA) with you, different charging arrangements will apply and they will be set out in a separate document which we will also ask you to sign. The remainder of these Terms and Conditions will still apply. If there is any inconsistency between these Terms and Conditions and a CFA, the CFA will prevail.

Solicitors may make various payments on behalf of clients such as Land or Probate Registry fees, court fees, expert's fees and so on. We have no obligation to make such payments unless you have provided us with the funds for the purpose. We refer to such payments generally as "disbursements". VAT may be payable on some disbursements. We charge for travelling at the rate of 40p + VAT per mile and bulk photocopying at 20p + VAT per sheet.

If, for any reason, this matter does not proceed to a conclusion, we will still be entitled to charge you for work done and disbursements paid up to the date we stopped working for you.

If you are unhappy about the amount of our bill you have certain rights to challenge it. In cases where the work did not involve court proceedings you may ask The Law Society to provide a remuneration certificate confirming what amount it is fair and reasonable for you to pay. You must request a certificate within one month of receiving the bill. In other cases you may have the right to have our bill assessed by the court under the provisions of sections 70-72 of the Solicitors Act 1974. In either case the fact that we have agreed a charging rate may limit your right to challenge. If necessary, we will explain the procedure to you in more detail.

10. LIABILITY FOR COSTS

In some cases you may become entitled to have your costs paid by some other person. For example, in court cases, the losing party is usually ordered to pay the winning party's costs. It is important that you understand that, in the first instance, you are personally liable to pay our charges and expenses. Any amounts which are recovered from another party will be applied towards your bill or, if you have already paid in full, refunded to you. It is usual for the other person to be required to pay all the charges and expenses which you incur with us. If the other party is legally aided no costs are likely to be recovered from him.

If you are successful and a court orders another party to pay some or all of your charges and expenses, interest can be claimed on any outstanding balance from the date of the court order. We will account to you for such interest to the extent that you have paid our charges or expenses on account, but we are entitled to the rest of the interest.

You will also be responsible for paying our charges and expenses in seeking to recover any costs that the court orders the other party to pay to you.

A client who is unsuccessful in a court case is likely to be ordered to pay the other party's legal charges and expenses. That money would be payable in addition to our charges and expenses.

11. INSURANCE

Your legal expenses can, in some cases, be covered by insurance. It may be that you already possess an insurance policy (your house contents policy, for example) that covers your legal costs in bringing or defending a claim. Such pre-purchased insurance will usually only cover your own legal costs, not those of another party, and you would therefore be responsible for meeting the other party costs yourself. However, insurance policies differ widely and some policies do cover other party costs.

You should therefore check your existing insurance policies carefully to see whether you are covered for some or all of your legal costs. If you do have legal expenses insurance that you think may assist the funding of your case, please let us know at the outset of the matter and supply us with a copy of the relevant insurance policy.

If you do not possess such insurance, it may be possible to obtain "after the event" insurance to cover your liability for some or all of your legal expenses. Please discuss this with us if you are interested in this possibility.

12. ACTING FOR A LENDER

In property matters, where we are also acting for your proposed lender, we have a duty to fully reveal to your lender all relevant facts about your 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 a seller is giving you.

13. LEGAL AID

This firm does not have a legal aid franchise. If you feel that you may be eligible for legal aid please let us know and we may be able to suggest another firm of solicitors who may offer legal aid.

14. PAYMENT ARRANGEMENTS

Cash - The firm's policy is not to accept cash payments from clients. If you decide to avoid this policy by depositing cash directly with our bank, we may have to charge you for any additional checks we decide are necessary to prove the source of the funds.

Property transactions - We may send you our bill following the exchange of contracts and payment will then be required before completion on a purchase and at completion on a sale. If sufficient funds are available on completion, and we have sent you a bill, we will deduct what is owed from the money we are holding.

Other cases - It is our normal practice to bill on a monthly basis. However the frequency of the billing will depend on the type and complexity of the matter. We find that this helps clients in budgeting for costs as well as keeping them informed of the legal expenses which are being incurred. If a bill is not met with prompt payment, delay in the progress of a case may result. In the unlikely event of any bill or request for payment not being met, this firm reserves the right to stop acting for you.

Payment is due to us within 30 days of our sending you a bill. If payment is not made within 30 days we will charge interest on any outstanding balance on a daily basis at the rate of 4% above Lloyds TSB base rate or 12% per annum whichever is the higher before as well as after any judgment.

Cheques take several days to clear through the banking system and we cannot make payments to others from uncleared funds. Unless you are able to supply us with a bankers' draft or make payment by CHAPS transfer, both of which are treated as immediately cleared, we must ask you to let us have necessary funds at least 5 working days before they are needed. If you fail to do so this may lead to delay in completing transactions and you may be charged interest by the other party.

Where we have to pay money to you, it will be paid by cheque or bank transfer. It will not be paid by cash or to a third party.

15. PAYMENTS ON ACCOUNT

It is our normal practice to require a payment to be made on account of fees. The level of this payment will reflect the nature of your instructions. Interest will be credited to you in accordance with the Law Society's Accounts Rules.

16. INTEREST PAYMENT AND COMMISSIONS

Usually, money received on your behalf other than in respect of our costs will be held in our Client Account at Lloyds TSB Bank plc. We will account to you for interest in excess of £20 accrued in that account. If it is likely that the money will be held for some time, we will place it in our client deposit account at the National Westminster Bank plc and any interest earned will be credited to you. If you wish us to deal with your funds in any other way you must tell us.

Where a client borrows money to finance a property transaction, we will ask the lender to ensure that the loan cheque is received by us a minimum of 4 working days prior to the completion date. If the money can be transferred through the CHAPS system, i.e. by bank to bank transfer, we will request that we receive it the day before completion. This will ensure that the necessary cleared funds are available in time for completion. You should be aware that the lender will charge interest from the date of issue of the loan cheque or the transfer of funds through the banking system.

We may receive commission payments from third parties while dealing with your affairs. Unless we agree with you otherwise, such commissions belong to you and not to us. We are entitled to use commissions received to pay any sums which you may owe us. Any surplus is due to you.

17. TAX ADVICE

Any work that we do for you may involve tax implications or require the consideration of tax planning strategies. We may not be qualified to advise you on the actual or potential tax implications of a transaction which you instruct us to carry out for you. If you have any concerns in this respect, please raise them with us immediately. If we are able to, we will advise you. If we cannot do so, we may be able to refer you to an appropriate advisor. In the case of business clients, we assume that you will have discussed taxation issues with your accountants.

18. FINANCIAL SERVICES

We do not give investment advice as this is a specialist area. If you wish us to do so, we will refer you to specialist independent financial advisors. In cases where a member of the firm is an executor or trustee, we routinely obtain investment advice from independent financial advisors before dealing with funds which we are holding.

19. STORAGE OF PAPERS AND DOCUMENTS

After completing the work, we are entitled to keep all your papers and documents while there is money owing to us for our charges and expenses. In addition, we will keep your file of papers for you in storage for not less than 1 year. After that, storage is on the clear understanding that we have the right to destroy your file after such period as we consider reasonable or to make a charge for storage if we ask you to collect your papers and you fail to do so. We will not of course destroy any documents such as Wills, Deeds and other securities which you ask us to hold in safe custody. No charge will be made to you for such storage unless prior notice in writing is given to you of a charge to be made from a future date which may be specified in that notice.

If we retrieve papers or documents from storage in relation to continuing or new instructions to act in connection with your affairs, we will not normally charge for such retrieval. However, we may make a charge based on time spent for producing or copying stored papers or documents for you or another at your request. We may also charge for reading, correspondence or other work necessary to comply with your instructions.

20. EQUALITY AND DIVERSITY

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

21. TERMINATION

You may terminate your instructions to us in writing at any time but we will be entitled to keep all your papers and documents while there is money owing to us for charges and expenses. This is called a lien. If at any stage you do not wish us to continue doing work and/or incurring charges and expenses on your behalf, you must tell us clearly in writing.

If we decide to stop acting for you, for example because you have not paid an interim bill or complied with a request for a payment on account, we will tell you the reason and give you notice in writing.

Under the Consumer Protection (Distance Selling) Regulations 2000, you may have the right to cancel the contract between us within seven working days after the date on which the appointment contract is made. This right to cancel does not apply to legal services once we have started to carry out those services with your approval.

By accepting these terms and the appointment letter, you agree that the period within which our services will be provided will not be limited to the 30-day maximum period set out in the Regulations.

22. LIMITED COMPANIES

When accepting instructions to act on behalf of a limited company, we will require a director and/or controlling shareholder to sign a form of personal guarantee in respect of the charges and expenses of this firm. If such a request is refused, we will be entitled to stop acting and to require immediate payment of our charges on an hourly basis and expenses as set out earlier.

23. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

Persons who are not a party to this agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement. This clause does not affect any right or remedy of any person that exists or is available otherwise than pursuant to that Act.

24. LIABILITY

Unless there is an explicit understanding to the contrary, the advice that we give to you is for your sole use and does not constitute advice to any third party to whom you communicate it.

We understand that we will exercise due care in the performance of our work in accordance with applicable professional standards. We will re-perform any work that is not in compliance with this undertaking if it is brought to our attention within a reasonable time after the work is performed.

You agree to hold harmless and indemnify us, our partners and staff against any misrepresentation (intentional or unintentional) supplied to us orally or in writing in connection with this agreement.

Under the Proceeds of Crime Act 2002, you should note that we have a legal responsibility to report knowledge or suspicions of criminal activity such as money laundering to the appropriate authorities. As this is a legal responsibility placed on us, we can accept no liability to you in this regard.

25. LIMITATION OF LIABILITY

The effect of this and the following paragraph is to limit any financial liability to you by this firm or any partner, consultant or employee. The liability referred to may arise from negligence, breach of contract or retainer, misrepresentation, or in any other way except by fraud or fraudulent misrepresentation. However, nothing in these terms of business excludes or limits our liability in respect of death or personal injury caused by our negligence.

Liability to you (or any one else who may claim to benefit from your instructions to us) is limited in aggregate to the sum of £5,000,000 (five million pounds) for each cause of action. This limit applies in relation to this and each and every transaction and retainer and any subsequent work we undertake for you unless expressly overridden in a subsequent appointment letter signed by a partner.

26. DATA PROTECTION

Under the Data Protection Act 1998, we must tell you that we hold your details on our database. We may, from time to time, use these details to send you information which we think might interest you. If you do not want to receive information from us, please write to the Data Protection Officer at Maitland Walker, 22 The Parks, Minehead, Somerset TA24 8BT marking the envelope 'Data protection'.

27. EXEMPT INSURANCE MEDIATION

We are not authorised by the Financial Services Authority. However, we are included on the register maintained by the Financial Services Authority so that we may carry out insurance mediation activity, which is broadly advising on, selling and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the Solicitors Regulation Authority. The register can be accessed via the Financial Services website at www.fsa.gov.uk/register

The Law Society of England and Wales is a designated professional body for the purposes of the Financial Services and Markets Act 2000. The Solicitors Regulation Authority is the independent regulatory arm of the Law Society. The Legal Complaints Service is the independent complaints-handling arm of the Law Society. If you are unhappy with any insurance advice you receive from us, you should raise your concerns with either of those bodies.

28. LAW THAT APPLIES

Our work is governed by English law. The contract and any reports or other advice we give are also governed by English law and any disputes will be heard only in the Courts of England and Wales.

29. TERMS THAT CANNOT BE ENFORCED

If a court finds any terms of the contract to be void or unenforceable, the other terms will continue to apply in full.

30. ENTIRE AGREEMENT

The contract forms the entire agreement between you and us and replaces any previous agreements, understandings or arrangements between us relating to the services we provide under it. However, these terms do not exclude liability for any fraudulent or dishonest statement or act.

31. AMENDMENTS

The contract may be amended only in writing by the appointment letter or other agreement between you and us that refers specifically to it.

32. YOUR SATISFACTION

We monitor our service and constantly aim to improve it. It is very important to us to know whether or not you are satisfied with our service, and we welcome your comments and suggestions.

If you have a concern or a complaint, please speak to the person dealing with your work, or with the partner responsible, immediately. If the problem cannot be sorted out, please write to our Client Care Officer (and Senior Partner), Julian Maitland-Walker at 22 The Parks, Minehead, Somerset TA24 8BT.

We have a written Complaints Procedure, which is available on request.