

TERMS OF BUSINESS

Work to be Done

Our understanding of the work that we are to do for you will be as set out in the Engagement letter. It is your responsibility to inform us if we have misunderstood your instructions in any way.

We rely upon you for the completeness and accuracy of the information that you provide to us to do your work. This is especially so in litigation matters and our charges and fee estimates are given on the basis that the information that you give to us is complete and accurate.

Work Progress and Queries

We will endeavour to update you at regular intervals on the progress or lack of progress in the matter, including advising you of any changes to advice previously given; an agreed course of action/strategy and/or to costs.

If you should have any queries at any time, we would prefer that you let us have them by e-mail as this will give us a clear and permanent record of your enquiry which will save us time in dealing with it.

We promise to respond to all your queries by correspondence or by telephone calls, promptly and in any event within 24 hours.

Responsibility for your work

The Engagement letter contains details of the person that will be doing your work and of the supervising partner. These details will also be identifiable from the reference details in our correspondence with you.

It may be necessary for us to allocate your work to someone else either to assist the one currently allocated or to progress your work during any period of absence. We will, as far as practicable, keep you informed of any such changes.

Should we need to use any third parties, e.g. barristers or experts, we will discuss this with you first.

Fees and Estimates

You will find the basis on which we have agreed to charge for this matter, and any estimate of costs, set out in the Engagement letter. We review our fee rates on 1 February each year. The prevailing rates will be published on our website at **Fee Rates**

Please note that under the Solicitors Act 1974, we are entitled to increase our standard charges in any particular case to take account of any of the following special factors: the complexity of the matter; any specialised knowledge required; the amount or value of the property involved; and the importance of the work to you.

Billing

Unless we have agreed otherwise in the Engagement letter, we will render our bills for work done at monthly intervals. The bill will include expenses incurred by us on your behalf, including any Counsels' fees, experts' fees or Court fees.

Please note that we are under no obligation to pay expenses on your behalf unless you have provided us with clear funds for that purpose.

If, for any reason, the matter does not proceed to completion, such as an aborted purchase or sale in a conveyancing transaction we will be entitled to charge you for the work done and the expenses incurred up to date.

Liability to Pay Our Bills (All matters)

It will at all times be your responsibility to pay our costs. We do not accept publicly funded (formerly known as Legal Aid) work.

When accepting instructions to act on behalf of a limited company, we may require a director and/or controlling shareholder to sign a form of personal guarantee in respect of the charges and expenses that may become due to us as a condition of acting or continuing to act. If you as a director and/or controlling shareholder sign this guarantee, it means that you are agreeing to be personally responsible for our fees in consideration of our providing our services to the company.

Liability to Pay Our Bills (Litigation)

If you are successful with your litigation, the court may order that your opponent pay your costs. However, you remain responsible for paying our bills regardless of any such order. What the cost order does is to give you the right to recover all or some of what you pay to us from your opponent. You should note that it is rarely the case that your opponent will be made to pay the full amount of your costs and, so, there may be a difference between the total amount that you pay to us and what you are entitled to recover from your opponent.

After the Event Insurance (Litigation)

If you are unsuccessful in litigation proceedings, you will normally be required to pay your opponent's costs in addition to any liability that you may have to us for fees and/or disbursements. It is possible to arrange insurance to cover you against these liabilities.

We can help you to arrange such "After the Event Insurance". We are not authorised by the Financial Services Authority ("FSA") to conduct insurance business ourselves, but we are on the Register maintained by the FSA which allows us to 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 Law Society. The register can be accessed via the FSA website at www.fsa.gov.uk/register.

Payments on Account

Payments on account to cover our expenses and/or costs will be requested from you as and when necessary.

Time to Pay Bills

Unless we have agreed otherwise in our terms of Engagement, all bills rendered are payable on receipt. Bills Interest becomes payable on all balances outstanding 30 days from the date of the invoice at the rate of 8% per annum.

Our Opening Hours

Our office hours are 9.30 a.m. to 5.30 p.m. on weekdays. Messages can be left on the voicemail outside those hours.

Meetings

Meetings are strictly by prior appointment.

Confidentiality

We will keep your matter confidential and will only make such disclosures as are necessary for your instructions to be carried out, for us to recover any fees that may be due to us, or as may otherwise be required by law.

Termination of Retainer

You can terminate our engagement at anytime provided it is in writing. We can terminate the engagement at any time by giving 7 days notice in writing.

Additionally, we may terminate the engagement without prior notice to you in any of the following circumstances:

- i) You fail to pay a bill by the due date;
- ii) You fail to make a payment on account that has been requested of you
- iii) You fail to give instructions or you give instructions which are not permitted by law or which are in breach of any other term in this agreement;
- iv) if it becomes apparent that you have given us misleading information;
- v) You are, or any person acting on your behalf is, unacceptably rude.

Lien

Please note that we are entitled to keep all your papers and documents (including original Deeds and similar documents) until all sums due to us have been paid.

Storage of Files

We will store your file of papers for 6 years after the matter closes after which we may destroy the papers. You must notify us in writing before the expiry of this 6 year period if you want the file sent back to you.

If we have to retrieve your file from storage because of continuing or new instructions, we reserve the right to charge for the time spent in retrieving the file and in perusing and considering the documents in order to comply with your instructions.

Complaints Procedure

We strive to provide a quality service at all times. However, should you, despite our best efforts be dissatisfied with our service, please refer to our **Complaints Procedure**.

Acceptance of terms

Your continuing instructions in this matter is an acceptance of these terms but to perfect our records, please sign the enclosed copy of this Terms of Business and return it to us as soon as possible.

I/We confirm that I/we have read and fully understood and accept these Terms of Business.

Signed _____

Date:

Signed _____

Date:

Signed _____

Date:

Data Protection

The Data Protection Act requires us to inform you that the details that you have provided to us are held on our database. We may, from time to time, use these details to send you information which we think may be of particular interest to you either at a personal or business level. If you do not wish to receive such information, please indicate below by putting an x in the box.

I/We do not wish to receive information which the firm thinks may be of particular interest to me/us.