

TERMS AND CONDITIONS OF BUSINESS

THIS IS A VERY IMPORTANT DOCUMENT YOU SHOULD READ AND UNDERSTAND WHAT IS SET OUT BELOW. PLEASE KEEP IT IN A SAFE PLACE FOR FUTURE REFERENCE. IF IN DOUBT, PLEASE ASK FOR AN EXPLANATION.

We aim to offer our clients consistently high standard legal advice with a personal service at a fair cost. As a start, we hope it is helpful to you to set out in this statement the basis on which we will provide our professional services.

1. **Responsibility for your Work**

The covering letter [we call this the “client care letter”], enclosing this document will inform you of the name and status of the person dealing with your matter together with the name of their supervisor.

We will try hard to avoid changing those who handle your matter but, if this cannot be avoided, we will tell you promptly of any change and why it is necessary.

2. **Complaints Procedure**

We aim to offer all clients an efficient and effective service at all times and we are confident that we shall do so in this case. We hope that you will be pleased with the work we do for you. However should there be any aspect of our service with which you are unhappy with please raise them in the first instance with the solicitor responsible for your matter.

If you remain unhappy after talking to your solicitor or would rather not talk to that person about your concern, you should contact Paul Metcalfe, the solicitor who deals with complaints in this firm. Mr. Metcalfe will acknowledge your complaint and send you a copy of our formal complaints handling procedure telling you how your complaint will be resolved.

If we cannot resolve your complaint between us, you can contact the Legal Ombudsman on 0300 555 0333 (enquiries@legalombudsman.org.uk) or write to them at; PO Box 6806, Wolverhampton WV1 9WJ. Please note that the Legal Ombudsman will only consider a complaint after the solicitor has been allowed up to 8 weeks to resolve a complaint. A complaint to the legal Ombudsman should be made within 6 months of the last contact with the solicitor about the complaint and within 12 months of the problem occurring or from when you should reasonably have become aware of the problem.

3. **Our Dealings With You**

Our normal office opening hours are between 9.00 am and 5.00 pm on weekdays. We are closed on bank holidays and other holiday periods. Certain parts of the business are manned outside the above hours and you will be notified if that is relevant to the work we are doing for you. Outside of these hours we will be happy to see you at any mutually convenient time – by appointment and at short notice, if necessary.

Email is an accepted part of everyday business and personal life. However, whilst we use up-to-date security software, email is not secure against interception and senders cannot expect privacy. If you are concerned about transmitting personal information including bank account, credit or debit card details or national insurance numbers, contact us by telephone or write to us with the necessary information. If you provide us with your email

address we shall, unless you advise us otherwise, assume that you consent to the use of email in our communications on your matters.

In cases where we are acting for joint clients, or a number of clients, unless you request otherwise in writing we will for practical reasons generally only communicate only with one party by email or telephone, although we will usually address correspondence to all parties.

Where we correspond with you via email, we accept no responsibility or liability for any malicious or fraudulent emails purportedly coming from us and that it is your responsibility to ensure that any emails coming from us are genuine before relying on anything contained within them.

4. Regulation

Metcalf David Eyres is authorised and regulated by the Solicitors Regulation Authority [SRA], our SRA registered number is 564082. We comply with SRA Code of Conduct 2011 [for details see the website www.sra.org.uk/rules]. We are authorised to provide legal advice in the jurisdiction on England & Wales only.

5. Indemnity Insurance

The firm maintains Professional Indemnity insurance and we carry the required level of indemnity insurance cover which for a partnership like ours is £2 million. We will advise you of any limitations on our liability towards you or if our cover needs to be increased for the work we do for you. Details of our indemnity insurance arrangements are available on request.

6. Service Levels

We will:

- update you by telephone or in writing with progress on your matter regularly
- communicate with you using plain English
- explain to you the legal work required as your matter progresses
- update you on the cost of your matter six monthly
- 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
- update you on the likely time scales for each stage of this matter and any important changes in those estimates
- continue to review whether there are alternative methods by which your matter can be funded

7. Taking your initial instructions

When accepting instructions to act on behalf of a partnership or a company, we may 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.

If we take joint instructions from two or more individuals e.g. husband and wife, we assume that we are entitled to take instructions from either or any party, unless you tell us otherwise. If you instruct us jointly with someone else e.g. husband and wife, each of you will be responsible for the full amount of our fees and expenses.

8. Data Protection

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 and 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 advisors. 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, use these details to send you information which we think might be of interest to you. If you do not wish to receive that information please notify our office in writing.

9. Our Charges and Expenses

We understand that our clients need to budget for legal costs in the same way as any other expenses. At the outset, we will discuss with you how much the total of our fees and other costs are likely to be, as we need to know how much you are prepared to spend and your expectations.

Much of our fees are calculated using an hourly charging rate, the level of which depends upon the seniority and experience of the solicitor dealing with your file and other staff in respect of any work they do on your behalf.

All the time spent on your case is recorded and this total is used to calculate our fees. The time recorded will include meetings with you and perhaps others, reading and working on papers, correspondence, preparation of any detailed costs calculations, speaking to you and others on the telephone, dictating file notes and time spent travelling away from the office when this is necessary.

Time is charged in units of 6 minutes which will encompass, for instance, routine letters and telephone calls.

Our hourly rates have to be reviewed periodically to reflect increases in overhead costs and inflation. Normally the rates are reviewed annually. 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. Our fees are subject to VAT at the rate that applies when the work is done. The rates that currently apply are quoted in the accompanying letter. Our VAT registration number is: 172624859.

If, for any reason, this matter does not proceed to completion, we will be entitled to charge you for work done and expenses incurred up to the point we stop working on your behalf e.g. an aborted property sale or purchase.

10. Expenses

In addition to our fees, invoices may include expenses (sometimes called disbursements) incurred by us on your behalf. You may receive an invoice from us for expenses only. For example, these might relate to: Land or Probate Registry fees, court fees, barristers' fees, experts' fees. Expenses that we consider to be routine will be paid by us on your behalf as a matter of course. In the case of non-routine expenses or those we feel are exceptionally high, we will, wherever possible, seek your approval before incurring the expense and normally ask you for a payment on account of an expense incurred by us on your behalf.

Chancel Repair Liability in Conveyancing Purchase transactions

A chancel is the part of a church which contains the altar, sanctuary and choir. If a property to be purchased is situated within a parish that contains a church which existed prior to 1536, then the property owner may be liable to contribute towards the cost of chancel repairs. This liability derives from historical land ownership of the church and the effects of the Chancel Repair Act 1932. It is good practice to check whether the local parish where a property to be purchased is situated contained a church which had the right to demand contributions towards a chancel's maintenance. Where such a liability is discovered, chancel liability insurance would be recommended, to cover for any required contribution towards repairs.

The Land Registration Act of 2002 allowed the Parochial Parish Council 10 years to register their interest in properties affected by chancel liability. Therefore, the onus was placed on Church Councils to register that interest before the cut-off date of midnight 12 October 2013. However, even if the liability was not registered before this time, it does not necessarily mean it has ceased to exist. It is still possible for the Parish Council to register a notice of chancel repair to owners of an affected property, even if they did not register their interest before the cut-off date.

If the Seller of a property to be purchased themselves purchased, were gifted or inherited the property before 13 October 2013, and there is nothing noted on the registered title concerning chancel repairs, it would be wise to instruct us to obtain insurance to cover the potential liability going forwards.

If the property that you are purchasing is unregistered the Parish Council would need to register a caution against first registration to protect their interest. A caution against first registration would mean the Parish Council's claim to an interest in the property would have to be considered before a property's title can be registered. Again, the liability would still exist before the property has been registered and obtaining insurance would be advisable.

If a risk of chancel repair is identified, any mortgage company being utilising will require Indemnity Insurance being taken out to cover such risk whether you feel it is necessary or not.

If the property that you are purchasing has no mention of the liability on the title or there is no caution against first registration, and it was purchased previously by the seller on or after 13 October 2013, then you will not be liable for the contribution to the chancel repair.

If you would like Chancel Repair Indemnity Insurance to be put in place for a Purchase transaction come what may, do let us know.

11. Estimates

Where our fees are not fixed, we shall give you an estimate of our likely fees including expenses for carrying out your instructions. This will be based on the information you give us and our assessment of the work involved. Whilst this will not normally be a fixed quotation (see below), we will notify you of any revisions to our estimate resulting from changes in the nature or extent of the work and discuss these with you.

We will also provide you with an estimate of how long it will take to complete your instructions. We will confirm this in writing and update you if it changes.

12. Quotations and fixed rates

When we provide a written quotation for your agreement, or agree a fixed fee for a specific transaction, this will be binding on us for the agreed work. Obviously, the quotation will only apply to work actually covered by it. If you ask us to do additional or different work that is not covered by the quotation, or if the timescale changes for completing the work, this will usually result in additional charges and/or a revised quotation.

13. Funding expenses

In certain cases we are able to make arrangements for you to enter into an expense funding agreement. This arrangement generally applies to litigation cases where there is a reasonable prospect of you successfully recovering costs and expenses from your opponent. However, at the conclusion of the case you will be required to repay the amount of funding provided together with interest at the prevailing rate.

14. Payments on account of fees and expenses

We may agree for you to make payments on account of anticipated fees and expenses. It is very helpful if you deal with such requests promptly, but if there is any difficulty in doing so, please let your solicitor know as soon as possible.

15. Interim bills

We will deliver bills to you at regular intervals or at the completion of a particular stage[s] during the conduct of your case. This will enable you to budget for our charges. We hope you understand that in the event of payment not being made, we may decline to act further. A full account for all work done up to that date will then be sent to you.

16. Upper limit on our fees

As a privately paying client you may set an upper limit on the fees that may be incurred by us without further authority from you. We will seek your permission before exceeding any limit we agree with you.

17. Interest on unpaid invoices

If any part of our invoice remains unpaid for more than one month after the date of the bill are entitled to charge you interest and/or suspend the work we are doing for you. Where interest is to be charged, it is calculated at 8% on bills outstanding over one month.

You can pay our invoices by cash or cheque. For anti-money laundering reasons, cash payments are accepted at our discretion. If you wish to make payment by cash this will be subject to the maximum £500 limit explained below. We can also arrange for you to make regular monthly payments towards our bills through Standing Orders with your bank.

If you have any difficulty in paying an invoice, please discuss this with us as soon as that becomes apparent so that we may try to work out a mutually satisfactory arrangement but please bear in mind that any deferral of payment will result in the addition of interest payments as specified above.

You have the right to object to our bill and can apply to the court for an assessment under Part III of the Solicitors Act 1974. If you subsequently refer a complaint about our bill to the Legal Ombudsman, they may be able to consider it.

18. Other Parties' Charges and Expenses

In some cases and transactions a client may be entitled to payment of costs by some other person. It is important that you understand that in such circumstances, the other person may not be required to pay all the charges and expenses which you incur with us. You

have to pay our charges and expenses in the first place and any amounts which can be recovered will be a contribution towards them.

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 them from the other party 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 that interest.

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

A client who is unsuccessful in a court case may be ordered to pay the other party's legal charges and expenses. Such payment would be payable in addition to our charges and expenses. In certain types of cases, arrangements can be made to take out insurance to cover liability for such legal expenses. Please discuss this with us if you are interested in this possibility.

19. Payment Arrangements

Property transactions

We will normally send you our bill following the exchange of contracts and payment is required on a purchase prior to completion; and at completion, on a sale. If sufficient funds are available on completion, and we have sent you a bill, we will deduct our charges and expenses from the funds.

Administration of estates

We will normally submit an interim bill at regular stages during the administration, starting with the obtaining of a Grant. The final account will be prepared when the Estate Accounts are ready for approval. If sufficient funds are available, and we have sent you a bill, we will deduct our charges and expenses from the funds.

Other cases or transactions

It is normal practice to ask clients to pay sums of money from time to time on account of the charges and expenses which are expected in the following weeks or months. We may invite you to set up a banker's standing order at a level which will ensure that costs are fully paid by the conclusion of your 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. In any event, we reserve the right to send you our interim bills during the progress of your matter. These may be triggered by time, value or the stage reached in your matter. We will discuss and agree with the arrangements for sending you interim bills. Ideally this will be done when we take your instructions and will be confirmed in our "client care letter". If such requests are 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 must reserve the right to stop advising you or working on your matter.

20. Payments of Interest on Money held in Client Accounts

Any money received on your behalf will be held in our Client Account with Lloyds Bank Plc. We will pay you any interest in accordance with the prevailing SRA deposit interest rules. We can arrange for large sums to be held in a special client account of your choice to earn a higher rate of interest, if you ask us to do so.

Where a client obtains borrowing from a lender in a property transaction, we will ask the lender to arrange that the loan cheque is received by us a minimum of 4 working days prior to the completion date. If the money can be telegraphed, we will request that we

receive it the day before completion. This will enable us to ensure that the necessary funds are available in time for completion. Such clients need to be aware that the lender may charge interest from the date of issue of their loan cheque or the telegraphing of the payment.

21. Storage of Papers and Documents

On completion of our work and payment of our fees, we will return to you any records or other documents you have provided to us for that work. We reserve the right to retain all papers until all our invoices have been paid in full [this is called exercising a lien]. Unless you instruct us otherwise, we will retain files for a minimum period of six years (other than for abortive work where files will be retained for a minimum period of one year). After that, storage is on the clear understanding that we have the right to destroy the file after such a time as we consider reasonable or to make a charge for storage if we ask you to collect the papers and you fail to do so. We will not, of course, destroy any documents such as Wills, Deeds and other securities that you ask us to hold in safekeeping. No charge will be made for such storage unless prior notice is given to you in writing.

We may scan incoming correspondence and documents received from you. In such cases you should retain a copy of any letters or documents you send us for your own use as we may destroy the originals after scanning.

Normally, we will not charge for the retrieval of papers or documents from storage in relation to continuing or new instructions to act for you. However, we may make a charge based on time spent for producing stored papers or documents to you or another at your request. We may also charge for reading correspondence or other work necessary to comply with your instructions. Our charges will be set at the rates mentioned in paragraph 6 above.

22. Copyright

When we draft documents for you, the copyright in them belongs to us and you are licensed to use them for the purpose for which they were prepared.

23. Termination

You may end your instructions to us in writing at any time, but we can keep all your papers and documents while there is still money owing to us for our fees and expenses. If at any stage you do not wish us to continue doing work and/or incurring fees and expenses on your behalf, you must tell us clearly in writing.

We may decide to stop acting for you only with good reason. We will give you reasonable notice that we will stop acting for you.

If you or we decide that we should stop acting for you, you will pay our charges up to that point. These are calculated on the basis set out in our client care letter and these terms and conditions.

If a Court case is involved, you may need to file with the Court a "Notice of Acting in Person" and, if you fail to do so, it may be necessary for us to apply to the Court to come off the record which application would involve you in further costs.

If we have taken your instructions anywhere other than in our offices and in doing so made a contract to provide you with specific services, the *Cancellation of Contracts made in the Home or Place of Work Regulations 2008* apply. Under these Regulations, you have the right to cancel the contract or instructions if you wish to do so. You must send your

Cancellation Notice in a letter or email to the person dealing with your matter. If you wish to cancel your instructions, the Cancellation Period is 7 days from the date you received these Terms.

If you ask us to start work for you before the expiry of the 7 day cancellation period and then you subsequently cancel your instructions, you will still be required to pay our fees for the work done before the cancellation. If you entered into a credit agreement at the time you instructed us e.g. to fund a legal expenses policy, that agreement will automatically be cancelled if you cancel your instructions.

24. Referrals

If you have come to us via a third party referral arrangement, we will provide you with details of those arrangements including any monies paid to us as a result of your referral or any monies that we might pay to a third party in return for introducing you to this firm. This is done in accordance with the Solicitor's Code of Conduct – Rule 9.

25. Equality and Diversity

This firm is committed to promoting equality and diversity and does not discriminate in its dealings with clients, third parties and employees. Please contact us if you would like a copy of our Equality and Diversity policy.

26. Disability Discrimination Act 1995

In our effort to address the above Act, if you need to visit us and think there might be circumstances giving rise to difficulties of access to or within our offices, please let us know so that we can discuss mutually convenient alternative arrangements.

27. Money Laundering

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.

28. Financial Arrangements with Clients

Our firm's policy is to only accept cash up to **£500.00**. Payments should not be made into our bank without our knowledge.

If you try to avoid this policy by depositing cash directly with our bank, we may decide to charge you for any additional checks we consider 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.

29. Mortgage Fraud

If we are also acting for your proposed lender in a conveyancing transaction we have a duty to fully reveal to your lender all 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 a seller is giving you

30. Financial Services

We are not authorised by the Financial Conduct Authority. If, while we are acting for you, you need advice on investments, we may have to refer you to someone who is authorised by the Financial Conduct Authority (FCA) as we are not. However, as we are regulated by the Solicitors Regulation Authority (SRA), we may be able to 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.

Whilst, we are not authorised by the FCA, we are included on the register maintained by the Financial Conduct Authority so that we can carry on insurance mediation activity, which is broadly the 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 Conduct Authority website at www.fca.org.uk/register.

The Solicitors Regulations Authority is the independent regulatory arm of the Law Society. The Legal Ombudsman is the independent complaints-handling arm of the Legal Services Board. If you are unhappy with any investment advice you receive from us, you should raise your concerns with either of those bodies.

31. Auditing and Vetting of Files

External firms or organisations may conduct audit or quality checks on our practice. These external firms or organisations are required to maintain confidentiality in relation to your files. By signing and returning the copy of the Client Care Letter, you consent to a third party inspection of your file.

32. Terms and Conditions of Business

Unless otherwise agreed, and subject to the application of then current hourly rates, these Terms and Conditions of Business shall apply to any future instructions given by you to this firm. Where these Terms change we will send you the updated version at the time they change or the next time you instruct us.

33. 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.

Ideally, we would like you to sign and return the acceptance slip with these Terms as confirmation that you have read, understood and agree to them. In any event, your continuing instructions in this matter will amount to an acceptance of these Terms and Conditions of Business.