

LEGAL & PROPERTY LIMITED

trading as



TERMS & CONDITIONS OF BUSINESS

This document sets out the basis upon which we will act for you and explains our charges. Please read the document carefully and do not hesitate to contact us if you have any queries or concerns.

Unless otherwise agreed by us in writing, and subject to the application of then current hourly rates, these terms and conditions of business shall apply not only to your current instructions but also to any future instructions given by you to us.

Legal & Property Limited
Company Number: 6398017
Registered in England & Wales
Registered Office:
Ariel House
Frogmore Street
Tring
Hertfordshire.
HP23 5AU.

Authorised and regulated by the Solicitors Regulation Authority – 471942

CONTENTS

SECTION	PAGE NUMBER
1. OUR AIM	3
2. OUR COMMITMENT TO YOU	3
3. PEOPLE RESPONSIBLE FOR YOUR WORK	3
4. OFFICE HOURS	3
5. CHARGES AND EXPENSES	3
6. BILLS	4
7. LATE PAYMENT INTEREST AND CHARGES	5
8. OTHER PARTIES' CHARGES AND EXPENSES	5
9. INTEREST PAYMENTS	5
10. BANK CHARGES	5
11. CHAPS PAYMENTS	6
12. STORAGE OF PAPERS AND DEEDS	6
13. GENERAL	6
14. TERMINATION	7
15. RAISING QUERIES OR CONCERNS WITH US	7
16. AUDITS	8
17. INDEMNITY INSURANCE	8
18. OUR LIMITED LIABILITY	8
19. MONEY LAUNDERING	9
20. DATA PROTECTION	9
21. BANKING CRISIS – CLIENT'S MONEY	10
22. TERMS AND CONDITIONS OF BUSINESS	10
ACCEPTANCE & INSTRUCTING US TO START WORK WITHOUT DELAY	11

1. OUR AIM

We aim to offer you quality legal advice with a personal service at a fair cost. As a start, we hope that it is helpful to you to set out the basis on which we will provide our professional services.

2. OUR COMMITMENT TO YOU

We will:

- 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
- explain to you the costs you will have to pay to us and others
- progress your matter as quickly as possible
- make sure that you understand the likely degree of any financial risk which you will be taking on
- keep you regularly informed of progress
- try to avoid using technical legal language or legal jargon when communicating with you
- deal with your queries promptly

3. PEOPLE RESPONSIBLE FOR YOUR WORK

You will be notified who will carry out most of the work on your behalf and his/her status within the firm. The firm's Managing Director is Krishan (Harry) Alexander who is ultimately responsible for the work.

We will try to avoid changing the people who handle your work but if this cannot be avoided, we will inform you promptly who will be handling the matter and why the change was necessary.

The person responsible for your matter will work closely with his/her secretary and other support staff. In many cases the secretarial and support staff will be able to assist you with any queries or concerns you may have and you should contact them in the first instance. If you need to speak personally with the person handling your case you will be put through to them if they are available otherwise they will call you back as soon as possible. Alternatively, you can leave them a voicemail message or send an email.

If you wish to see the person responsible for your work please either telephone his/her secretary or call into the office to make an appointment. An appointment will be made for you at the earliest opportunity. Please note that all staff within the firm organise their work schedule in advance and that in the circumstances it is essential that you make an appointment if you wish to meet with the person responsible for your work. Equally, please let us know at least 24 hours beforehand if you wish to cancel an appointment otherwise a charge will be made.

Sometimes we may ask other companies or people to do typing / photocopying / other work on our files to ensure this is done promptly. We will always seek a confidentiality agreement with these outsourced providers. If you do not want your file to be outsourced in any way, please tell us as soon as possible.

4. OFFICE HOURS

Our offices are open between 9 am and 5 pm Monday to Friday. We close between 1- 2 pm for lunch. To ensure that we are able to attend to the post and deal with other administrative matters, our switchboard closes between 1 - 2 pm and at 5 pm Monday to Thursday and at 4.30 pm on Friday.

5. CHARGES AND EXPENSES

We will advise you as appropriate if you may be eligible for Public Funding (Legal Aid) or other financial assistance towards your own and/or an opponent's costs. Please note that we do not offer Legal Aid and that if you cannot afford to pay privately, you will need to instruct another firm to act for you.

We will charge you for the work carried out on your behalf either on a fixed fee or hourly rate basis. You will be informed of the basis upon which you will be charged at the beginning of the case.

Fixed Fee

When you are to be charged a fixed fee, you will be informed of the amount of the fee at the outset. We will add VAT to our charge at the rate that applies when the work is done. At present, VAT is 20%. In addition to our fee you will be responsible for meeting any disbursements i.e. expenses which become payable on your behalf. In a conveyancing transaction, for example, you will be responsible for search fees, stamp duty land tax, land registry fees etc. In a litigation matter, for example, you will be responsible for court fees, barristers fees etc. All such expenses will be payable in advance. We will, of course, provide you with an estimate of the expenses you are likely to have to meet and when payment for them is likely to be needed.

If we do not complete the work, we will charge you at the hourly rate applicable to the person who carries out the work on your behalf. We will charge for writing letters, receiving letters, and for making and taking telephone calls in units of 1/10th of an hour (ie. 6 minute units). Our total charge will not exceed the fixed fee quoted. Our bill will also include VAT and disbursements.

We will inform you if any unforeseen extra work becomes necessary - for example, due to unexpected difficulties or if your requirements or the circumstances change significantly during the matter. We will also inform you in writing of the estimated cost of the extra work before incurring extra costs. We will attempt to agree an amended charge with you. If we cannot reach agreement, we will do no further work and charge you on an hourly basis for work to date, as set out above.

It is our normal practice to ask clients to make payments on account from time to time. These payments help to meet our expected charges and expenses, and help to avoid delay in progressing the matter.

Hourly rate

Our charges will be based mainly on the time spent dealing with your case. Time spent on your affairs will include meetings with you; considering, preparing and working on papers; correspondence; travelling to and from meetings or court and other venues on your behalf and making and receiving telephone calls and emails.

You will be charged the hourly rate applicable to the person responsible for your work. Routine letters and routine telephone calls made and received will be charged for in 6 minute units as above. Again, we will add VAT to our charge and you will also be responsible for any disbursements (i.e. expenses) payable in respect of your matter as explained above.

In addition to the time spent, we may take into account a number of factors including any need to carry out work outside normal office hours, the complexity of the issues, the speed at which action has to be taken, any particularly specialist expertise that the case may demand etc. In particular, in property transactions, in the administration of estates and any matters involving a substantial financial value or benefit to a client, a charge reflecting, for example, the price of the property, the size of the estate, or the value of the financial benefit may be considered. Where a charge reflecting any value element is to be added we will explain this to you at the outset.

When charges are based on our hourly rates, you will be provided with an estimate at the outset and at least every 6 months if the matter continues beyond that time. We will inform you as soon as practicable if it appears that any estimate may be exceeded.

If we do not complete the work, we will charge you in full for the work done and expenses incurred on your behalf. Our fee will be charged at the hourly rate applicable to the person who carries out the work on your behalf. We will charge for writing letters, receiving letters, and for making and taking telephone calls in units of 1/10th of an hour (ie. 6 minute units) in the usual way.

The current hourly rates are set out below:

Matthew Waite	£375.00
Krishan (Harry) Alexander	£375.00
Joanne Elder	£300.00
Ella Jobbins	£275.00

These hourly rates have to be reviewed periodically to reflect increases in overhead costs and inflation. Normally the rates are reviewed with effect from 1st January each year. If a review is carried out before your matter has been concluded, we will inform you of any variation in the rate before it takes effect.

6. BILLS

If we are instructed in connection with protracted matters, for example Court proceedings, divorce, employment disputes, probate etc we will send you a bill for our charges and expenses on a regular basis, usually monthly or quarterly, or when our costs are approaching the amount we are holding on account. This ensures not only that you are aware of the costs being incurred but assists in spreading the costs. It also helps our cashflow which enables us to maintain competitive rates. If we have sufficient funds available on account, we will deduct our charges from these funds. At the same time we will send you a formal receipted account with a breakdown of the work carried out and request you to provide a further payment on account in respect of future work.

In conveyancing transactions our fees will be payable prior to completion together with all expenses. You will be provided with a detailed Completion Statement beforehand giving a breakdown of the sums due. If payment is to be made by cheque we will need to receive your cheque at least 5 working days prior to completion for bank clearance purposes. Alternatively, you can arrange to credit the funds directly to our client account electronically and we will be happy to provide the relevant account details

upon request. If we do not receive payment of our charges and expenses before completion we may decline to complete the matter. Equally, in other matters, if our fees are not paid when requested we reserve the right to decline to act any further until the sums due to us are paid.

In other cases, and unless indicated otherwise, payment is due on presentation of our invoice.

In all cases we reserve the right to deduct any outstanding charges and expenses from monies received on your behalf before accounting to you and, where applicable, in date order so that historical bills are paid first. A charge will be made on each bill to cover the cost of any photocopying, postages, facsimile transmissions, telephone calls and other sundries.

If you have any query about a bill you should contact us straight away. Equally, if you are unable to pay a bill please contact us and explain your position as silence is likely to result in proceedings being taken which, naturally, we would wish to avoid.

7. LATE PAYMENT INTEREST AND CHARGES

If you do not pay our fees and expenses when they are due:-

- we have the right to decline to carry out any further work for you;
- we will charge interest on the outstanding balance at the rate of 4% above the base rate of Barclays Bank PLC until the debt is paid in full; and
- you will also be liable to pay our administration charges in writing to you and taking any other action to recover the debt. Our administration charges will be based on an hourly rate of £100 and time will be charged in 6 minute units i.e. each letter or telephone call will be charged at 1/10th of the hourly rate (£10 plus VAT).

We reserve the right to issue court proceedings if our account remains unpaid for more than one month. If we have to start court action we may also be entitled to claim court fees and solicitors' costs.

8. OTHER PARTIES' CHARGES AND EXPENSES

In some cases you may be entitled to payment of costs by some other person. This can happen, for example, in Court proceedings or in the grant of a new Lease. It is important that you understand that in such circumstances, the other person may not be required to pay all the charges and expenses 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.

It is also important to note that in litigation matters you may not recover your costs (either in full or at all) from your opponent even if your claim succeeds in its entirety. Your opponent may have legal aid or there may be other reasons why the court does not award costs in your favour. Furthermore, even if you are awarded costs, your opponent may not be capable of paying. We will, of course, discuss the costs implications of your matter with you in detail as appropriate.

You will be responsible for paying our charges and expenses incurred in seeking to recover any costs due to you from a third party, if you instruct us to do this for you.

You should also note that if you are unsuccessful in a Court case you may be ordered to pay the other parties' legal costs and expenses. These sums will be payable in addition to our own charges and expenses. Arrangements can sometimes be made to take out insurance to cover liability for such expenses, even if the case has already started. Please discuss this with us if you are interested in this possibility.

9. INTEREST PAYMENTS

Any money received on your behalf will be held in our client account. Because of the cost of administration, interest of less than £25 will not be paid. In other cases, however, and subject to certain minimum amounts and periods of time set out in the Solicitors Accounts Rules 2011, interest will be calculated and paid to you at the rate from time to time payable on Barclays Bank Plc's designated client accounts at the conclusion of your matter.

10. BANK CHARGES

If we need to arrange special clearance of a cheque received from you or on your behalf, you will be liable to pay our bank's fee for this service. Equally, you will be liable to pay the bank's fees if any cheque received from you or on your behalf is dishonoured. If a cheque is dishonoured, our bank will not attempt to represent it but, instead, will return the cheque unpaid and we will contact you to make alternative arrangements for payment, usually by direct transfer to our account. You will also be liable to pay our administration charges as per paragraph 7 above.

11. CHAPS PAYMENTS

If we need to make a payment to you during or after a transaction we will do so by CHAPS (same day electronic transfer) for which we make a charge of £40 + VAT. This represents our fee for the time spent in effecting the payment and includes our bank's charge to us for this facility.

Please note that it is not this firm's policy to process international payments nor to pay funds to third parties that are not our client.

12. STORAGE OF PAPERS AND DEEDS

We are entitled to keep all your papers and documents whilst any money is owing to us - this is known as a lien. Otherwise, we will keep our file of papers (except for any of your papers which you ask to be returned to you) for not less than 1 year and on the understanding that we have your authority to destroy the file after such period as we consider reasonable. We will not, of course, destroy any documents you ask us to keep in safe custody.

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 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. We now store our completed files electronically and in the circumstances you will be charged for photocopying if a hard copy is required once the file has been scanned.

In order to meet the costs of storage and insurance, we will make a charge of £40 plus VAT per annum for each set of deeds or documents we hold on your behalf *. Our first invoice will be delivered on receipt of the documents to be held in safe custody. Further invoices will be delivered annually thereafter or when you ask for the deeds and documents to be returned to you. * We do not charge for storing Wills.

13. GENERAL

13.1 Your liability for a company

In the event that we are instructed to act for any private company in which you or your family are interested; or of which you are an officer or shareholder; or on whose behalf you instruct us to act, and that company fails to pay any money due to us, by signing these Terms & Conditions of Business **you agree to be personally responsible** for any unpaid amount in accordance with the terms of these Terms and Conditions of Business.

13.2 Sharing Information with Others

In many instances, it will assist your matter if we are able to disclose certain information to others. In conveyancing matters, for example, in order to improve transparency of transactions, raise service levels and provide better communication and a more efficient process, it is often beneficial to share information with other parties involved in the transaction and any related chain of transactions e.g. solicitors acting for other parties, estate agents etc.

You authorise us to make any disclosures regarding your affairs to third parties which we consider necessary to progress your instructions and are in your best interests.

13.3 Joint Clients

If we are instructed by joint clients then all clients are jointly and severally liable for our fees, notwithstanding any agreement between you as to how you will share the costs. This means that we will be able to look to one client only or to each of our clients to pay the whole of or any balance of any unpaid fees. Instructions are understood to be for the purposes of all of those instructing us. We will act on instructions from any one of those clients unless you instruct us otherwise in writing.

13.4 Delivery of Invoices by Email

If you provide us with an email address, you agree that we may deliver our invoices to you by email.

13.5 FCA – Insurance Business

We are not authorised by the Financial Conduct Authority (FCA). However, we are included on the register maintained by the FCA so that we can carry on insurance mediation activity, which is broadly the advising on, selling and administration of insurance contracts. The relevant register is called the EPF register. 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.

The Law Society is a designated professional body for the purposes of the Financial Services and Markets Act 2000, but responsibility for regulation and complaints handling has been separated from the Law Society's representative functions. The Solicitors Regulation Authority is the independent regulatory body [of the Law Society and the Legal Ombudsman is the independent complaints handling body established under the Legal Services Act, 2007.

14. TERMINATION

Termination By Us

We can decide to stop acting for you only with good reason (e.g. if you have not paid any money due to us; if you fail to give us timely instructions or if your instructions to us require us to act unlawfully or in breach of our professional rules of conduct) and then only on giving you reasonable notice. If you or we decide that we will stop acting for you, you will be billed for all work done on your behalf, as set out in Section 5 above, and we will release any papers to which you are entitled once our account has been paid.

Termination By You

We operate on the basis that you may end your instructions to us at any time by letting us know in writing. You only have to pay for the work done and expenses incurred up to that time.

In addition the law requires us to inform you of a statutory right to cancel your contract with us. This right applies if you are a consumer (and not a business) and you made your contract with us without a meeting at our premises. The additional right is as follows.

- You can cancel the contract without giving any reason.
- The time limit for such cancellation expires after 14 days from the conclusion of the contract.
- To cancel you must inform us of your decision by a clear statement (e.g. a letter or email). You may use the model cancellation form set out below, but it is not obligatory. Please copy the form if you wish.
- If you so cancel we will promptly reimburse to you all payments received from you, except for sums due as a result of you requesting us to start work.

Model Cancellation Form

To: Matthew Waite & Co, Ariel House, Frogmore Street, Tring, Herts, HP23 5AU. Fax: 01442 890955.
Email: harry@matthewwaite.com

I/We* hereby give notice that I/we* cancel my/our* contract for the supply of the following service:

.....

Ordered on*/received on*.....[date]

Name of consumer(s):.....

Address of consumer(s):.....

Signature of consumer(s)(only if this form is notified on paper):

Date:

* Delete as applicable

Important: If you wish us to start work on your matter without delay (i.e. within the next 14 days), you must sign the last section in the box on page 11 of these Terms & Conditions to confirm that request. By doing so, however, you acknowledge that if you cancel this contract you will have to pay for work done and expenses incurred up to the date you cancel. You will lose the right to cancel if we have started work at your request and have fully performed our services by the time you cancel.

15. RAISING QUERIES OR CONCERNS WITH US

Concerns About Our Service

We are confident that we will give you a high-quality service in all respects. However, if at any point you become unhappy with the service we provide to you, then please inform us immediately so that we can do our best to resolve the problem for you. You can obtain a copy of our complaints procedure here - https://www.matthewwaite.com/files/ugd/b543a8_7a8c0f2c8d04433e9b68d91ed8a0981a.pdf

If we are unable to resolve your complaint then you can have the complaint independently looked at by the Legal Ombudsman. The Legal Ombudsman investigates complaints about service issues with lawyers. The Legal Ombudsman expects complaints to be made to them within one year of the date of

the act or omission about which you are concerned or within one year of you realising there was a concern. You must also refer your concerns to the Legal Ombudsman within six months of our final response to you.

The Legal Ombudsman can be contacted at:

PO Box 6806, Wolverhampton WV1 9WJ. Tel: 0300 555 0333.

Website: www.legalombudsman.org.uk

Note that the Legal Ombudsman service cannot be used by businesses or most other organisations, unless they are below certain size limits.

If you are unhappy about a bill you have received from us, as well as your right to complain to us under our complaints procedure, you may also be able to apply for our bill to be assessed by the court under Part III of the Solicitors Act 1974.

We are regulated by the Solicitors Regulation Authority ("SRA") and so are subject to the provisions of the SRA Code of Conduct and the SRA Handbook. Copies can be obtained from the SRA website: <http://www.sra.org.uk>

Concerns About Barristers or Others

Any barrister or other professional we instruct on your behalf should have their own complaints process. If you are not happy with their service you can complain to them direct but please let us know and we will do what we can to resolve the matter. Alternatively, we can tell you how to make your complaint, if they have not given you that information themselves.

16. AUDITS

Our professional rules require us to submit an Annual Accountant's Report to the Solicitors' Regulation Authority. In addition, we may be subject to audits by other accredited quality auditors such as the Solicitors Regulation Authority or the Law Society. All auditors guarantee confidentiality but, from the nature of an audit, a number of our files must be inspected by the auditors to confirm compliance. By instructing us to act for you, you confirm your consent to your files being audited in this way if required.

17. INDEMNITY INSURANCE

We maintain professional indemnity insurance with Portland Pii. The policy provides cover against civil liability incurred whilst acting for clients with a limit of indemnity of £3 million. Cover includes negligence, the giving of undertakings and loss arising from damage to or destruction of documents. All members of the practice are covered and cover is provided on an each and every claim basis. This means that cover up to the indemnity limit is available for every valid claim.

18. OUR LIMITED LIABILITY

18.1 Maximum Liability of £3,000,000

We limit our liability to you for claims for breach of contract, breach of duty, negligence and for claims otherwise arising out of or in connection with our engagement or the services we provide, in the ways described below. Unless otherwise expressly agreed in writing, our services to you are provided solely for your benefit and we accept no responsibility to anyone else.

Our liability to you shall be limited to £3 million (including interest and costs).

This liability cap will apply to our aggregate liability to you together with any associated party for whom you are acting as agent in relation to the relevant matter on any basis.

18.2 Proportional Liability

In addition to the other limitations in this document, where we and/or third parties are responsible for any loss suffered by you, our liability for that loss will be limited to a fair proportion of your total loss calculated by reference to the extent of our responsibility. If you have engaged others to represent or advise you on a matter in which we are involved and you agree with any of them that their liability to you will be limited, in order that our position is not adversely affected by any such limitation of their liability, you agree that our liability to you will not exceed the amount which would have applied in the absence of that limitation.

18.3 Third Party Liability

If you start proceedings against us for loss or damage and there is another person (for example, another adviser) who is liable (or potentially liable) to you in respect of the same loss or damage, then you will (if we so request) join them into the proceedings. This is subject to any legal prohibition against your joining them in that way.

18.4 No claim against individual employees/officers of the company

We have an interest in limiting the personal liability of employees, consultants and officers of the company. Accordingly you agree that you will not bring any claim against any individual employee, consultant, director or the company secretary in respect of losses which you suffer or incur, arising out of or in connection with our engagement or the services we provide. The provisions of this paragraph do not limit or exclude the company's liability for the acts or omissions of our employees, consultants or directors.

18.5 Money Laundering

As with all other firms of solicitors, this firm is subject to legal duties and obligations under the Money Laundering Regulations and related legislation as mentioned in section 19 below. We shall have no liability to you whatsoever in respect of any losses which you may suffer as a result of any acts or omissions by us in accordance with those duties and obligations.

19. MONEY LAUNDERING

Money laundering legislation imposes very strict duties and responsibilities on all Solicitors which apply each time a Solicitor is instructed, whether by an established client or new client of the practice. In many cases the legislation overrules our duty of confidentiality to clients and places upon us a strict obligation to make a disclosure to the National Crime Agency where we 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.

As a consequence of the legislation now in force, we are obliged to obtain formal evidence of identification from all clients on each transaction including evidence of the client's name and address. Furthermore, we are obliged to ask you to explain the source of any funds you may provide to us during the course of a transaction which might include, for example, any contribution you are making towards the purchase of a property; any payment to us in respect of our fees etc. We will be unable to act until such evidence of identity is provided. We satisfy our duties by requiring you to provide us with certain information and documents and then carrying out an electronic ID check for which the fee will be added to your bill.

Please note that it is our strict policy not to accept more than £250 in cash at any time. 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 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.

20. DATA PROTECTION

20.1 Data Protection Privacy Notice

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, data protection law and our duty of confidentiality.

Please note that our work for you may require us to pass on such information to third parties such as expert witnesses and other professional advisers, including sometimes advisers appointed by another party to your matter. We may also give such information to others who perform services for us, such as typing or photocopying. Our practice may be audited or checked by our accountants or our regulator, or by other organisations. We do not normally copy such information to anyone outside the European Economic Area, however we may do so however when the particular circumstances of your matter so require. All such third parties are required to maintain confidentiality in relation to your files.

You have a right of access under data protection law to the personal data that we hold about you. We seek to keep that personal data correct and up to date. You should let us know if you believe the information we hold about you needs to be corrected or updated.

We have appointed the following person as our representative for the purposes of the Data Protection Act: Krishan (Harry) Alexander.

20.2 Data Protection in Respect of Money Laundering Checks

We may receive personal data from you for the purposes of our money laundering checks, such as a copy of your passport. These will be processed only for the purposes of preventing money laundering and terrorist financing, or as otherwise permitted by law or with your express consent.

You consent to us retaining such data for longer than the five year statutory period, unless you tell us otherwise.

20.3 Data Protection - Your Obligations

If you send us personal data about anyone other than yourself you will ensure you have any appropriate consents and notices in place to enable you to transfer that personal data to us, and so that we may use it for the purposes for which you provide it to us.

20.4 Keeping You Informed

Quite apart from the immediate matter we are handling, we like to send present and past clients information that we think might be of interest to them. That can include information about legal developments or publicity information about us and our services. Please indicate if you are happy to receive such information. You can change your mind at any time, so if you later want to opt out just let us know.

Please tick one box:

I am happy to receive such information	<input type="checkbox"/>
I do not want to receive such information	<input type="checkbox"/>

21. BANKING CRISIS – CLIENTS' MONEY

A banking crisis can affect us all and even impact on money clients pay to their solicitors. The Financial Services Compensation Scheme (FSCS) applies to client money as to other banking deposits. Therefore the scheme covers deposits belonging to clients who are individuals or small businesses up to £85,000, per client, per authorised deposit-taking institution.

Whenever you pay any money to us, it is paid into our client account with Barclays Bank Plc. In the event that Barclays were to collapse then we will, of course make a claim under the FSCS in respect of client money on your behalf and, subject to your consent, give certain client information to the FSCS to help them identify our clients and the amounts to which they are entitled.

Please note, however, in the event of a banking collapse:-

1. It is unlikely that we will be held liable for any losses you incur;
2. The £85,000 FSCS limit applies to the individual client, and so if you hold other personal monies yourself in Barclays, the limit remains £85,000 in total; AND
3. Some deposit taking institutions have several brands, i.e. where the same institution is trading under different names. Barclays, for example, also trades as Woolwich. You should check either with your bank, the FSA or a financial adviser for more information.
- 4.

22. TERMS AND CONDITIONS OF BUSINESS

Unless otherwise agreed by us in writing, and subject to the application of then current hourly rates, these terms and conditions of business shall apply not only to your current instructions but also to any future instructions given by you to this firm. **Your continuing instructions to us will amount to your acceptance of these terms of business** but please sign and date the enclosed copy of this document and return it to us immediately. This is an important document and we would urge you to keep it in a safe place for future reference.

ACCEPTANCE OF TERMS & CONDITIONS OF BUSINESS

By signing here you will be entering into a contract with us and you will be bound by these Terms & Conditions of Business. Do not sign unless you are happy to do so.

ACCEPTANCE

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

If I am/we are signing on behalf of a company, I/we have noted and accept that I/we will be liable to pay your costs and expenses if the company fails to pay as set out in Section 13.1 above.

I/we agree to your liability to me/us for any valid claim being limited to £3m and to the other limitations on your liability set out in Section 18 above.

Signed:

Print name [in CAPITALS]:

Date:

Signed:

Print name [in CAPITALS]:

Date:

IMPORTANT

If you wish us to start work on your matter without delay (i.e. within the next 14 days) you MUST sign below to confirm that request. By doing so, however, you acknowledge that if you cancel this contract you will have to pay for work done and expenses incurred up to the date you cancel. You will lose the right to cancel if we have started work at your request and have fully performed our services by the time you cancel. See Section 14 above.

Signed:

Print name [in CAPITALS]:

Date:

Signed:

Print name [in CAPITALS]:

Date: