

1. HOW WE CALCULATE FEES

Our fees are calculated mainly by reference to the time spent working for you. We aim to offer you quality legal advice with a personal service. Different hourly rates may be charged for different types of work, and according to the seniority of the person who handles it for you. All time spent progressing your files is recorded on our file, including for instance:

- (a) Advising you in meetings and on the telephone
- (b) Negotiating with others on your behalf in meetings, by letter, by email, by fax and by telephone
- (c) Considering, drafting and completing documents, deeds, etc.
- (d) Instructing third parties on your behalf
- (e) Legal and factual research
- (f) Keeping you regularly informed and trying to avoid using technical legal language where possible

The charge for our time includes the normal cost of using other resources such as telephones, photocopiers, facsimiles, etc. There may, however be other factors which will increase our charges, such as exceptional urgency, value, complexity or the need to work unsocial hours.

The person responsible for the day to day handling of your work will be able to give you an approximate indication of the amount of fees incurred at any given time, and discuss any other factors which may affect the final fee.

Routine letters, emails, faxes and telephone calls are charged as 6 minute units of time, and considering incoming letters, faxes and emails as units of 6 minutes.

Unless advised to the contrary, i.e. when an estimate is sent for a conveyancing transaction, the current hourly rates of the person dealing with your matter are set out in the accompanying letter. VAT is added to these.

Our rates are reviewed annually usually at the start of each year this includes both our hourly rates and our fixed fees.

If a review is carried out before a matter has been concluded, we will inform you of any variation in the rate before it takes effect.

Our hourly rates and fixed fees do not include the following:

- (a) Value added tax;
- (b) Disbursements, these are sums paid to third parties on your behalf for example search fees and Land Registry fees;
- (c) Administration charges are sums that we charge internally rather than incurring a disbursement for example photocopying, postages and bank transfer charges

2. DISBURSEMENTS

In addition to our fees, your total costs may include other payments made to third parties on your behalf as work progresses, e.g. probate fees, Land Registry fees, search fees, barrister's fees, etc. These are known as disbursements. We normally request payment in advance for expected disbursements so that we can pay them promptly. Please respond quickly as delay in providing funds may result in delay in dealing with the matter for you. Where disbursements are relatively small, we may exercise discretion and make payments without your specific instructions. If you prefer, however, we are willing to undertake not to make such payments without reference to you, although this may cause delay.

3. VALUE ADDED TAX

Estimates of fees and quoted hourly rates do not include VAT. VAT will be charged on all fees and on some disbursements.

4. KEEPING THE FEES UNDER CONTROL

If you have not used a solicitor before it may be useful to know that you can help to limit the time we need to spend on your case, and therefore the charges, by:-

- (a) Bringing to the first interview any relevant papers, letters, documents, etc.
- (b) Telling us if you have any important time limits or dates of which we should be aware, e.g. holidays
- (c) Dealing promptly with our queries, telephone messages and letters
- (d) Making an appointment if you wish to see someone. If you call in to see someone urgently we will make sure that you are seen as soon as possible, but without an appointment you may be unable to see the person whom you would like, and may incur additional costs.
- (e) Arriving promptly for appointments and letting us know in advance if you are unable to keep an appointment
- (f) Telephoning or emailing us with urgent queries or information. If your solicitor is unavailable, please talk to his or her secretary who will either be able to help, or ensure that your call is dealt with as soon as possible. If your solicitor does not have a secretary then please ensure you leave a message with the receptionist or follow the call up with an email to your solicitor.
- (g) Asking if you are not sure about anything

5. PAYMENT OF INVOICES

All invoices must be settled within 28 days of the date of invoice. We reserve the right to charge interest on outstanding accounts at 4% above our bank's base lending rate, calculated daily from the invoice date to payment. If we have to undertake any debt recovery work in relation to unpaid invoices we reserve the right to charge an administration fee of £150 + VAT. Where we are holding money due to you, e.g. on completion of the sale of a property or where we have recovered monies from a third party on your behalf, fees and disbursements due to us will be deducted and the balance paid to you. In the event of payment not being made within these terms, we reserve the right to suspend work on your file where the account is unpaid and on any other matters being dealt with for you and, ultimately, to decline to represent you further. In those circumstances, final accounts will be rendered for work on all matters calculated to that date. Accounts in respect of a purchase involving a mortgage must be settled prior to completion as it is a condition of using mortgage funds that Stamp Duty Land Tax and Land Registry fees are held by us to ensure that registration of the lender's mortgage is not in any way prejudiced.

6. PAYMENTS ON ACCOUNT

We normally ask clients to deposit an advance payment on account of fees and disbursements. We reserve the right to make the receipt of such payment a condition of our accepting instructions.

7. INTERIM INVOICES

If work is completed within a short period of time it will be invoiced in full on completion. Otherwise interim invoices may be raised at intervals as work progresses.

8. CLEARANCE OF FUNDS

Some types of work, e.g. property purchases and settlement of large claims, may involve us in making substantial payments to third parties from the money which we hold in our client bank account. Our client account is operated in accordance with professional rules which govern payments against uncleared funds. Where money is to be paid to a third party five working days must be allowed for clearance of any cheques deposited with us by you or anyone on your behalf for the purpose of making such payments. In many cases it will be both cheaper and more convenient for you to arrange for funds to be sent to us by telegraphic transfer and we will advise you when this is appropriate.

9. ABORTIVE OR TERMINATED WORK

If work which we have undertaken for you does not proceed to a conclusion, we will charge only for work done up to the point when the matter proves abortive and for any disbursements paid on your behalf. Where you terminate your instructions to us before a matter is concluded, again we charge only for work done up to the point of termination. If required, your files and other papers will be released once payment of our account and any other outstanding accounts has been made.

10. COMMUNICATION BETWEEN YOU AND US AND POSSIBLE CONFLICTS

We aim to offer all our Clients an efficient service and I am confident that we will do so in your case. However should there be any aspect of our service with which you are unhappy and which we cannot resolve between ourselves, please raise the matter with one of our Partners Jane Green, Federica Oliver or Linda Fail.

Unless you advise us otherwise we will address all correspondence to all joint clients and will reveal all information relating to your matter to any other professional or third party who is instructed to assist you in relation to that matter.

If we correspond with you via email any documents that are attached will not be encrypted (save for our bank account details) and it will be your responsibility to ensure that your computer is properly protected against viruses and other harmful codes or devices. We cannot guarantee the security of emails sent by us or when they will arrive. We do not accept any responsibility for any loss or damage caused by emails arriving late or by their security being broken.

Unless you advise us that they are not secure we will send you emails and leave voicemail messages.

If any conflict arises between you and any other of our clients we may need to cease acting for you. A conflict may also arise where we are acting for a lender in this case we may need to cease acting for you, the lender or both. Any costs incurred to date will still be chargeable to you.

If we are obliged to provide any information to our auditors or professional indemnity insurer you hereby waive any right of confidentiality in these circumstances. All Solicitors must attempt to resolve problems that may arise with their services. It is therefore important that you immediately raise any concerns you may have with us. We value you as a Client of the firm and would not wish to think you have reason to be unhappy with us.

11. CYBER FRAUD

The firm's account details will only be sent to you by post, fax or secure email. Please ensure that you telephone the office to verify the details before sending any funds. We will not accept any responsibility for any loss you suffer by sending funds to the wrong account. If you receive any communication which

suggests that Ellicotts LLP have changed their bank account details, do not take any action in connection with that correspondence and please telephone the person who is dealing with your case to notify them. Please ensure that your computer anti-virus and malware software is fully up to date to avoid your communications with us being infected or taken over by fraudsters.

12. BANK INTEREST

The Solicitors Accounts (Deposit Interest) Rules govern the conditions under which we pay interest on money which we are holding for you. If we hold money on which interest may be payable to you, we reserve the right either to deposit the money in a separate designated deposit account at our bank, or to hold it in our general client account. We make no separate administrative charge for this service. We will also maintain records in respect of interest earned as required by the Inland Revenue and our professional rules. No interest will be payable if the amount calculated on the balance held is £20 or less.

13. STORAGE OF DEEDS AND DOCUMENTS

We store completed files for a minimum period of six years. We no longer store deeds. We may charge you for time spent following a request from you to retrieve your file. We do not charge for storing original Wills.

14. IDENTITY AND DISCLOSURE REQUIREMENTS/MONEY LAUNDERING REGULATIONS 2017 AND CRIMINAL FINANCES ACT 2017

The Criminal Finances Act 2017 came into force on 30th September 2017. The Money Laundering Regulations 2017 came into force on 26th June 2017. This is very important legislation which requires all solicitors, accountants, auditors and other professional advisers engaged in relevant business to report suspicious transactions to the National Crime Agency (NCA). The legislation creates an obligation upon this firm to report suspicious transactions we are asked to deal with. This includes money laundering, tax evasion and any other illegal activity regarding financial transactions and overrides any duties of confidentiality we owe to our clients.

A person commits an offence if he:

- a) Conceals criminal property.
- b) Disguises criminal property.
- c) Converts criminal property.
- d) Removes criminal property from England and Wales or from Scotland or from Northern Ireland.
- e) Acquires criminal property.
- f) Uses criminal property.
- g) Has possession of criminal property.

Criminal property is defined as any benefits received from criminal conduct. This would include any form of tax evasion involving income tax, corporation tax, capital gains tax, stamp duty land tax or inheritance tax. It would also encompass any form of benefit or VAT fraud as well as transactions involving large amounts of "cash". If we have any reason to suspect that misleading information has been provided to the relevant tax authority then we are legally bound to inform NCA. If we do not notify NCA of any suspicion we may have regarding a particular transaction then the Money Laundering Reporting Officer for this firm can be imprisoned for a period of up to 14 years. The firm can also be fined and ordered to suffer a confiscation order in relation to the value of the transaction as a whole. We trust you will appreciate that the law now imposes draconian measures upon us if we do not inform NCA of any suspicious transaction.

15. DATA PROTECTION/QUALITY STANDARDS

The General Data Protection Regulations 2018 came into force on 25th May 2018 and requires us to advise you that your particulars are held by us. We will store your ID documents for as long as we are required to keep your file. We will only use your personal data in connection with the matter you have instructed us to act for you. Once the file is destroyed we will also proceed to destroy any of your personal data we are holding.

16. PROFESSIONAL INDEMNITY INSURANCE

The firm currently has professional indemnity insurance limited to a maximum of £3 million. In your entering into the terms of agreement with the firm you agree to limit any claim against the firm to a maximum of £3 million.

17. BANKERS

Please note that such sums held by us on your behalf in our Client Account are guaranteed up to the limit under the current statutory scheme (but please note that this figure may be reduced if you already hold an account with this bank or any of its subsidiaries).

18. 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 our charges and expenses. 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 this clearly in writing.

If work which we have undertaken for you does not proceed to a conclusion, we will charge only for work done up to the point when the matter proves abortive and for any disbursements paid on your behalf.

Where you terminate your instructions to us before a matter is concluded, again we will charge only for work done up to the point of termination. If required, your files and other papers will be released once payment of our account and any other outstanding accounts has been made.

If we decide to stop acting for you, for example if you do not pay an interim bill or comply with the request for a payment on account, we will tell you the reason and give you notice in writing.

Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, for some non-business instructions you may have the right to withdraw, without charge, within fourteen working days of the date on which you asked us to act for you. However, if we start work with your consent within that period, you lose that right to withdraw. Your acceptance of these Terms of Business will amount to such a consent. If you seek to withdraw instructions, you should give notice by telephone, email or letter to the person named in these Terms of Business as being responsible for your work. The Regulations require us to inform you that the work involved is likely to take more than 30 days.

19. CORPORATE ENTITIES

When accepting instructions to act on behalf of a corporate entity (limited company, LLP etc) 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.

Where we are acting for a corporate entity there will be no duty of care to any other person ie shareholders or directors of the corporate entity.

20. FINANCIAL ARRANGEMENTS WITH CLIENTS

We can only accept amounts of cash up to £500 per transaction.

On the conclusion of the retainer, monies due to you will be paid by cheque or telegraphic transfer, but not in cash, and will not be made payable to a third party unless we have written consent by way of a signed TT Authority Form.

21. Privacy

We confirm that we will deal with all personal data as per the terms of our Privacy Policy which can be found on our website www.ellicotts.co.uk. If you would like a paper copy of our Privacy Policy please contact us.

22. CONVEYANCING QUALITY SCHEME

The firm is accredited with the Law Society's Conveyancing Quality Scheme which means that all our residential property cases are conducted in accordance with the Conveyancing Protocol.

23. LIABILITY

This retainer is with Ellicotts LLP and accordingly by accepting these terms you agree that there is no personal liability by any member or employee of Ellicotts LLP.

We are covered by professional indemnity insurance, a copy of the schedule is available for inspection in our offices. The limit of our insurance is £3,000,000 and accordingly you hereby agree that our liability to you is limited to this amount per transaction.

None of the provisions of this retainer are intended to be enforceable by any third parties. Our advice is for your benefit only and you are not permitted to pass it to any third parties without our prior written consent. If you do then we accept no responsibility to them for it.

24. SEVERENCE AND SUSPENSION

If any of these terms become illegal or unenforceable then they shall be severed from this agreement and the remaining terms shall remain valid and enforceable.

Our obligation to provide legal services to you will be suspended where this is reasonably required for reasons outside our control.

25. LITIGATION

COSTS

In certain circumstances if you are successful in your matter you may be able to claim your costs from a third party. However, although the Court may consider that you incurred those costs reasonably they may not agree that it is reasonable for that third party to cover them all, therefore, there may be some costs charged by us that you are not entitled to recoup from that third party. Also there may be some disbursements that you will be liable for that you may not be able to recover. The Court may make orders

throughout the case in relation to certain applications whereby one party will be responsible for the costs of another. Notwithstanding the above you will remain liable for our costs in full and if your opponent is legally aided you may not be entitled to recover anything from them even if your case is successful. If you lose your case you may have to pay the costs of your opponent as well as your own. In some circumstances costs may be limited to fixed costs.

If you are involved in a road traffic accident on or after 6th October 2003 and your case settles before court proceedings are issued the costs that you may be able to recover will be fixed by court rules, any costs that exceed this sum will remain your responsibility.

If you are an executor or trustee you will normally be able to recover these costs from the estate. However, if the action against you is in connection with your conduct as an executor or trustee and your case is not successful the Court may order that you pay these costs personally.

Any matters referred to tribunals or arbitration or any other form of dispute resolution may involve additional and/or irrecoverable costs.

Documents

Unless you instruct us to the contrary, the document can only be served personally or in our discretion we decline to do so, we will be authorised to accept service of documents on your behalf sent by a court or any third party with whom you are in dispute.

Ceasing to Act

If we cease to act for you for whatever reason then you agree to send notice to the court and any other party involved stating that we are no longer acting and advising of the details of your new solicitor. Your new solicitor may do this on your behalf. If you do not do this then you authorise us to do this and we will list your correspondence address as your official address for service of documents and state that you are acting in person.

26. THIRD PARTY ENQUIRIES

If we are asked by a third party if we are instructed by you, or you ask us to contact a third party to confirm the same we may write to them direct or to you to pass on the correspondence. If appropriate to do so we may charge you for this service. We may also be asked if there are any outstanding bills you still owe us for, whether we are holding any documents on your behalf or whether we are acting for you in any litigation matters.

27. COMPLAINTS

My firm aims to offer all clients an efficient and effective service and I am confident that we shall do so in this case. Should there, however, be any aspect of our service with which you are unhappy, please let me know immediately so that any problems can be resolved as soon as possible. If you feel we have been or will be unable to resolve the matter between ourselves, then please contact my Senior Partner, Miss Jane Green [my Partner Federica Oliver]. We have a procedure in place to deal with this which is available upon request. If things remain unresolved you can then contact the Legal Ombudsman. Any complaint made to the Legal Ombudsman must usually be made within 6 months of our final written response about your complaint and no more than six years from the date of act/omission; or no more than three years from when you should reasonably have known there was cause for complaint.

For further information you should contact the Legal Ombudsman at PO Box 6806, Wolverhampton, WV1 9WJ, telephone number 0300 555 0333, website www.legalombudsman.org.uk.

28. ACCEPTANCE OF THESE TERMS

Unless otherwise agreed, and subject to the application of the current hourly rates, these terms of business shall apply to any future instructions given by you to this firm.

Although your continuing instructions in this matter will amount to an acceptance of these Terms of Business, it may not be possible for us to start work on your behalf until one copy has been returned to us for us to keep on our file.

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*I/We confirm I/we have read and understood, and I/we accept, these terms of business.*

Signed .....

Dated .....

Name (in block capitals) .....

*Signed* .....

*Dated* .....

*Name (in block capitals)* .....