

WILLSONS SOLICITORS

CONVEYANCING - TERMS AND CONDITIONS OF BUSINESS

1 INTRODUCTION

- We aim to offer our clients quality legal advice with a personal service at a fair cost. This statement confirms the basis on which we will provide our professional services.
- Unless otherwise agreed, these Terms and Conditions of business shall apply to any future instructions given by you to us.
- By instructing or continuing to instruct us, you are deemed to have accepted these Terms and Conditions. These Terms and Conditions can only be altered in writing.
- We are only able to progress matters on your instructions. We therefore ask that you promptly provide instructions and information to us when requested to do so and that if there are periods during which you will not be available, you warn us in advance and supply alternative contact details
- If two or more persons are instructing us jointly on the same matter then, unless you advise us in writing to the contrary, we shall be entitled to assume that any one for them has the authority to give instructions for all. Everyone jointly instructing us will be individually responsible for the payment of all our fees.

2 SERVICE COMMITMENT

Service Standard

During the retainer we will endeavour to:

- keep you informed of progress
- communicate to the best of our ability in plain language
- explain the legal work that may be required on your behalf
- advise you regularly of the costs/risk benefit of pursuing a matter (where appropriate)
- where you have received a "fixed price quotation" not to carry out additional work without obtaining your prior approval of any additional costs to be incurred

Responsibilities:

- To review your file regularly and where appropriate advise of any changes in the law, (circumstances or risk which could affect the outcome).
- You must ensure that you provide us with clear and prompt instructions (in writing when requested)
- We reserve the right to stop work (and also to instruct agents to stop work on all matters) if any invoice on any matter shall be overdue for payment.

Hours of Business:

- We are open Monday - Friday between the hours of 9:00am and 5:00pm.
- We will close on statutory holidays and will display in our office closing times for Bank Holiday and Christmas holiday periods.
- We do not operate an out of hours service

People responsible for your work:

Your matter will be dealt with by a Partner, Assistant Solicitor, Legal Executive or Conveyancing Executive. A letter will be sent to you at the outset stating who is dealing with the matter and giving the name of the Supervising Partner.

Sometimes however work will be delegated to another member of staff where we deem it appropriate to expedite matters or minimize expense. All support staff are closely supervised and the practice takes complete responsibility for their work.

Complaints:

You will have been advised of the name of the person who has conduct of your matter on a day to day basis and who the head of department is for your particular matter.

It is our aim to produce the very highest level of service to our clients. However, if you are dissatisfied about the way in which your case is being handled then you should adopt the following procedure:-

- i) Contact the person direct who is handling your case and advise them of your concerns. Most concerns are in fact misunderstandings and can usually be resolved in this way. If you do not receive a response or if that response is unsatisfactory then:-
- ii) Contact the Head of Department and advise them of your concerns.

iii) Once you have contacted the person who has conduct of your case and the head of department, if you still feel that you have not received a satisfactory level of service contact Ms Annamaria Stanford the Complaints Partner of our firm who has responsibility for dealing with complaints.

iv) If the complaint is still not resolved at the end of the complaints process you have the right to refer your complaint to the Legal Ombudsman at PO BOX 6806 WOLVERHAMPTON WV19WJ; Telephone: 0300 555 033; Website www.legalombudsman.org.uk. Normally you will need to bring a complaint into the Legal Ombudsman within 6 months of receiving a final written response from us about your complaint.

v) A full copy of the practices complaints procedure is available on request

3 COMMUNICATIONS

We will aim to communicate with you by such a method as you may request. We may need to virus check disks or email. Unless you withdrew consent, we will communicate with others when appropriate by email, text or fax but we cannot be responsible for the security of correspondence and documents sent by email or fax.

4 COSTS AND DISBURSEMENTS

- Unless you have been provided with a written fixed price quotation our fees are charged wholly or partly by an hourly rate. This hourly rate depends on the type and complexity of the work involved. You will be advised of the hourly rate at the outset of your matter.
- We will provide you with an estimate of what we expect our fees to be once we have sufficient information in relation to our matter to enable us to do so.
- Factors beyond our control may result in an increase in the complexity, or the amount of time that the matter takes, in which event our initial estimate or quotation may need to be revised. If this arises, we will supply a revised estimate or quotation with an explanation of the reason for the increase. We will require your written agreement to the revised estimate quotation before we can continue to act.
- Quotations and estimates are only valid if confirmed in writing. Unless accepted, quotations expire one month from the date of the quotation given
- We reserve the right to make additional charge for certain services such as home visits, international and long distance telephone calls and faxes, courier charges, and bank transfers.
- We may ask you to make payment to us on account of anticipated disbursements (that is, fees and expenses paid by us on your behalf) such as Land or Probate registry fees, court fees, experts' fees and counsel fees including VAT where applicable. It is a condition of our agreeing to act, and of course our continuing to act, that clients promptly meet any request for payments on account. Please be aware that we have no obligation to make such payments unless you have provided us with cleared funds for that purposes. We will not accept responsibility for any loss or additional expenses incurred by you as a result of your failure to provide cleared funds which we have requested from you.
- We reserve the right to submit interim invoices to you for payment if a matter is likely to be protracted
- If, for any reason, we cease to represent you or if a matter does not proceed to completion you will be responsible for our fees for all work done up to that date and any disbursements incurred on your behalf unless we have agreed otherwise in writing beforehand
- Fees and disbursements invoiced to you are due for payment immediately on delivery of our invoice. Interest will be charged from that date on any amounts not paid within 30 days of delivery of the bill, calculated on a daily basis at 4% above the base rate from time to time of the Bank of England. If any invoices remains unpaid after 30 days from the date of delivery, we reserve the right to terminate our retainer that is to suspend work on your files and, ultimately, to refuse to continue to act for you
- If we are in possession of any monies due to you, for instance the proceeds of sale of a property, we will deduct any fees and disbursements due to us from those monies

5 PAYMENT ARRANGEMENTS / TELEGRAPHIC TRANSFER / CHEQUES

Please be aware that any payment which we receive from you should be made in the following forms: -

- Bank Draft, Building Society Cheque or a personal Cheque all of which will take 7 working days to clear through the banking system
- Telegraphic Transfer to our own bank provided that and BEFORE you instruct your bank to make the payment you advise us in advance AND you supply the full name, address, sort code and account number of your bank, and the amount being sent
- We are not obligated to accept cash payments, but exceptionally will accept cash to the maximum of £350.00 per transaction (for this purpose a sale and purchase constitute one transaction as does the purchase or sale of a portfolio of properties)

- We reserve the right to charge additional fees in respect of any additional costs or time expended for counting, checking and banking cash
- Cash payments must NOT be made direct into our account without prior agreement. If you do make a cash deposit direct with our bank we will need to undertake additional checks regarding the source of funds. The minimum charge for this will be £150.00 + VAT.
- Please note that we do not pay to clients cash in respect of any funds due to them but will only operate a system of payment by cheque, bankers draft and telegraphic transfer. Both a bankers draft and telegraphic transfer will be subject to an administration charge.
- In common with most other solicitors and banks, we charge an administration fee for transferring funds through the banking system (telegraphic transfers or other such payments) and for the provision of bankers drafts
- **In common with most other solicitors and banks, we charge an administration fee where a cheque you have provided to us is dishonoured. The administration fee to be charged in respect of dishonoured cheques will be between £35.00 - £100.00 inclusive of VAT per transaction**

6 HOLDING CLIENTS MONEY

- Any money received on your behalf will be held in our Client Account. Subject to certain minimum amounts and periods of time set out in the Solicitors Account Rules 1998, interest will be calculated and paid to you at the rate from time to time payable on our bank's Designated Client Accounts. The period for which interest will be paid will normally run from the date on which funds are received by us until the date of issue of any cheque from our Client Account
- If a client instructs us in writing, monies on which interest may be payable can be held in separate deposit accounts exclusively related to that client and designated by the use of the Client's name. Where clients require us to open separate deposit accounts, we will so. Naturally this involves additional administrative work and a charge for opening and operating such an account on our own accord due to the large volume of client matters we deal with on a daily basis.
- Where a client obtains borrowing from a lender in a property transaction, we will ask the lender to arrange that the mortgage advance is received by us a minimum of 1 working day prior to the completion date. This will enable us to ensure that the necessary funds are available in time for completion. Please be aware that the lender may charge interest from the date of issue of the mortgage advance.

7 PAYMENTS BY THIRD PARTIES

We WILL NOT accept payments by third parties except in exceptional circumstances and only with prior notice and agreements, and will require acceptable evidence of identity and address before the payment is made.

We reserve the right to cease acting for you if any payments are made by you or on your behalf in breach of the above requirements. We will not accept responsibility for any loss or additional expenses incurred by you as a result of such termination, or any delay in the transaction caused while we verify the source of the funds. Any additional charges incurred as a result of such delay will be your responsibility and must be paid before we continue to act for you.

8 PAYMENTS MADE BY US

In relation to sale or re-mortgage transaction, by accepting our terms of business you will be giving to us EXPRESS AUTHORITY to discharge all mortgages, charges and other incumbrances that are registered against our property including undertakings given to third parties (such as banks or other financial institutions) to discharge monies due to them out of the proceeds of sale. This authority must be considered as irrevocable.

9 IDENTITY AND MONEY LAUNDERING

We cannot begin working on your behalf until you have completed a "Proof of Identity Form", produced your identification documents and your identity has been verified. This is to comply with Money Laundering Legislation. If two or more persons are instructing us jointly on the same matter then, unless you advise us in writing to the contrary, we shall be entitled to assume that any one of them has the authority to provide instructions for all clients. Everyone jointly instructing us will be individually responsible for the payments of all of our fees. In order to comply with the law on money laundering we need to obtain evidence of your identity as soon as practicable. We should be grateful therefore if you could provide us with a document to verify your identity and address, as set out in the 'Proof of Identity Form'. We will undertake an electronic verification from an approved provider in respect of all clients and donors of gifts to clients.

10 ACTING FOR LIMITED COMPANIES

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 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 a hourly basis and expenses as set out earlier.

11 IDENTITY COMMON DISCLOSURE AND CONFIDENTIALITY OF BUSINESS

All advice given to clients is entirely confidential, but:

- Money laundering regulations may require disclosure of confidential information by law. Please note that we accept no responsibility for any loss arising from compliance with the money laundering provisions of the Proceeds of Crime Act 2002 and any amending legislation howsoever caused.
- The Solicitors Regulation Authority and other supervisory bodies may call for a file which is the subject of a complaint.
- A court order can compel disclosure of confidential material in certain circumstances.
- As part of our continuing commitment to providing a high quality of service to all our clients, Willsons Solicitors maintains accreditation with the Law Society's Conveyancing Quality Scheme. The audit procedure laid down by this scheme may require examination of clients' confidential files from time to time under strictly controlled circumstances and only to duly appointed and qualified individuals.
- Acceptance of these terms and conditions by any client is deemed to include consent to such disclosure, which may be withdrawn by you in writing at any time.
- The law now requires solicitors as well as banks, building societies and others to obtain satisfactory evidence of the identity of their client. This is because solicitors who deal with money and property on behalf of their client can be used by criminals wishing to launder money. In order to comply with the law on money laundering we will need to obtain evidence of your identity as soon as practicable.
- Solicitors are under a professional and legal obligation to keep the affairs of the client confidential. This obligation, however, is subject to a statutory exception: recent legislation on money laundering and terrorist financing has placed solicitors under a legal duty in certain circumstances to disclose information to the Serious Organised Crime Agency. Where a solicitor knows or suspects that a transaction on behalf of a client involves money laundering, the solicitor may be required to make a money laundering disclosure.
- If, while we are acting for you, it becomes necessary to make a money laundering disclosure, we may not be able to inform you that a disclosure has been made or of the reasons for it.
- Willsons Solicitors's policy is only to accept cash up to £350.00 per transaction. If clients circumvent this policy by depositing cash direct with our bank we reserve the right to charge for any additional checks we deem necessary regarding the source of the funds.

12 REFERRAL ARRANGEMENTS

We may pay a referral fee for work to be referred to us. In such a situation we will inform you in writing and will tell you what fee we have paid. The advice which we give to you will be independent and we will treat you the same as any other client. You are free to raise questions on all aspects of the transaction and any information which you disclose to us will be treated as confidential and not disclosed to the referrer or to any other third party without your consent. We will not act for the referrer in connection with the

13 PROPERTY DISCLAIMER

We will not carry out a physical inspection of the property. We will not advise you on the valuation of the property nor the suitability of your mortgage nor any other financial arrangements. We will not advise on environmental liabilities where we shall assume, unless you tell us in writing to the contrary, that you are making your own arrangements for any appropriate environmental survey

14 DATE PROTECTION

We will comply at all times with our legal obligations under the Data Protection Act 1998. In the interests of efficiency, much of the information that you give us will be recorded on word or data processing systems. By instructing us, you are deemed to have consented to this. Our firm is registered under the provisions of the Data Protection Act. Information held by us is confidential and will not be disclosed by us to a third party without your consent unless we are required to do so by law, including but not limited to, under the rules of professional conduct, following a request by the police or other law enforcement organisations or under money laundering regulations that we are obliged to comply with from time to time. In instructing us you give us consent to disclose

such information as may be necessary for the successful and efficient conclusion of the matter upon which your instructions are based.

15 EQUALITY AND DIVERSITY

This firm is committed to promoting equality and diversity in all of its dealing with clients, third parties and employees, and is required to produce a written equality and diversity policy. Please contact us if you would like us to send you a copy of that equality and diversity policy.

16 OUTSOURCING OF WORK

At the moment this firm does not outsource work. However we reserve the right to outsource work if necessary. If it becomes necessary to outsource work, such as typing there is a potential risk to client confidentiality, we will ensure that any third party provider will enter into a confidentiality agreement prior to any work being outsourced to that third party provider. Please advise in writing the person who has conduct of your matter if you

17 FINANCIAL SERVICES AND INSURANCE MEDIATION

If during this transaction you need advice on investments, we may have to refer you to someone who is authorised by the Financial Services Authority, as we are not. However, as we are regulated by the Solicitors Regulation Authority, we may be able to provide certain limited investment services where these are closely linked to the legal work we are doing for you.

If you have any problem with the service we have provided for you then please let us know. We will try to resolve any problem quickly and operate an internal complaints handling system to help us resolve the problem between ourselves. If for any reason we are unable to resolve the problem between us, then we are regulated by the Solicitors Regulation Authority and complaints and redress mechanisms are provided through the Solicitors Regulation Authority and the Legal Complaints Service.

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

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 have been separated under the law Society representatives function. The Solicitors Regulation Authority is the independent regulatory body of the Law Society. The Legal Ombudsman Scheme is the independent complaints handling body of the Law Society.

18 PAYMENT OF COMMISSIONS

We have not entered into any arrangement with any third party whereby we will receive a commission or other payment for referring you to a third party for advice that we are not in a position to provide you with.

19 TAX ADVICE

Any work that we do for you may involve tax implications or necessitate the consideration of tax planning strategies. We may not be qualified to advise you on the tax implications of a transaction that you instruct us to carry out, or the likelihood of them arising. If you have any concerns in this respect, please raise them with us in writing immediately. If we can undertake the research necessary to resolve the issue, we will do so and advise you accordingly. If we cannot, we may be able to identify a source of assistance for you.

20 SPEAKING TO YOUR LENDER

We are also acting for your proposed lender in this transaction. This means we have a duty to make full disclosure to the mortgagee of all relevant facts relating to you, your purchase and mortgage. That will include disclosure of any discrepancies between the mortgage application and information provided to us during the transaction and any cash back payments or discount schemes which a seller is providing you. If a conflict of interest arises, we must cease to act for you in this matter.

21 TERMINATION OF INSTRUCTIONS ("THE RETAINER")

Under the Consumer Protection (Distance Selling) Regulations 2000, for some non business instructions, the client may have the right to withdraw without charge, within 7 working days on the date of which we asked to act. However, if we start work with consent of the client within that period, the client loses that right to withdraw. Acceptance of these terms & conditions of business will amount to such consent. If it is thought to withdraw

instructions, notice should be given by telephone, email or letter to the person named in our initial letter to you as being responsible for your work. The regulations require informing clients of the work involved is likely to take more than 30 days.

We reserve the right to stop work (and also to instruct agents to stop work on all matters) if any invoice on any matter shall be overdue for payment.

If you wish to terminate the retainer you may do so at any time and we would ask you to confirm in writing your intention to terminate the retainer.

We can terminate the retainer on giving you reasonable written notice of a good cause for such termination for example where you have failed to pay an outstanding invoice, or make payments on account, or we are unable to obtain proper instructions or where there has been a break down in confidence between us.

We reserve the right to retain all documents and any other items in our possession relating to any matter until all invoices are paid in full.

22 STORAGE OF DOCUMENTS

Once your matter has completed we will retain your file of papers for a period of six years. After this time your file will be shredded. We charge a fee of £30.00 plus VAT per file for storage purposes, if you require any information or any documents they will be provided free of charge.

23 OTHER TERMS AND CONDITIONS

- Unless we agree otherwise, we retain copyright in all written material prepared for or supplied to our clients. Our clients may, of course, use the material but only in respect of the matters in respect of which this firm is instructed and for which the material was specifically prepared. This firm accepts no responsibility for the consequences of clients using such material in any other circumstances
- Once a particular matter has been concluded we cannot accept ongoing responsibility for reminding clients of such matters as rent reviews, lease renewals, the exercise of options, court proceedings and the like. We will only do so where we have accepted specific instructions in writing from you to advise you upon specific changes in law or to deal with the relevant matters immediately prior to the critical date in question
- In the interests of efficiency, much of the information that you give us will be recorded on word or data processing systems. By instructing us, you are deemed to have consented to this. Our firm is registered under the provisions of the Data Protection Act. Information held by us is confidential and will not be disclosed by us to a third party without your consent unless we are required to do by law, including but not limited to, under the rules of professional conduct, following a request by the Police or other law enforcement organisations or under Money Laundering Regulations that we are obliged to comply with from time to time. In instructing us you give us consent to disclose such information as may be necessary for the successful and efficient conclusion of the matter upon which your instructions are based
- It is important that you tell us in writing of any change in your address as soon as possible but in any event within seven days. Unless you do so we shall be entitled to treat your last address known to us as your address for all purposes including correspondence, notices and proceedings
- Our failure to enforce at any time or for any period any one or more of these terms shall not be a waiver of them or of the right at any time subsequently to enforce all of any applicable terms and conditions

24 AUTHORITIES

When we are acting for more than one person we have an obligation to obtain instructions from each of them. This may be inconvenient for you and so to enable us to accept instructions from either of you on behalf of both; we are asked to sign the authority at the end of the sale, purchase, re-mortgage or transfer of equity information forms. We will then accept instructions from either of you on behalf of you both.

By signing the authority at the end of the sale, purchase, re-mortgage or transfer of equity information form you are concerning the following:-

- i) That you have read and understood and accept these general terms of conditions of business.

That we may accept instructions from only one person on behalf of you all with all matters related to your sale/purchase/re-mortgage/transfer of equity and to any related transaction.

You agree to your details being retained on the computer database.

IMPORTANT

THIS DOCUMENT MUST BE RETAINED BY YOU. WE WILL SEND YOU A SEPARATE CLIENT CARE LETTER AND YOUR ACKNOWLEDGEMENT OF THAT LETTER WILL BE CONFIRMATION THAT YOU HAVE UNDERSTOOD AND ACCEPT THESE GENERAL TERMS OF BUSINESS. IF AT ANY TIME WE UPDATE OR AMEND OUR GENERAL TERMS OF BUSINESS WE WILL PROVIDE YOU WITH A COPY OF OUR NEW GENERAL TERMS OF BUSINESS