

DALTONS SOLICITORS
TERMS AND CONDITIONS OF BUSINESS

OUR AIM

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

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.
- MAKE SURE that you understand the likely degree of financial risk which you will incur.
- ADVISE YOU if legal aid might be available to you.
- KEEP YOU regularly informed of progress or, if there is none, when you next likely to hear from us, at least every three months.
- TRY to avoid using technical legal language when writing to you - email in this area.
- DEAL with your queries promptly, for example, we will always try to return your telephone calls on the same day.
- TELL you about any relevant changes in the law.
- PROMOTE equality and diversity in our dealings with clients, parties and employees in accordance with our Diversity Policy.
- PROVIDE you with an initial estimate of costs as follows:

Fee earner dealing : Sarah Jones Solicitor
Rebecca Todd Partner
Michael Wilson Solicitor

SUMMARY DESCRIPTION OF ACTION REQUIRED :

Hourly rate plus VAT – Sarah Jones and Michael Wilson
200-215 plus Rebecca Todd

Initial payment on account required: £

COSTS ESTIMATED :

LIKELY DISBURSEMENTS including VAT where appropriate

..... (fee earner) Date

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SERVICE AGREEMENT

- We have been instructed to undertake the work summarised above on your behalf. If we need to undertake further work, we will need to make additional charges. Details of these charges will be supplied in advance.
- The one point that we would ask you to bear in mind is that **OUR TIME IS YOUR MONEY**. Therefore, in your own financial interests, consider carefully before asking us to deal with telephone calls, e-mails and letters which could, perhaps, wait or be avoided.

TIMESCALE

- An estimate of the timescale for your case will be provided at the outset. However, it is difficult at this stage to give an accurate assessment of the likely time scale involved in your case; this will be to some extent dependent upon external factors such as the speed with which third parties respond to correspondence and whether the other party is represented by a co-operative. We will do our best to keep you informed throughout.

OUR HOURS OF BUSINESS

- The normal hours of opening for our offices are between 9am and 5pm on weekdays. Messages can be left on the answering machine outside those hours and appointments can be arranged at other times when this is essential.

PEOPLE RESPONSIBLE FOR YOUR WORK

- The Solicitors responsible for dealing with your work will be Anji Montgomery / Rebecca Todd / Michael ... Their Secretary who may be able to deal with your queries is ... who will be pleased to leave any message for you. Anji Montgomery. We will try to avoid charging to the people who handle your work but if this cannot be avoided, we will tell you promptly of any charge and why it may be necessary.

- The partner of this firm with final responsibility for work done in this department is Rebecca Todd.
- Rebecca Todd can be contacted by telephone and email Tuesday to Friday

ELECTRONIC COMMUNICATIONS

As you will know, e-mail is not an infallible method of communication and even the most sophisticated e-mail system is not always capable of dealing with all aspects of attachment. Therefore, we do not accept any service by this method. It is therefore important for you to remember that if you send us an e-mail which is time critical, for example it needs an urgent response to meet a deadline, then you should also telephone to warn us to expect the e-mail. We will do the same when sending you any e-mails which we require your urgent instructions.

CONFIDENTIALITY

- Solicitors are under a professional and legal obligation to keep the affairs of clients confidential. This obligation, however, is subject to a statutory exception: recent legislation on money laundering and terrorist financing has placed solicitors under a duty in certain circumstances to disclose information to SOCA. Where a solicitor knows or suspects that a transaction involving a client involves money laundering, the solicitor may be required to make a money laundering disclosure. If this happens, we may not be able to inform you that a disclosure has been made or of the reasons for it. External firms or organisations may conduct audit or quality checks on our practice. These external firms are required to maintain confidentiality in relation to your file.

CHARGES AND EXPENSES

- Your charges will be calculated mainly by reference to the time actually spent by the solicitors and our staff in respect of any work which they do on your behalf. This will include meetings with you and persons others, reading and working on papers, correspondence (including e-mails), photocopying, preparation of any detailed costs calculations and time spent travelling away from our office when this is necessary.
- Routine letters are charged as 6 minute units of time and we charge for the time spent on making and taking telephone calls in 6 minute units and considering incoming letters at units of 3 minutes per page.
- The current hourly rates are set out below. We will add VAT to these at the rate that applies when the work is done. At present, VAT is 15%.

	£
Partners and Consultants	215
Solicitors	180
Senior Legal Assistants	150
Legal Executives	150
Licensed Conveyancers	165
Trainee Solicitors	110
Junior Legal Assistants	100
Assistants	80

- In property transactions we will try, as far as possible, to give you a fixed quotation. We cannot always guarantee this as things may happen which are not expected and outside our control. In those cases, we shall need to make an additional

charge which will be calculated at our normal rates. If this happens in your case, we will explain precisely why we will have to make an additional charge.

- These hourly rates have to be reviewed periodically to reflect increases in overhead costs and inflation. Increases may also reflect the legal guideline rates as set out by County Courts. Normally the rates are reviewed with effect from 1st May each year. 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.
- In addition to the time spent, we may take into account a number of factors including any need to carry out work outside our normal office hours, the complexity of the issues, the speed at which action has to be taken, any particular specialist expertise when the case may demand. In particular, in property transactions, in the administration of estates, in certain types of court cases and in 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, the value of the financial benefit may be considered. It is not always possible to foresee how these aspects may arise but our normal information we would expect to be sufficiently taken into account in the charges which we have quoted. Where a charge reflects any of these additional factors it is to be added to the fee we explain this to you. If we provide advocacy services at a full trial of a case the minimum daily fee will normally be £750.
- Solicitors have to pay out various expenses on behalf of clients ranging from Land Registry fees, court fees, Courier, Court fees, experts' fees, and so on. These charges are different from the firm's normal overheads. We have no obligation to make such payments unless you have provided us with the funds for that purpose. This is not the case if you have legal expenses insurance. Such payments are generally as 'disbursements' which are VAT exempt on certain disbursements. We are VAT registered and are able to recover VAT paid on such disbursements on your behalf. Please let us know at the start of your instruction. These charges will be itemised separately on the bill you receive.
- We provide you with an estimate of the costs of regular disbursements. This estimate is contained on the front page of our agreement. If it becomes necessary to make a change to the total cost then we will inform you at regular intervals but at least every 3 months. You have a right to stop your overall costs to be limited to a maximum. Since it is difficult to predict the work involved in certain areas of law, we do not recommend you do so. It could mean that we have to stop acting for you half way through the matter.
- In certain matters we do not proceed to prosecution, we are entitled to charge you for the work done and the expenses incurred. Our firm's policy is to only accept cash up to £1,000. If clients circumvent this policy by depositing cash directly with our bank we reserve the right to charge any additional checks we deem necessary including the source of the funds (Section 330 of the Proceeds of Crime Act 2002).

MONEY LAUNDERING REGULATIONS

- The solicitors' profession is now subject to the Government's Money Laundering Regulations and accordingly we are required, at the time of receiving instructions from any new client of the firm, to verify the identity and to obtain evidence of residence at the address that was given for that client. Accordingly, we should be grateful if you would provide us with one document from List A and two from list B in order to comply with our responsibilities.
- We also have to verify the identity of existing clients from time to time.
- We will need to see the originals of those documents – we will take them and return the originals to you.

List A

Passport, Driving Licence, Pension Book, Child Benefit Book, ID Card, Employers ID Card, Travel Card, Building Society Passbook, Credit Reference Agency Search, National Insurance ID Card, Student Bank/Professional Adviser Confirmation of Credit Reference.

List B

Utility Bill, Electricity Bill, Telephone Bill, Mortgage Statement, Council Tax Bill, Bank/Building Society/Credit Card Statement, Voters Roll, Telephone Directory.

Documents from List B must not be more than 3 months old

- It may be necessary from time to time to seek a personal search from a credit reference agency. In accepting these Terms and Condition of Business you are agreeing to allow this firm to make such a search. We subscribe to Creditsafe UK who undertake electronic identification checks on our behalf. There may be a fee for such searches, and these will be charged to your account as a disbursement.
- If you are a company director, by giving us instructions you are also providing us with the authority to search, from time to time, not only details about yourself, but also your fellow directors, shareholders and (where appropriate) the ultimate beneficial owners of the company.
- The information supplied will, of course, be treated in the strictest confidence.
- If we are acting in your purchase for you and your mortgage lender we have a duty to fully reveal to them all relevant facts about the purchase and mortgage.
- This might include differences between your mortgage application and information we receive during the transaction or any cashback payments or discount schemes that a seller is giving you.

THE PROCEEDS OF CRIME ACT 2002

- The Proceeds of Crime Act 2002 (POCA) came into force in 2003 and affects how lawyers treat information received from and about their clients. It could affect you and, therefore, your case and it is important that you understand our obligations under the Act.
- POCA is designed to prevent money laundering by compelling solicitors and other professional advisors to tell the Serious Organised Crime Agency (SOCA) if they know or suspect that

clients may be involved in dubious financial practices. The ambit of POCA is so wide that reports have to be made not only in commercial, criminal and property cases for example, but also in some litigation or family proceedings. There is no minimum amount on what needs to be reported. The punishment for non reporting by solicitors is imprisonment.

- We may be obliged to make a report about your case, and, if we do, we will not be able to tell you about it until after we have received clearance from SOCA to carry on working on your case. If we do, we will again be guilty of a criminal offence. While we are awaiting that clearance, we will be unable to advance your case.
- We are committed to promoting and protecting the interests of our clients, whilst acting within the framework of the new regulations. Please help us to continue helping you by bearing the regulation in mind. If you have any questions about your obligations or ours, please do ask us.

DATA PROTECTION

- The Data Protection Act requires us to advise you that your particulars are held on our database. By accepting these terms and conditions you are consenting to our recording relevant personal information on our firm's computer system. We will supply to clients, at their request, a copy of the data relating to themselves and will provide them with a description of the data and the purposes for which it is processed and with details of the source of the data and any potential recipients of the data.
- We may use your personal information to: a) update and enhance records; b) market our services and develop our practice; c) comply with our statutory returns or d) comply with our statutory and regulatory obligations.
- We may, from time to time, use these details to send you information that we think might be of interest to you such as changes in the law. Please let us know if you do not wish to receive such information.
- Occasionally we may also need to share your information with third parties such as regulatory bodies, expert witnesses or other professional advisors.

PAYMENT METHODS

- **Properly consented to** It is normal practice to ask clients to make payments on account of disbursements. We will normally invoice our bill following execution of contracts. Full payment in full is required for purchase of immovable property 14 days prior to completion (including your mortgage advance, if any), and for completion on a sale. If sufficient funds are available at completion we will debit our charges and disbursements from the funds.
- **Administration of estates** We will normally submit an interim statement at regular stages during the administration, including with the obtaining of probate. The final amount will be presented in the Final Account. We are ready for

cases or transactions. It is normal practice to ask clients to make payments of money from time to time on account of the charges and expenses which are incurred in the following weeks or months. We will help clients in budgeting for these expenses as well as keeping them informed of the charges and expenses which are being

incurred. If such requests are not met with prompt payment (that is, we have not received cleared funds at least two days prior to them being required) 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 working for you further.

- We are happy to help you budget for your bill by setting up a monthly standing order for payment with us. Please contact us for further details. We are also happy to accept payments by credit or debit card.
- From time to time we will submit Criminal Statute Bills.
- Payment is due to us within 14 days of our sending you a bill, whether it be a Criminal Statute Bill or a Final Bill. Interest will be charged on a daily basis at 4% over Clydesdale Bank's base rate from time to time from the date of the bill where payment is not made within 28 days of the date of issue by us of the bill.
- If you do not pay us in full within 28 days we may exercise our right to register your papers. This means that we will not release your file to you unless you pay until you have paid us in full.
- Please note that we do not accept Bills and Drafts.

LEGAL AID

- Legal aid is available for certain types of work. This firm does not hold a Legal Aid Franchise for any category of work. Where appropriate, we will discuss with you whether Legal Aid is available in your case and whether you qualify for it. If so, we will have to recommend that you seek advice from a firm of solicitors who hold a Franchise in the relevant category of work. If you do not apply for Legal Aid just now, and your circumstances change before the conclusion of your case, then please let us know immediately.

'NO WIN, NO FEE' AGREEMENTS

- 'No win, no fee' agreements are available for certain types of work and are known as Conditional Fee Agreements (CFA'S). This means that if you lose your case, you will not be responsible to us for any fees. However you will be responsible for the third party costs and expenses of conducting your case. It is our policy that all CFA'S are only offered in conjunction with an insurance policy

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 the other party is in receipt of legal aid no costs are likely to be recovered.
- 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 of seeking to recover 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. That money would be payable in addition to our charges and expenses. Arrangements can be made to take out insurance to cover liability for such legal expenses. Insurance cover may be available and you should discuss this with us if appropriate.

PROTECTION AGAINST OTHER PARTIES' CHARGES AND EXPENSES

- You can protect yourself against the risk of paying another parties' charges and expenses by taking out what is known as 'after the event' insurance. If you lose, then the policy will cover you for cost orders made against you.
- The policy may cover you for our costs, if you lose your case. We will advise on this separately.
- You may be able to claim the cost of the insurance premium back from your opponent, if you win in certain types of cases.
- We confirm that we receive no commission from the insurance companies to whom we refer you for a claim. We are not insurance brokers, but we consider that the policies we offer are comprehensive and competitive.
- As well as the above, you may already have existing cover for legal expenses under an existing policy. Recent case law makes it clear that you are obliged to check all existing policies and use them in preference to any other funding arrangement.
- It is a condition of our insurance policies that you must supply us with copies of all existing policies:- household, credit, motor, travel and holiday insurances.

INTEREST PAYMENT

- Any money received on your behalf will be held in our Client Account. Subject to certain minimum amounts, periods of time set out in the Solicitors' Remuneration Rules 1998, interest will be calculated and paid to you at the rate from time to time payable on Clydesdale Bank's Designated Client Account.
- The period for which interest will be calculated normally runs from the date of receipt of funds received by us to the date of issue of any cheques from our Client Account.
- We may ask you to sign a separate letter of authority agreeing that we may retain the first £20 of each amount of interest and when calculated to help us cover the administrative expenses of arranging calculations and payments to you.
- When you borrow money from a lender in connection with a transaction, we will advise the lender to ensure that the loan proceeds are received by us a maximum of 4 working days prior to the completion date. If the money cannot 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. You 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.

LIMIT OF LIABILITY

- It is appropriate for us to limit our liability to you because of the nature of work we are undertaking for you. Accordingly, in relation to the work, any liability we may have to you in negligence or for breach of contract is limited to the amount or the level of our professional indemnity insurance cover at the date of your claim, whichever is the higher.
- We will not be liable for any damage or delay arising from the firm's compliance with any statutory or regulatory requirements.
- We only limit our liability to the extent permitted by law. We cannot exclude liability to you for personal injury caused by our negligence.
- We will not hold money that you pay to us in a general client deposit account with Clydesdale Bank plc. We have no liability to you if Clydesdale Bank plc does not honour a repayment order, which may be subject to intervention through the Financial Services Compensation Scheme. The limit of the scheme is £50,000. Further information is available at www.fscs.org.uk.

TAX AND FINANCIAL SERVICES

- Tax is a complex area in which we are not qualified to advise. For this reason, we will not accept any responsibility for tax consequences arising from our advice unless we are specifically requested to do so and we confirm, in writing, that we do so. We recommend that you obtain, and rely upon, the advice of a suitably qualified accountant.
- The firm is not authorised under the Financial Services Act 2004. 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 on, issuing and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by The Law Society. The register can be accessed via the Financial Services Authority web site at: www.fsa.gov.uk/register.
- If during the course of your transaction you need advice on investments, but the advice needed is more complicated than would be covered by our regulation by the Law Society, then we may have to refer you to someone who is authorised by the Financial Services Authority, as we are not.

DOCUMENTS

- If your case involves the preparation of documents or statements on your behalf, we will check them before the final version is produced. However, it is very important that you check the documents yourself.
- When proceedings are issued in the Court, whether it is the County Court or the High Court, you will be required to sign a Statement of Truth to confirm any documentation. The giving of such a Statement is a serious matter. If you are found to have misled the Court in any way, even innocently, you may be held in contempt of Court.
- This means that the Court has the power to commit you to prison. The Statement of Truth may be signed by your solicitor but this will not mean that he or she has verified the facts or that he or

she believes them to be true. It merely means that you believe the facts to be true.

- As a result of this, where appropriate, we may require you to sign a separate form confirming that you have authorised us to sign the Statement of Truth on your behalf, and that you are aware of the consequences if it should subsequently appear that you did not have an honest belief in the contents.
- A statement of Truth verifying a Witness Statement must always be signed by you.

STORAGE OF PAPERS AND DOCUMENTS

- We will keep your file of papers for you in storage for not less than 1 year. After that, storage is on the clear understanding that we have the right to destroy it after such period as we consider reasonable or to make a charge for storage if we ask you to collect your papers and you fail to do so. We will not of course destroy any documents such as Wills, Deeds and other securities, which you ask us to hold in safe custody. No charge will be made to you for such storage unless notice in writing is given to you of a charge made from a future date which may be specified in that notice.
- If we retrieve papers or documents from storage in relation to continuing or new instructions in connection with your affairs, we will not normally charge for such retrieval. However, we may make a charge based on time spent for retrieving stored papers or documents to you if you request. We may also charge for sending, correspondence or other work if you do not comply with your instructions.

TERMINATION

- You may terminate your instructions to us in writing at any time. We will be entitled to keep all your papers and documents while there is money owing to us for our fees and expenses. If at any stage you wish to terminate us from doing work and/or incurring charges and expenses on your behalf you must do this clearly in writing.
- If we decide to stop acting for you, for example, if you do not pay an interim bill or complete the requirements on account, we will give you the reasons and our advice in writing.
- If we are pursuing you under a Legal Expenses Insurance Policy, our provider decides not to support your claim, we will write to you with all details of why this is. You may then decline to act for us until you enter into a new funding agreement with us.

LIMITED COMPANIES

- When accepting instructions to act on behalf of a limited company, we may require a Director and/or controlling shareholder to personally guarantee the charges and expenses of this firm.
- Such a guarantee could be evidence against you by our solicitors if you request that the individual concerned should personally sign an acknowledgment and acceptance of our Terms and Conditions of Business, including our liability obligation.
- If such a request is refused, you will be entitled to stop acting and to require immediate payment of our charges on an hourly basis for expenses as set out earlier.

SERVICE LEVEL FAILURES

- Our aim is to offer all our clients an efficient and reliable service at all times and our clients and our staff regard this as one of first importance to us. 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, please raise your concern in writing to the person responsible for your work. You may have queries or concerns, please contact Moss-Bowpitt, who is our Practice Manager, who will refer your complaints to Michael Dalton who is the Client Partner of the firm.
- We will try and resolve any problem quickly and operate an internal complaints handling system to help us resolve the problem between ourselves. A copy of this is available on request. If for any reason we are unable to resolve the problem between us, then we are regulated by the Solicitors Regulation Authority which also provides a complaints redress scheme.

TERMS AND CONDITIONS OF BUSINESS

- In addition to any other terms otherwise agreed, and subject to the application of current hourly rates applicable at the time, these Terms and Conditions of Business shall apply to any future instructions given by you to this firm.
- Any dispute or legal issue arising from our terms of business will be determined by the law of England and Wales exclusively in their Courts.
- Although your continuing instructions in this matter will amount to acceptance of these Terms and Conditions of Business, it may not be possible for us to start work on your behalf until you have signed the attached Acknowledgment Form and returned it to us for us to keep on our file.

Rev 23 October 2008

I/We confirm that I/We have read, understood and accept the Terms and Conditions of Business of Daltons Solicitors (Revision 24 – December 2008)

Signed.....Re.....
Name.....Date.....
I would be interested in paying by monthly instalment. <input type="checkbox"/>

SAMPLE