

TERMS AND CONDITIONS OF BUSINESS

Our aim

We aim to offer our clients quality legal advice with a personal service at a fair cost. We set out in this statement the basis on which we will provide our professional services.

Our opening hours

The normal hours of opening at our offices are 9.00am – 5.00pm.

People responsible for your work

Please refer to our Client Care letter for details of:

- The person who will be responsible for the day to day running of your file
- Their supervisor
- The Client Care partner

Charges and expenses

- The fixed fee estimate plus VAT and expenses is based on the information available to us now. We reserve the right to review the charges if we are required to undertake work which is additional to that which can be anticipated at this stage. You will be notified if this arises.
- Solicitors have to pay out various expenses on behalf of clients such as Land or Probate Registry fees, court fees, experts' fees, and so on. We have no obligation to make such payments unless you have provided us with the funds for that purpose. VAT is payable on certain expenses. We refer to such payments generally as 'disbursements'. We may require a payment in advance from you in respect of any disbursements which are likely to be payable on your matter.
- If the matter does not proceed we will charge you for the disbursements we have paid out on your behalf and also we reserve the right to make a reasonable charge for the work done.

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. The other person will not be liable to pay the VAT element of your costs if you are able to recover the VAT yourself.

Complaints

- We are committed to providing the highest standards of client care. However, should you believe there is any cause to be dissatisfied, including issues regarding your bill, you are entitled to do so. Please speak to the person handling your matter in the first instance as early as possible. Alternatively, please contact Gavin Glover, our client care partner. In order to avoid any misunderstandings, we would prefer any formal complaint to be made in writing.
- You have the right to complain to the Legal Ombudsman at the conclusion of your complaint process whose contact details are set out below:

Tel: 0300 555 0333
E Mail: enquiries@legalombudsman.org.uk
Address: PO Box 15870, Birmingham B30 9EB

GloverPriest Solicitors Limited is registered in England and Wales. Company Registration No. 08310219
Authorised and Regulated by the Solicitors Regulation Authority No: 597426

A list of Directors names and their professional qualifications is available for inspection at the registered office. The term "Partner" if used, denotes a Director, an employee or consultant of GloverPriest Solicitors who is a Lawyer with equivalent standing and qualifications.

VAT No. 168328091

- You may have a right to object to our bill by applying to the court for an assessment of the bill under Part III of the Solicitors Act 1974.
- A copy of our detailed complaints procedure is available on request.

Payment arrangements

- To cover our disbursement payments we will ask you for a payment on account at the start of the transaction. This will be accounted for on completion. We will send you a completion statement where appropriate and your bill. To keep our costs to a minimum we require settlement of our fees on the day of completion
- In any case where payment of our fees is not made on the day of completion Interest will be charged on a daily basis at 4% over Lloyds TSB's base rate from time to time from the date of the bill in cases where payment is not made on completion or within 28 days of delivery by us of the bill.
- We are entitled to retain any money, papers or other property belonging to you which properly come into our possession pending payment of our costs, whether or not the property is acquired in connection with the matter for which the costs were incurred. This is known as a "general lien". We are not entitled to sell property held under a lien but we are entitled to hold property, other than money, even if the value of it greatly exceeds the amount due to us in respect of costs.

Interest payment

- 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' Accounts Rules 1998, interest will be calculated and paid to you at the rate from time to time payable on Lloyds TSB's Designated Client Accounts. The period for which interest will be paid will normally run from the date (s) on which funds are received by us until the date (s) of issue of any cheque (s) from our Client Account, subject to a minimum of £20.00.

Financial services

- We are authorised by The Law Society to conduct investment business in accordance with the requirements of the Financial Services Act 1986.

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 we decide to stop acting for you, we will tell you the reason and give you notice in writing
- Under the Consumer Protection (Distance Selling) Regulations 2000, for some non-business instructions, you may have the right to withdraw, without charge, within 7 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 and conditions of business will amount to such 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.

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 an hourly basis and expenses as set out earlier.

Communication between you and us

- We will aim to communicate with you by such a method as you may request. We may need to virus check discs or email. Unless you withdraw 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.
- The Data Protection Act requires us to advise you that your particulars are held on our database. We may, from time to time, use these details to send you information which we think might be of interest to you.

Money laundering

- The government has imposed anti money laundering rules on banks building societies and the professions etc. We are by these rules obliged to have sight of specified identification documents. We will ask you for ID early in your transaction and we will return original documents swiftly. Also we may be obliged to ask about the source of funds used to provide balance purchase price etc. if these come other than from a known source such as a UK main clearing bank.

Completion

- We require a minimum time period of 7 clear working days between exchange of contracts and the contractual completion date (the date upon which your sale or purchase occurs). It may be possible in some circumstances to expedite the completion of the sale/purchase of your property. If you require us to complete your sale/purchase in a shorter time period (less than 7 clear working days) an additional charge of £100 plus Vat will be added to your final bill for the work carried out in expediting your matter.

Application of terms and conditions of business

- Unless otherwise agreed and subject to the application of the current hourly rates, the Terms and Conditions of Business shall apply to any future instructions given by you to this firm unless amended by prior notice.

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.

Storage of papers and deeds

- We normally give all original Deeds and documents to you at the end of the transaction. If we agree to your request to store them there will be a reasonable charge for this and their subsequent removal.
- Your paper transaction file will be digitally archived (and the original destroyed) and a fee of £25.00 (plus VAT) added to your final invoice for this service. This complies with the Law Society recommendation to retain the file for a required number of years before destruction in case of liability but the further advantage for you is that there will be a permanent record for the future so that any part of the file can be accessed and reproduced if necessary.
- If we retrieve actual or digitally stored items, we reserve the right to charge on a time basis for perusal, communications and any other work necessary to comply with your instructions.



Data Protection

- In accordance with the provision of the General Data Protection Rules we will hold your personal data for a period of six years from the date of conclusion of your matter.