

BARNETTS SOLICITORS TERMS AND CONDITIONS OF BUSINESS

The following terms and conditions of business are provided in accordance with the requirements of the Solicitors Regulation Authority and should be read in conjunction with any accompanying letter.

Our Aim is to provide a fast, friendly and efficient service and we aim to offer our clients quality legal advice. As a start, we hope it is helpful to you to set out below the basis on which we will provide our professional services.

Our Hours of Business

The normal hours of opening at our offices are between 9.00am and 5.00pm. Appointments made outside of these hours may be arranged if necessary.

Your Responsibilities

You must:-

- give us instructions that allow us to do our work properly
- not ask us to work in an improper or unreasonable way
- not deliberately mislead us
- co-operate with us

Our Responsibilities

We must:-

- always act in your best interests;
- always provide you with independent legal advice
- give you our best advice on whether to complete a transaction
- give you the best information possible about the likely cost
- provide you with a good standard of service

What We Will Not Do

We will not advise upon, assist, or carry out work in connection with any of the following:-

- (i) Any form of UK or overseas taxation other than completing and submitting a Stamp Duty Land Tax form to the Inland Revenue on your behalf in property transactions.
- (ii) Planning, financial advice or investigations of adjacent properties.
- (iii) Surveys or valuations.
- (iv) Checks on the existence or financial standing of third parties e.g. regarding guarantees.
- (v) The dimensions of properties being sold and/or purchased.
- (vi) The boundaries of properties to include any car parking spaces being sold and/or purchased or that the same corresponds with any plans and in this respect we would strongly recommend that you carry out your own site inspection as appropriate.

Nor will we:

- (i) Give undertakings on your behalf.
- (ii) Complete any transaction unless we are in funds to do so.
- (iii) Disburse any sum unless we are in funds to do so.
- (iv) Agree a completion date which is not realistic
- (v) Instruct outside third party agents such as Counsel, Agents, Surveyors or Engineers or other professionals unless instructed in writing and put in funds to do so.
- (vi) Pay monies to anyone other than the person entitled to receive them.

Our fees

Where a fixed fee has been agreed, it may be necessary to increase this if the nature of the transaction changes. No estimate given by us is fixed or binding. We will of course inform you of any proposed changes in our fees so that you will be able to decide whether you wish us to continue on your behalf.

If, for any reason this matter does not proceed to completion, we reserve the right to charge you for the work done on a time basis and for expenses incurred. Property sales/ purchases and commercial transactions which fail to complete often involve as much work as those which reach completion. Any charge made will not exceed the amount of our estimate even if the time spent would justify a higher fee. In the case of a Will our charges will become payable upon forwarding to you the draft Will.

If your property transaction is subject to a no completion no fee guarantee this will be specified in the accompanying correspondence.

On matters where no fixed fee has been agreed our charges will be calculated mainly by reference to the time spent by the solicitors and other staff in respect of any work which they do on your behalf. This will include meetings with you and perhaps others, reading and working on papers, correspondence, including e-mails, preparation of any details, costs, calculations and time spent travelling away from the office when this is necessary. From time to time we may arrange for some aspects of this work to be carried out by persons not directly employed by us. Such work will be charged to you at hourly rates not exceeding those set out below.

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 as 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.

Solicitors	£200.00
Fellow of Institute of Legal Executives/Licensed Conveyancers	£180.00
Fee Earners	£160.00

These hourly rates have to be reviewed periodically to reflect increases in overhead costs and inflation. Normally the rates are reviewed with effect from 1 January 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 property transactions, cases involving the administration of estates, cases involving particular complexity or requiring specialist expertise, an additional charge may be made to that calculated on the basis of time spent. This may reflect a percentage of the price of the property, the value of the estate or other financial benefit. This value element reflects the importance of the transaction and the consequent responsibility falling on the firm. Where a value element is added, we will be happy to explain the calculation to you.

Solicitors have to pay out various other expenses on behalf of clients ranging from 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 will require a payment in advance from you in respect of any search fees payable on your transactions.

Payments

In property transactions we will send you an invoice prior to exchange of contracts and payment is required.

- (i) On a purchase 5 working days before the proposed date of completion.
- (ii) On a sale this will be payable on the day of completion and will be deducted from the proceeds of sale. In the event of there being a shortfall this will be required 5 working days prior to completion.
- (iii) On a related sale and purchase our fees will be deducted from the balance due to you. If there is a shortfall we will require this 5 working days prior to completion.
- (iv) On a Remortgage our fees will be deducted from the balance due to you. If there is a shortfall we will require this 5 working days prior to completion.

In the event that we are required to hold money following completion on your behalf or on behalf of a third party such as a retention, an administrative charge of £20 plus VAT per annum, or part thereof, will be payable, the sum of £20 plus VAT for the first year will be added to our bill.

In connection with Administration of Estates we will submit an interim bill at regular stages to assist with budgeting costs as well as keeping you informed of the legal expenses being incurred. The final bill will be prepared when the Estate Accounts are ready for approval.

In the unlikely event of any bill not being paid this firm must reserve the right to stop acting for you further.

Payment is due within 21 days of our sending you a bill. In cases where payment is not made within 21 days interest will be charged on a daily basis at 4% over the Royal Bank of Scotland base rate from time to time from the date of the bill.

We do not accept payments in cash of more than £300. This includes payments made over the counter or directly to our bank account. Monies due to you from us will be paid by cheque or by telegraphic transfer but not in cash, and will not be made payable to a third party.

Payment by Credit or Debit Cards

If you wish to make any payment to us with either a Credit or Debit Card, then there will be an administration fee associated with this transaction. This fee is based on the amount with which you wish us to debit your card:

Debit cards – payment up to £1000 – no charge
 Payment over £1,000 - £25 plus VAT administration fee

Credit cards – payment up to £200 – no charge
 Payment over £200 and below £500 - £25 plus VAT administration charge
 Payment over £500 and below £1,000 - £25 plus VAT administration charge
 Payment over £1,000 - £50 plus VAT administration charge plus a charge of 2.75% of the payment made

The maximum amount payable by credit card will be £3,000.00

We will add VAT to these at the rate that applies when the transaction takes place.

Our administration fee includes a charge of 2% on all MasterCard transactions and 1.9% on all Visa transactions. We receive the money into our account 3 working days after the transaction takes place and the charges in dealing with this form part of our administration fee.

Disbursements

At various stages in a transaction we will have to spend money on your behalf with third parties. We are not obliged to make these payments and we will not do so unless we are in possession of cleared funds.

We will try to provide you with an estimate of disbursements at the beginning of your transaction, and as the matter progresses. Any increase in disbursements during the course of the transaction will be outside our control and will be your responsibility. If you choose to pay for your disbursements by cheque, we must receive this at least seven days before the monies are to be paid out.

Third party 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.

Interest Payment

Any money received on your behalf will be held in our Client Account. Interest on any monies held will be calculated and paid by us to you, subject to the minimum amounts and periods set out in the Solicitors Account Rules 1998. Interest will run normally from the date cleared funds are received by us to the date that we issue any cheque(s) from our client account.

Interest will be paid at the rate of 2% below Royal Bank of Scotland Plc base rate calculated as indicated;

Up to £1000 for periods over 8 weeks
Up to £2000 for periods over 4 weeks
Up to £10,000 for periods over 2 weeks
Up to and over £20,000 for periods over 1 week

If the amount calculated is less than £20 no interest will be payable.

Legal Liaison and Administration Fees

By signing these terms and conditions you instruct Barnetts Solicitors to act on your behalf and agree that the legal liaison and administration fee and disbursements relating to this transaction is your responsibility and will be paid on completion.

Barnetts Solicitors comply with the Solicitors Code of Conduct 2007 and will supply you with impartial and confidential advice. You are free to choose another solicitor.

Storage of papers and documents

Following completion of your transaction we shall retain your papers for not less than one year and after that time storage is on the clear understand that we have the right to destroy the papers after a reasonable period of time. This does not apply to Wills, Deeds and other securities which you ask us to hold in safe custody.

If we are required to retrieve papers from storage in relation to a continuing or new instruction, there will normally not be a charge for doing so. However, we will make a charge of £50 plus VAT based on the time spent for producing stored papers or documents to you or another at your request. We may also charge an additional fee for reading, correspondence or other work necessary to comply with your instructions.

Pre-registration Title Deeds

Since the introduction of the Land Registration Act 2002 lenders no longer require any pre-registration title deeds and documents. We will therefore retain these on your file. If you wish these to be forwarded to you after completion there will be an administration fee payable of £25.00 plus VAT to cover this cost.

Termination

You may terminate your instructions to us in writing at any time but we will be entitled to keep all your deeds, documents and papers 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, 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 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, e-mail or letter to the person named in correspondence 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 we accept instructions from a Limited Company we may require the Director and/or controlling shareholders to sign a formal personal guarantee in respect of our charges and expenses. If such a request is refused, we will be entitled to stop acting and will require immediate payment of our charges on an hourly basis and expenses.

Financial Services Authority

We are 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 on, selling and administration of insurance contracts. 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 Services Authority website at www.fsa.gov.uk/register.

The Law Society is the designated professional body for the purposes of the Financial Services and Markets Act 2000 but responsibility for regulation and complaints handling had 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 Complaints Service is the independent complaints handling body of the Law Society.

If it is necessary during the course of your conveyancing transaction for any defective title insurance to be put in place we must inform you that we only arrange such insurance through First Title, Title Solve, Stewart Title or Norwich Union but we are not contractually obliged to conduct business in this way and we receive no commission for doing so.

Identity, Disclosure and Confidentiality Requirements

We are entitled to refuse to act for you if you fail to supply appropriate proof of identity for yourself or for any principal whom you may represent.

By signing these Terms and Conditions of Business and returning it to us, you authorise us to disclose to the other parties in the transaction and, if applicable to all other parties in the chain of transactions and their agents and advisers, all information which we have in relation to your involvement in the transaction including any relating sale or mortgage and other financial arrangements and wishes as to dates for exchange and completion. You may withdraw this authority at any time but if you do so you should appreciate that we will inform the other party or parties and their agents or advisers that this authority has been withdrawn.

We will not be liable for any loss, damage or delay arising out of the firm's compliance with any statutory or regulatory requirement.

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. Legislation on money laundering and terrorist financing has placed solicitors under a legal duty in certain circumstances to disclose information to the Serious and 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 disclosure. If, while we are acting for you, it becomes necessary to make such a disclosure, we will not be able to inform you that it had been made, or of the reasons for it, because the law prohibits "tipping off". Where the law permits us, we will tell you about any potential money laundering problem and explain what action we may need to take.

Our firm may be subject to audit or quality checks by external firms or organisations. We may also outsource work. This might be for example typing, photocopying or costing, or research and preparation to assist you with your matter. Information from your file may be made available in such circumstances. We will always aim to obtain a confidentiality agreement with a third party.

In order to comply with Money Laundering Regulations, we will arrange to carry out electronic verification of your identity. The cost of any such search will be charged to you. If the amount is in excess of £10 we will seek your authority.

Data Protection Act

All information we hold concerning you as an individual will be held and processed by the firm strictly in accordance with the provisions of the Data Protection Act 1998. Such data will be used by the firm to provide you with legal services and for related purposes, such as to inform you about the firm's services and events. We will not, without your consent, supply your name and addresses to any third party except where (1) such transfer is a necessary part of the legal services that we undertake, or (2) we are required to do so by operation of law.

Communication

Our aim is to offer all our clients an efficient service at all times.

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

Terms and Conditions of Business

Your continued instructions will amount to acceptance of our terms and conditions but we should be grateful if you would sign and return one copy of these terms and conditions. These terms and conditions will apply to any future instructions given by you to this firm.

I confirm I have read and understood, and I accept, these Terms and Conditions of Business.

If you do not wish to receive details of other services or events we offer please tick the box

Signed