

**ABBHEY & RICHARDS
SOLICITORS**

TERMS AND CONDITIONS OF BUSINESS

These terms set out the basis upon which Abbey & Richards Solicitors will act for you. Your continued instructions will constitute your acceptance of these terms. Abbey & Richards may also provide you with an engagement letter dealing with any additional terms to those set out below which will also apply to that particular matter on which Abbey & Richards will act for you.

1. PLACES AND HOURS OF BUSINESS

Abbey & Richards' offices are located at East Chamber 4 High Street Blakey BL1 6RD. The normal hours of opening are between 9.00 a.m. and 5.00 p.m. on weekdays. Appointments can be arranged outside those hours when essential to the interest of a client. Unless it is essential to do so, clients are requested to refrain from making telephone calls to our offices prior to 9.30 a.m. This will contribute to the efficiency of procedures for the opening and circulation of incoming post.

2. RESPONSIBILITY FOR WORK

- 2.1 The person primarily responsible for the conduct of your transaction or case will be Lucinda Forthlin. The secretary who may be able to deal with your queries and who will be pleased to take any message for you is Caroline Edale.
- 2.2 The partner of this firm with ultimate responsibility for work done in this department is Mr Mark Richards.
- 2.3 We aim to offer all clients a friendly and efficient service. If however, any difficulty should arise, you should first raise your concern with Mr Robert Abbey. We do operate an internal complaints procedure.

3. LIMITATION OF LIABILITY

In the interests of clients, Abbey & Richards maintain professional indemnity insurance to a total level of £3,000,000.

In relation to each matter you instruct Abbey & Richards on Abbey & Richards' maximum liability in contract, tort (including negligence), or for breach of fiduciary duty or statute or otherwise shall be limited to £3,000,000 in relation to any event or series of events. Subject to that limit, Abbey & Richards' liability is also limited to any part of any loss suffered which is proportionate to Abbey & Richards' responsibility taking into account the extent to which Abbey & Richards have contributed to the overall loss and the responsibilities of any third parties and any contributory negligence by you.

Abbey & Richards will not be liable for any losses, liability, costs, and expenses arising out of any default or negligence of any third parties which Abbey & Richards may instruct on your behalf.

You agree that the liability of Abbey & Richards shall not be increased by any limitation, exclusion, or restriction of liability you have agreed with any other adviser or by your decision not to pursue, or inability to recover from, any other adviser.

The limitations set out above shall apply to the matter on which you have engaged Abbey & Richards and in the same terms on any further matters unless specifically agreed otherwise with Abbey & Richards in writing.

The above limits on Abbey & Richards' liability shall not apply in relation to fraud or reckless disregard of professional obligations by Abbey & Richards or if prohibited by section 60 of the Solicitors Act 1974.

If you wish Abbey & Richards to reconsider the level or nature of the above limitations on any particular matter you must discuss this with Abbey & Richards before proceeding to instruct Abbey & Richards further.

None of the above terms shall apply to limit or exclude any liability of Abbey & Richards for death or personal injury due to negligence by Abbey & Richards.

4. FEES

4.1 Unless, and until, an alternative fee arrangement has been agreed and confirmed in writing by us, the basis for calculation of our fees is described below and is mainly by reference to the time spent by the partner and staff dealing with the transaction or case and being all time spent on the client's affairs. This will include attendances upon the client and perhaps others; any time spent travelling; considering, preparing and working on papers and correspondence; making and receiving telephone calls.

4.2 Each partner, solicitor, and executive's time is charged out at an hourly rate which reflects overhead costs. Routine letters sent out by the firm are charged at 6 minutes a page, telephone calls in 6 minute units and consideration of letters received at 3 minutes per page.

4.3 The current hourly rates are set out below. These rates do not include VAT which will be added when an invoice is raised:

	£
Partners and consultants	190.00
Solicitors	160.00
Fellow of Inst. Legal Executives, senior executives	140.00

4.4 Where the instructions of the client require that interviews take place, or other work is carried out, necessarily outside normal office hours, Abbey & Richards reserve the right to increase the level of the hourly rate.

4.5 The hourly rates set out above are normally reviewed annually to take effect from the 1st September and take account of changes in salaries and other overhead costs. Details of any revision of rates occurring during the continuance of a case or

transaction will be supplied to a client on request. These rates may not be appropriate in cases of exceptional complexity or urgency. Where it becomes apparent that such circumstances exist, Abbey & Richards reserve the right to cease acting for you unless revised rates are agreed in substitution for future work.

- 4.6 In property transactions, in the administration of estates, and in transactions involving a substantial financial consideration or benefit to the client, fees may be calculated both by reference to the time spent and also by reference to a value element based on, for example, the price of the property, the size of the estate, or the value of the financial benefit. The value element reflects the importance of the transaction and the consequent responsibility falling on the firm. Further information on the calculation of the value element and whether it will be applied in your case will be supplied on request.
- 4.7 Disbursements include payments made by Abbey & Richards on behalf of the client, for example, such items as court fees, counsel's fees, fees for medical reports, search fees, Land or Probate Registry fees, etc. Abbey & Richards have no obligation to effect such payments unless funds have been provided by the client for that purpose. VAT is payable on certain disbursements.
- 4.8 Fees are payable whether or not a case is successfully concluded or a transaction completed. If any case or transaction does not proceed to completion for any reason during the period in which Abbey & Richards are instructed, then Abbey & Richards shall be entitled to charge for work done on the basis set out above but, in its absolute discretion the firm may waive part or all of such entitlement to fees.

5. ARRANGEMENTS FOR PAYMENT OF FEES

- 5.1 Property transactions. An account will normally be rendered following the exchange of contracts and payment is required prior to, or upon, completion. Where sufficient funds are payable to the client upon completion, amounts due to Abbey & Richards shall be deducted from such funds unless otherwise agreed.
- 5.2 Administration of estates. It is our usual practice to deliver interim accounts at intervals during the administration. An interim bill will normally be submitted when the grant has been obtained. If it then transpires that it will take some time to complete the administration, further interim accounts may be rendered periodically and the final account will be presented when the estate accounts are delivered for approval.
- 5.3 Other cases or transactions. It is normal practice to ask clients to pay sums of money from time to time on account of the fees and disbursements which are anticipated in the following weeks or months. It is helpful if clients meet such requests with prompt payment to avoid any delay in the progress of their case. In transactions or cases likely to continue for more than one month, interim accounts covering the work already carried out will normally be rendered at least quarterly. This procedure enables clients to budget for costs as the matter progresses. In the event of any account or request for payment on account not being paid, Abbey & Richards reserve the right to decline to act further in the case. The full amount of work done up to that date will be the subject of a final account rendered and will be a debt due from the client.

- 5.4 Interest may be charged at 4% over Royal Bank of Scotland plc's base rate from time to time from the date of delivery of an account in cases where payment is not made within 28 days of such delivery.
- 5.5 In cases or transactions continuing for some period of time, many clients find it convenient to arrange regular payments on account by way of bank standing order. Standing orders should be expressed to be in favour of Abbey & Richards and please contact us for our bank details if this is required.

6. COSTS RECOVERED

In some litigation cases a successful client may be entitled to the payment of costs by some other party to the proceedings. However, it is rare for the system of 'taxation' of costs, as it is known, to result in the other party having to pay the full amount of the costs incurred by the client with their own solicitor. If the other party is in receipt of legal aid no costs are likely to be recovered. In the event that a client is successful and costs do fall to be paid by the other party interest can be claimed on those costs against the other party as from the date on which the order for costs was made. To the extent that any of the fees and disbursements of Abbey & Richards have been paid on account by the client, Abbey & Richards will account to the client for such interest but will otherwise be entitled to retain it. Clients must note that the primary liability for costs incurred with Abbey & Richards is that of the client even in a case where it is expected that an order for costs will be obtained against another party. Further, the costs of seeking to enforce any such order for costs against another party have to be met by the client.

7. INTEREST PAYMENTS

- 7.1 If Abbey & Richards holds money on your behalf, subject to the terms of this paragraph, interest will be calculated and paid to you in accordance with the SRA Accounts Rules. Subject to certain minimum amounts and periods of time prescribed by the rules, gross interest will be calculated and paid at the rate from time to time payable on the Royal Bank of Scotland plc's Instant Access Reserve deposit accounts less a sum of £30 to take into account the administrative costs of calculation and payment in respect of each amount of interest as and when calculated. The period for which interest will be paid will normally run from the date(s) on which cleared funds are received by us until the date(s) of issue of any cheque(s) in discharge thereof.
- 7.2 Where clients obtain borrowing from a lender Abbey & Richards will request the lender to arrange that the advance cheque is received by Abbey & Richards a minimum of four working days prior to the completion date to ensure that cleared funds are available in time for completion. Clients should note that the lender may charge interest from the date of issue of the cheque.
- 7.3 Presently Abbey & Richards' client account in which clients' money is deposited is held at the Royal Bank of Scotland Plc ("the Bank"). This firm will not be liable for any losses resulting from any banking failure of the Bank.

7.4 Clients should note that the Financial Services Compensation Scheme Indemnity limit applies to each individual client in respect of funds we hold on their behalf up to £50,000.00. If the client holds other money in the same Bank as us then the limit will remain £50,000.00 in total (any other deposits they hold will be aggregated with the client money we hold for them in the same Bank). Clients should remember that deposit taking institutions have several brands but the £50,000.00 limit applies per institution (not to each brand). Clients should check with their Bank or with the Financial Services Authority for more information.

8. FINANCIAL SERVICES

Incidental investment business

8.1 Sometimes conveyancing/family/probate/company work involves investments. We are not authorised by the Financial Services Authority and so may refer you to someone who is authorized to provide any necessary advice. However, we can provide certain limited services in relation to investments, provided they are closely linked with the legal services we are providing to you, as we are regulated by the Solicitors Regulation Authority.

8.2 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 to 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 which also provides a complaints and redress scheme.

8.3 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 has 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.

Insurance mediation

8.4 This firm is not authorized by the Financial Conduct Authority. However, we are included on the register maintained by the Financial Conduct 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 Conduct Authority website at www.fca.org.uk

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Law Society.

8.6 In the event that commission is received by Abbey & Richards from a financial institution, brokers, or others, and unless otherwise agreed, Abbey & Richards will account to the client for such part of the commission, if any, as may exceed the amount of any fees or disbursements due to Abbey & Richards from the client.

9. MONEY LAUNDERING REGULATIONS

Proof of identity

9.1 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 would provide us with documents to verify your identity and address. Details of the documents required will be given to you when you first instruct Abbey & Richards as a new client.

Confidentiality

9.2 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 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 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.

Cash

9.3 Our firm's policy is to only accept cash up to £500.00. 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.

10. TAX ISSUES

Abbey & Richards do not provide advice on tax related issues on any matter unless expressly set out in writing in a separate engagement letter. Abbey & Richards will carry out all work on the basis that you have taken and will continue to take independent tax advice (including advice on VAT) from a third party, accountant, or tax adviser. In engaging Abbey & Richards you agree that no tax related issues in respect of any matter upon which you instruct Abbey & Richards shall at any time fall within the scope of Abbey & Richards' general retainer.

11. PROPERTY MATTERS

11.1 In relation to any property or land related matters, Abbey & Richards will not investigate the structure or fabric of any building or the value of any land or building. Accordingly Abbey & Richards advise that you must engage other appropriate

professional advisers to carry out a survey and valuation of the property or land concerned.

11.2 In property transactions it may be necessary to complete and submit to HM Revenue and Customs a Stamp Duty Land Transaction form whether or not stamp duty is payable. By signing these terms and conditions you irrevocably appoint this firm to be your agent in completing and signing the Stamp Duty Land Transaction form on your behalf.

12. COMMUNICATION BY EMAIL

Abbey & Richards will communicate with you by whatever means Abbey & Richards consider most appropriate which may include communication by email.

While Abbey & Richards take reasonable steps to try to identify any software viruses, any document or attachments may nevertheless contain viruses which our anti-virus software has failed to identify. You should therefore carry out your own virus checks before opening any documents.

Abbey & Richards do not accept any liability for damage caused by computer viruses emanating from any attachment or other document supplied by email, computer disc or similar media. If there is any reason why you do not wish Abbey & Richards to communicate by a particular method you must notify Abbey & Richards in writing of this.

13. STORAGE OF PAPERS AND DEEDS

13.1 Following the conclusion of a transaction or case of a client, Abbey & Richards will retain the client's file of papers for such a period as they shall deem appropriate in their absolute discretion. A client who requires such papers (including pre-registration deeds and documents where the title to property has been registered at Land Registry) to be kept for any specific period shall give notice in writing to Abbey & Richards to that effect and, in the event of such notice being given, Abbey & Richards reserve the right to require the client to take personal custody of the papers. This provision does not apply to current deeds, wills, and securities.

13.2 Abbey & Richards provide a safe custody service to clients in respect of wills, deeds and other securities and no charge will be made to the client for such storage unless prior notice in writing is given to the client of a charge to be made from a future date to be specified in that notice.

13.3 Where stored papers, wills, deeds, or securities are retrieved from storage by Abbey & Richards in connection with continuing or new instructions to Abbey & Richards to act in connection with the client's affairs, normally no charge will be made for such retrieval. However Abbey & Richards reserve the right to make an administration charge based on time spent in retrieval and any perusal, correspondence or other work necessary to comply with the instructions given by or on behalf of a client or former client for whom papers, wills, deeds or, securities are stored.

14. FUTURE INSTRUCTIONS

Unless otherwise agreed, and subject to the application of then current hourly rates, these terms & conditions of business shall apply to any future instructions given by you to Abbey & Richards.

Although your continuing instructions in this matter will amount to an acceptance of these terms and conditions of business, it would be helpful if you could please sign and return one copy of them for us to retain on our file.

15. JURISDICTION

These terms and conditions of business are governed by English law. In the event we are in dispute over any aspect of the work which we have undertaken on a client's behalf, such dispute will be subject to the exclusive jurisdiction of the English courts.

I/We have read, understood, and accept the terms and conditions of business set out above.

We also confirm that although two or more of us may have signed this form we irrevocably authorize you to accept instructions signed by any one of us on behalf of all signatories to this form. We also accept that any advice you give to one of us will be deemed to be given to both/all of us.

Signed.....
Date.....

Signed.....
Date.....

Abbey & Richards Solicitors
Terms & conditions of business 01.08.2020 Ref: MBR