

File ref:

HAROLD BELL & Co.

Terms and Conditions of Business

OUR AIM

We aim to offer our clients quality legal advice with a personal service at a cost which is fair to the client and ourselves. As a start, we hope it is helpful 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 be taking on.
- ADVISE YOU if legal aid might be available to you.
- KEEP YOU regularly informed of progress or, if there is none, when you are next likely to hear from us.
- TRY to avoid using technical legal language when writing to you – tell us when we fail in this aim!
- DEAL with your queries promptly. For example, we will always try to return your telephone calls on the same day.

OUR HOURS OF BUSINESS

- The normal hours of opening at our offices are between 9.00 a.m. and 5.00 p.m. on weekdays. Messages can be left on the answerphone outside those hours and appointments can be arranged at other times when this is essential.

PEOPLE RESPONSIBLE FOR YOUR WORK

- The partner with final responsibility for conveyancing, probate and wills and commercial is Malcolm Bell and for litigation and matrimonial is Tracy Poolman. Probate is principally carried on by Martyn Dixon. Sarah Kirkham is instructed in all types of private client matters.

CHARGES AND EXPENSES

- Our charges will be calculated mainly by reference to the time actually 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, preparation of any detailed costs calculations, and time spent travelling away from the office when this is necessary. One charging unit is 6 minutes.
- Routine letters are charged as one unit of time per page and we charge for the time spent on making and taking telephone calls according to the number of units taken. Considering incoming letters are also one unit per page.
- The current hourly rates (ten units per hour) are set out below. All charges are subject to VAT.

Partners and Consultants	£195.00	(Mediation £220.00)
Solicitors	£165.00	
Executives	£120.00	
Junior Executives	£75.00 - £100.00	

- These hourly rates have to be reviewed to reflect increases in overhead costs and inflation. Normally the rates are reviewed 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 particularly specialist expertise which the case may demand. In particular, in property transactions, in the administration of estates 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, or the value of the financial benefit may be considered. It is not always possible to indicate how these aspects may arise but on present information we would expect them to be sufficiently taken into account in the rates which we have quoted. Where a charge reflecting any value element is to be added we will explain this to you. If we provide advocacy services at a full trial of a case, the minimum daily fee will normally be £750.00.
- Solicitors have to pay out various other expenses on behalf of our clients from Land or Probate Registry fees or Court fees, Expert fees, Stamp duty and so on. We have no obligation to make such payments unless you have provided us with the funds for that purpose. We refer to such payments generally as "disbursements". VAT is payable on certain expenses. At the commencement of a conveyancing matter we will request funds on account to cover the cost of searches. Please note that by instructing us to act you authorise us to sign any Stamp Duty Land Tax form required by the Inland Revenue on your behalf.
- If, for any reason, the matter does not proceed to completion, we will be entitled to charge you for work done and expenses incurred.
- In Conveyancing our fees will not normally be less than £500.00 or more than ½% of the price in each case. If we have given an estimate, our estimate will usually be followed, but we do reserve the right to charge, in addition, for abortive work or to revise the estimate if the case is more difficult than expected. You will be advised of this, where it arises, in advance.
- In Probate matters our charge will normally be ½% of the gross estate less residence together with 0.75% for the residence together with an hourly rate for time taken. This will not include preparing income tax returns. If we are Executors there is normally an extra charge for that responsibility (not more than 1% of the gross estate). Probate cases, are not likely to cost, overall, less than 1.5% nor more than 4.5% of the gross estate.

PAYMENT ARRANGEMENTS

- Property transactions. We will normally send you our bill following exchange of contracts and payment is required on a purchase prior to completion and on a sale at completion. If sufficient funds are available on completion, and we have sent you a bill (or indicated the level of our charges), we will deduct our charges and expenses from the funds.
- Administration of estates. We will normally submit interim bills at regular stages during the administration, starting with the obtaining of a Grant. The final account will be prepared when we are ready to prepare the Estate Accounts for approval.
- Other cases or transactions. It is normal practice to ask clients to pay sums of money from time to time on account of the charges and expenses which are expected in the following weeks or months. We find that this helps clients in budgeting for costs as well as keeping them informed of the legal expenses which are being incurred. If such requests are not met with prompt payment, 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 acting for you further.
- Payment is due to us within one month of our sending you a bill. Interest will be charged after one month on a daily basis at 8% per annum.
- We accept payment by cash (up to £200.00), cheque, debit or credit card. There will be a transaction fee of 2% on credit card payments.

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 in 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. It may be possible to make arrangements to take out insurance to cover liability for such legal expenses. Please discuss this with us if you are interested in this possibility.

INTEREST PAYMENT

- Any money received on your behalf will be held in our Client Account. In administration cases, if the rate is more beneficial, at our discretion, the sums may be put with a building society. 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 HSBC's Designated Client Accounts. Where specific funds are invested the rate achieved will be paid. The period for which interest will be paid will normally run from the date on which cleared funds are received by us until the date of issue of any cheque from our Client Account. We may ask you to sign a separate letter of authority agreeing that we may retain the first £20.00 of each amount of interest as and when calculated to help us cover the administrative expenses of arranging these calculations and payments to you. Sums of £20.00 or less in respect of interest will not normally be accounted for. Where money is held by us as stakeholders the interest accrued remains ours. If money is held as agent for the Vendor we will not normally account for interest until it has been held for 25 working days after which it belongs to the client. Money held as stakeholder does not attract interest for either party.
- Where a client obtains borrowing from a lender, we will ask the lender to arrange that the loan cheque is received by us a minimum of 4 working days (or if telegraphed 1 working day) prior to the completion date. This will enable us to ensure that the necessary funds are cleared in time for completion. Such clients 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. Where we telegraph payments out (CHAPS) we charge £35.25.

FINANCIAL SERVICES

- This firm is authorised by The Solicitors Regulation Authority to conduct investment business in accordance with the Financial Services Act 1986

STORAGE OF PAPERS AND DOCUMENTS

- After completing the work, we are entitled to keep all your papers and documents while there is money owing to us for charges and expenses. In addition, we will keep your file of papers for you in storage for not less than 10 years. 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 prior notice in writing is given to you of a charge to be made from a future date which may be specified in that notice. We do reserve the right to charge for the scheduling and sending of any items held.
- If it becomes necessary to retrieve papers or documents from storage in relation to continuing or new instructions to act in connection with your affairs, there will be a charge of £27.00. We may also charge for reading, correspondence or other work necessary to comply with your instructions.

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, 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.

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

- Our aim is to offer all our clients an efficient and effective service at all times and our clients and our staff are 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 the first place with the person responsible for dealing with your case. If you still have queries or concerns, please contact our Client Services Manager, Mary Burrell, who will arrange for another partner to review the matter.

MONEY LAUNDERING REGULATIONS AND PROCEEDS OF CRIME ACT 2002

- We have to make sure that we are not unwittingly drawn into transactions to launder money which are the proceeds of crime. We are obliged to identify all clients at the start of a transaction and we will ask you to produce to us appropriate identification.
- The Proceeds of Crime Act prevents us from being involved in any arrangements which involve property or money which in any way constitute, whether in whole or in part, a persons benefit from any form of criminal conduct. If we become aware of any such circumstances we will have to make a disclosure to the National Criminal Intelligence Service whose consent would then be required before we can continue to act. Such a disclosure would be without any reference to you.

TERMS AND CONDITIONS OF BUSINESS

- Unless otherwise agreed, and subject to the application of the current hourly rates and the basis of charging, these Terms and Conditions of Business shall apply to any future instructions given by you to this firm.
- Although your continuing instructions in this matter will amount to an acceptance of these Terms and Conditions of Business, we will not normally start work on your behalf until one copy of them has been returned to us to keep on our file.

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

Signed Date.....

Signed Date.....