

TANNERS
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Terms of Business

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TANNERS
S O L I C I T O R S L L P

Terms of Business

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1. Tanners Solicitors LLP and You

Tanners Solicitors LLP is a limited liability partnership which is a separate legal entity distinct from its members (referred to as “partners”). Your agreement is with that entity and not with any partner or employee of Tanners Solicitors LLP either collectively or individually. This document contains important general information about the manner in which Tanners Solicitors LLP (“we”, “us” or “our”) deals with your matters, so that you understand the basis on which we will act for you. This, along with the client care letter and the Retainer Summary which together gives details of the work we will carry out for you and the fees and expenses we will charge, forms the agreement between you and us in relation to the work you are instructing us to perform. We suggest you to keep them in a safe place for future reference. If you continue to instruct us after receiving the client care letter the Retainer Summary and these Terms of Business, you will have accepted the terms and conditions that they contain.

2. Instructions and advice

You should:

- give or confirm your initial instructions to us in writing;
- tell us as soon as possible of any changes to your instructions or circumstances
- sign and return to us the copy client care letter as soon as possible

You must:

- tell us all relevant information, so that we can represent your interests effectively.
- provide us, as soon as you can after initial instructions, with satisfactory evidence of your identity.
- provide all documentation required to complete the transaction in a timely manner.
- safeguard any documents which are likely to be required for discovery in litigation matters.

If you instruct us:

- to act for a company or other organisation or for joint clients (for example, the executors of an estate, trustees or joint owners of property) we will assume that you have authority to do this, unless you tell us otherwise.
- to give an undertaking to a third party, and we give that undertaking, you may not revoke or change those instructions without our prior agreement.

Our advice in relation to all matters will relate to the specific circumstances upon which you are instructing us; you must not rely on it in different circumstances.

3. Taxation

Nearly all business and private client work has the potential for tax consequences. Whilst we may alert you to specific tax issues we do not advise or take responsibility for pro-active tax advice unless we specifically agree in writing to do so. If you are looking to us for such advice please make this clear to us so that we can either advise appropriately or suggest from whom it may be sourced when it is not in an areas where we can assist directly. Any advice which we do give, in common with all advice, can only be by reference to the current state of the law or practice and circumstances can and frequently do change.

4. Service Standards

We are committed to providing you with a first rate legal service under which we will:

- update you by telephone or in writing with progress on your matter regularly.
- communicate with you in plain language.
- explain to you the legal work required as your matter progresses
- update you on the cost of your matter at regular intervals being not less than every six months
- advise you on whether the likely outcomes still justify the likely costs and risks associated with your matter whenever there is a material change in circumstances.
- update you on the likely timescales for each stage of this matter and any important changes in those estimates.

Our normal office hours are 9am to 5.30 pm Monday to Friday excluding Bank and public holiday periods.

5. People responsible for your work

A partner will be responsible for co-ordinating the work we do for you and reviewing our service but he may delegate day to day responsibility for a matter to another person in the firm. If that person is unavailable, please leave a message with his or her secretary, reception or voicemail and we will endeavour to return your call on the same day.

We will try to avoid changing the people who handle your work but if this cannot be avoided, we will inform you promptly who will be handling the matter and explain why the change was necessary. Delegating effectively ensures that people with the right level of expertise and experience do the work as economically as possible. The Retainer Summary sent with these terms gives details of the personnel involved and their charges.

6. Charges and expenses

When you instruct us, we will tell you the likely level of our fees and the anticipated expenses, which in addition to our fees you will have to pay. Unless we tell you otherwise, this will be an estimate only and not a fixed quotation.

In general, our charges are based on the hourly rates of and the time spent by those acting on your matter. Time spent on your matter is recorded in units of six minutes and fractional units are rounded up to the next whole unit. Chargeable time includes time spent attending on you or others, on preparing, drafting or considering correspondence, making or receiving telephone calls, preparing for and attending hearings or meetings etc. Any travel that we undertake on your behalf will be charged at the fee-earners hourly rate or on some occasions at a percentage of that hourly rate.

Once a year, it is our practice to review hourly rates, for example, to take account of changes in our overheads. We will notify you in writing of any increased rate. We will update you on the position as to your charges and expenses at appropriate intervals, and inform you if it appears that any estimate may be exceeded. You may set an upper limit on costs. We will not do any work that will take our fees above that limit without your permission.

We will also inform you if any unforeseen extra work becomes necessary - for example, due to unexpected difficulties or if your requirements or the circumstances change significantly during the matter. If that does become necessary, we will inform you in writing in advance, unless this is impractical, of the estimated cost of that extra work before incurring those extra costs. We may charge you for time spent travelling at our normal charge out rates. If your instructions mean we have to work outside normal office hours, we may increase the level of the hourly rates.

Our fees may in addition take into account the factors set out in the Solicitors' (Non-Contentious Business) Remuneration Order 2009. These include (and this is not an exhaustive list):

- the complexity of the matter;
- the level of responsibility involved;
- the value of the transaction;
- the speed at which action must be taken;
- the expertise or specialist knowledge required
- the responsibility involved, and
- the importance of the work to you.

Normally, we expect these factors to be adequately covered by the hourly rates notified to you, but we may increase these rates if, for example, the matter becomes more complex than expected; we will inform you if this is the case. In certain high value transactions we may add a value element to our time charges to reflect the responsibility placed on us. Again, we will inform you if this applies.

We must add Value Added Tax ("VAT") to our charges at the rate that applies when the work is done. Currently it is 20%. VAT is also payable on certain expenses. We do not normally charge separately for stationery, postage, or the cost of phone calls or faxes. We may charge for large amounts of photocopying or long overseas telephone calls. These will be classed as expenses and will normally attract VAT.

In litigation matters, the amount of our costs that you will have to pay may be greater than the amount you can recover from another party to the case. You are ultimately responsible for paying our bills and you may have to pay your opponent's costs if not successful. We may also have to pay expenses on your behalf during the course of the matter (such experts' fees, Court fees, Counsel's fees, travel costs) and these will be shown separate on our Invoices. Unless you ask us to do so, we will not usually check with you before paying expenses on routine items. We will advise you from time to time whether the likely outcome of your case will justify our likely charges, expenses and risks involved. You may be able to obtain after the event insurance to protect your costs liability if you are not successful. Please ask us for more information.

If a Barrister is instructed on your behalf it will be necessary for us to disclose your address to the Barrister and his/her Clerk in connection with the instruction. The Barrister will generally confirm the Bar Councils Complaints Procedure in connection with the arrangement. We will advise you from time to time whether the likely outcome of your case will justify the likely charges, expenses and risk involved. You may be able to obtain after-the-event insurance to cover your costs liability if you do lose. Please ask us for more information.

We may:

- require money to be paid to us in advance either to meet costs as they arise or to enable us to pay expenses before we start work on the matter; and
- request further payments on account of costs or expenses as the matter progresses.

When we put these payments towards any amount you owe us, we will send you a receipted bill and any expenses we have met from the money you have sent us will show up as paid. We normally require payment of Counsel's fees and VAT in advance if you wish us to instruct Counsel. Your total charges and expenses may be greater than any advance payments. If for any reason we do not complete the work or the matter does not proceed to completion, we will charge you for the work done and expenses incurred.

7. Bills

When a matter is lengthy or protracted we will send you interim statute bills for the all work carried out and expenses incurred to date every month or every three months. Alternatively, we may agree with you to send you a bill which is generally on account of costs incurred, but which may not cover all the work done to date. We will make it clear at the time the type of bill we are delivering. If you fail to pay one or more of these accounts, we may decide not to carry out further work until we are paid. We will send a final bill after completion of the work.

If we are instructed by joint clients then each of those persons is responsible for the payment of our bills separately, together or in any combination. This is called "joint and several liability".

Where we have not rendered interim statute accounts, we will send you a bill for our charges and expenses when or just before, the work is completed. If the work is a transaction involving property, payment of the bill is due on completion, unless there is a long period between exchange of contracts and completion when we may send you an interim statute account on exchange.

Unless specifically agreed, sufficient funds must be available on completion of a property transaction for payment of our bill, when we will deduct our charges, expenses and VAT from this money. If we are holding money in our client account on your behalf, it is a requirement of the Solicitors Regulation Authority ("SRA") that we must transfer money to pay our bill to our office account from these funds within 14 days after delivery of the bill, unless we are holding that money for a specific purpose (for example, as a deposit on a purchase).

You must pay our bills when you receive them, whether by email fax or post. We accept payment of our bills by MasterCard or Visa credit or debit cards. An administration charge of 1½% of the bill (including VAT) is made by the service provider if you wish to pay by credit card. We do not accept payment by credit card of any deposit or sum on account of costs. If you do not pay all or any part of a bill within 30 days, we will charge interest on the amount outstanding at 5% above the base rate from time to time of Lloyds Bank PLC per year, calculated on a daily basis. Interest is payable from the date when we delivered the bill until we receive payment in full.

You may also have the right to reply to the Court for an assessment of a bill under Part 3 of the Solicitors Act 1974. Please note that if all or part of a bill remains unpaid we may be entitled to charge interest. The Legal Ombudsman may not deal with a complaint about a bill if the client has applied to the Court for an assessment of that bill.

You are entitled to complain about your bill under our complaints procedure and you may also have a right to object to a bill by making a complaint to the Legal Ombudsman or by applying to the Court for an assessment under Part III of the Solicitors' Act 1974. If you choose the latter, the Legal Ombudsman may not consider your complaint.

8. Your money

If we receive money from you that is not in payment of a bill, nor to meet disbursements, we will hold it for you in a separate client bank account held at a UK bank or building society in accordance with the current Solicitors' Accounts Rules. Whilst we will take all reasonable care to ensure that your funds are not exposed to unusual risk, we cannot be held liable if the institution with whom the funds are deposited fails.

In compliance with anti-money laundering practice, we will not deal in or accept cash. If you circumvent this policy by depositing cash direct with our bank we will charge you for any additional checks we deem necessary to identify the source of the funds. You must send money to us by cheque or bankers' draft (either of which take 3 working days or more to clear), CHAPS or other means of direct payment. Your bank may charge you for CHAPS or direct transfers to us and we will make a separate charge for each CHAPS or direct transfer (including payment by BACS) we pay out. We will not pay money out without the funds having cleared first.

At the start of any matter we will normally ask you to tell us the source of any funds you will be using. Please tell us as early as possible if there is anything unusual about the source of your funds, if for example it is not coming from an account in your name with a UK bank or building society. In particular, please tell us if you are using money from an account in another country, explaining the reason for this.

Where we pay money to you we will normally do so by cheque in your favour, or by CHAPS transfer to an account in your name. If you want us to pay any money due to you to someone else, please let us know as soon as possible, and explain why. We will not pay you in cash and we reserve the right to refuse to pay money to a third party.

If you wish us to give an undertaking to pay money to a third party, whether for costs or otherwise, we must have cleared funds before we can give that undertaking.

If we are selling a property that is subject to one or more mortgages, we will assume that your instructions are to discharge all mortgages affecting the property from the proceeds of sale and give appropriate undertakings to do so, unless you tell us otherwise.

We have a policy for the payment of interest on clients' money which is available upon request. In accordance with that policy, interest on money held in general client account will not be applied to any specific matter if it is less than £20 in any quarter. If we pay interest on money we hold for you, we will not normally deduct tax from it. You will be responsible for declaring these amounts for tax purposes and for paying any tax due.

9. Ending your instructions

If you instruct us on a matter we will assume that you want us to complete it. You may bring your instructions to an end in writing at any time when we will invoice you for any outstanding work. We are entitled to keep all your papers, documents and other property while money is owing to us.

We will decide to stop or suspend acting for you only with good reason (for example, if there is a conflict of interest, you do not pay our fees, we know or suspect that a money laundering offence has been committed, or we have professional concerns about the quality of the instructions you give us) and in most circumstances, on giving you reasonable notice. If you or we decide that we will stop acting for you, you will pay our charges on an hourly basis and expenses as described for all work carried out up to that time.

10. Storage of papers and deeds

We will keep our file of papers or an electronic version of them (except for any of your papers that you ask to be returned to you) for at least six years and on the understanding that we have your authority to destroy the file or electronic file not less than seven years after sending you our final bill. Where we have maintained an electronic version of your file, we may nevertheless destroy the paper version before the seven year period has expired. Where documents (including deeds) have been superseded, we will be entitled to destroy the older versions of those documents without your specific consent, but otherwise we will not destroy documents you ask us to deposit in safe custody. Where paper files are stored with an off-site storage contractor we reserve the right to pass on to you any charges made by them for retrieving your files or other papers. Otherwise we do not normally make a charge for retrieving stored papers or deeds in response to continuing or new instructions to act for you. We do reserve the right to make a charge based on the time we spend on the work necessary to comply with those instructions or if you ask for all papers that belong to you and we have to separate them from our papers on your file(s).

11. Communication

We may communicate with you by fax and e-mail unless you request otherwise. With e-mails, we will only password-protect Word attachments if you specifically request this. The security of e-mails is not guaranteed, nor is the time of their arrival. We will not be responsible for any loss or damage caused by e-mails arriving late or not at all, or because e-mail security was broken. Whilst we are careful to make sure that our computer systems are free from viruses, we are not responsible for any loss or damage to you or your computer that is caused by electronic communication with us.

As we will assume that any address (including e-mail and fax number) you give us is suitably secure, we will not mark any communication with you "Private and Confidential" or similar unless you specifically request us to do so.

12. Financial Services and other Regulations

We are:

- not regulated by the Financial Conduct Authority;
- 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 SRA. The register can be accessed on the Financial Conduct Authority website at www.fca.org.uk/register

If you instruct us to arrange insurance on your behalf:

- we may recommend a particular contract of insurance but we do not usually conduct an analysis of a sufficiently large number of insurance contracts available on the market to enable us to make a recommendation in accordance with professional criteria regarding which contract of insurance would be most appropriate to meet your needs;
- we are not contractually obliged to conduct insurance mediation activities by carrying out a fair analysis. You can request details of the insurance companies and brokers with whom we do business and we will provide you with these details on request. Where insurance renewals arise and we renew as part of our normal activity, we will not usually obtain other quotations unless the premium quoted has changed significantly

We may provide certain limited investment advice services where these are closely linked to the legal work we are doing for you. This is because we are members of the Law Society of England and Wales, which is a designated professional body for the purposes of the Financial Services and Markets Act 2000. The Legal Ombudsman deals with complaints against lawyers. If you are unhappy with any insurance advice you receive from us, you should raise your concerns with either of those bodies

If the Cancellation of Contracts made in a Consumer's Home or Place of Work etc Regulations 2008 apply, you may have a right to cancel your agreement with us within 7 days. We will give you written notice if these regulations apply.

If you are a consumer and we have made a contract with you by electronic means you may be entitled to use an EU Online Dispute Resolution Service to assist with any contractual dispute you may have with us. That is at <http://ec.europa.eu/odr>

13. Data Protection

We use the information you provide primarily for the provision of legal services to you and for related purposes including:

- updating and enhancing client records
- analysis to help us manage our practice
- statutory returns
- legal and regulatory compliance

Our use of that information is subject to your instructions, the Data Protection Act 1998 and our duty of confidentiality. Our work for you may require us to give information to third parties such as expert witnesses and other professional advisers. You have a right of access under data protection legislation to the personal data that we hold about you. You agree to our sending information about you to a person or organisation outside the European Economic Community if that is necessary solely for the purpose of progressing your matter. Not all recipients of such information will be under the same privacy obligations that will require them to maintain confidentiality.

We may from time to time send you information which we think might be of interest to you. If you do not wish to receive that information please notify our office in writing.

14. Confidentiality

We will keep confidential information about you and your matters confidential. There are exceptions to this, which are that:

- there is no confidentiality between joint clients;

- we are under a statutory duty to report any knowledge or suspicion of money laundering; or terrorist related activity
- we will assume we are authorised to reveal information to other advisers whom you have instructed on related matters unless you tell us otherwise.
- by instructing us on any matter, you agree that, if we are required to do so, we may disclose your file or any part of it to our indemnity insurers, the SRA, the Legal Ombudsman or other regulatory body.

15. Limitation of liability

Our liability to you arising out of negligence or breach of contract in relation to any single piece of work or series of transactions is limited to £10,000,000. We will not be liable for any consequential, special, indirect or exemplary damages, costs or losses or any damages, costs or losses attributable to lost profits or opportunities. As we are a limited liability partnership, we also expressly exclude the personal liability of any of our partners or employees for negligence or breach of contract in relation to any type of work. We will not be liable for any loss or damage you may suffer arising out of our compliance with anti money laundering legislation or regulations.

We are not liable for any advice given or work undertaken by any third party who may be involved in your matter, whether or not you were referred to them by us.

16. Disclosures to Lenders

If your instructions involve the borrowing of money from a bank, building society or other financial institution, we may receive instructions from them to act on their behalf also. We have a duty to reveal fully to your lender all relevant facts about the purchase and mortgage. This includes (without limitation):

- any differences between your mortgage application and information we receive during the transaction
- any cash back payments or discount schemes that a seller is giving you

17. Anti-Money Laundering Procedures

The law requires solicitors to obtain satisfactory evidence of the identity of their clients and sometimes people related to them. This is because solicitors who deal with money and property on behalf of their client can be used by criminals wanting to launder money.

To comply with the law, you need to provide us with evidence of your identity as soon as possible. Normally we will ask for originals of current passports, photo-card driving licences, or firearms certificates with photographs. We will take photocopies of these documents, keep them in a central identity register and we will also scan them into an electronic database. We can advise on other acceptable evidence of identity if appropriate. It would be helpful if you would let us have your National Insurance number as well (which we may need for Stamp Duty Land Tax purposes).

If you are instructing us as a nominee or trustee, an attorney, or generally on behalf of someone else, we will also require satisfactory evidence of identity of the person who is or will be the beneficial owner. We may use electronic identification service providers to confirm your identity or that of any beneficial owners. A fee will be charged for this which will appear on your bill under expenses.

For corporate clients you will need to produce the original certificate of incorporation, evidence of the registered address, evidence of the identity of the directors and the shareholders (including the ultimate beneficial owners of the company) and a copy of the memorandum and articles of the company.

Until we receive satisfactory evidence of identity, we may not be able to continue with your transaction, nor repay any money paid to us to use in connection with it. If you cannot provide us with the specific identification requested, please contact us as soon as possible to discuss other ways to verify your identity.

We are professionally and legally obliged to keep your affairs confidential. However, we may be required by law to make a disclosure to the National Crime Agency without prior reference to you or your representatives if during the course of acting for you we become suspicious of money laundering or terrorist financing. By law, your right to confidentiality and your professional legal privilege is waived to the extent of any report made, document provided or information disclosed to the National Crime Agency where we know or suspect that a transaction may involve money laundering or terrorist financing.

18. Governing Law

Our relationship with you will be governed by English Law and will be subject to the exclusive jurisdiction of the English Courts.