

DIPLOCK SOLICITORS
TERMS AND CONDITIONS OF BUSINESS

Our Aim

- We aim to offer our clients quality legal advice with a personal service at a fair cost. As a start, we hope it is helpful to you to set out in this statement the basis on which we will provide our professional services.

Responsibilities

- Our firm has a strong belief that the most effective way to achieve your goals is by implementing and respecting our respective responsibilities to your matter.

We promise:

- To review your matter regularly.
- To advise you of any changes in the law.
- To advise you of any circumstances and risks of which we are aware or consider to be reasonably foreseeable that could affect the outcome of your matter.

You agree:

- To provide us with clear, timely and accurate instructions.
- To provide all documentation required to complete the transaction in a timely manner.
- To safeguard any documents which are likely to be required for discovery.

Opening Hours

- Our office is normally open between 9.30am and 5.30am Monday to Friday (except public & bank holidays) and we close between 1pm and 2pm for lunch on each day we are open. Arrangements can though be made to meet outside of these times if essential and necessary.

Service Standards

- We will update you by writing with progress on your matter at least once every six weeks.
- We promise to communicate with you in a clear and plain language avoiding the use of legal jargon where possible.
- We will explain to you by telephone or in writing the legal work required as your matter progresses.
- We will update you on the cost of your matter at least once every six months.
- We will update 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.
- We will update you on the likely timescales for each stage of this matter and any important changes in those estimates.
- We will continue to review whether there are alternative methods by which your matter can be funded.

Communication between you and us

- Our aim is to offer all our clients an efficient and effective service at all times. Our clients and 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 Attia Bano.
- We will aim to communicate with you by such 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 e-mail or fax but we cannot be responsible for the security of correspondence and documents sent by e-mail or fax.
- Where we act for two or more clients jointly it is on the clear understanding that we are authorised to act on instructions from either, both or any of them.

Identification

- The law requires solicitors to get 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, we need to get evidence of your identity as soon as possible.
- Our practice is to require you to provide us with your current passport or photo-driver's licence or national identity card **and** a recent utility bill, which cannot be for a mobile telephone, so that copies can be taken for the firm's records. We shall also need to be provided with your date of birth & NI number.
- 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.

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 may include meetings with you and perhaps others; reading, preparing and working on papers; making and receiving telephone calls, e-mails, faxes and text messages; preparation of any detailed costs estimates, schedules and bills; attending at court; and time necessarily spent travelling away from the office. From time to time we may arrange for some of this work to be carried out by persons not directly employed by us; such work will be charged to you at the hourly rate which would be charged if we had done the work ourselves.
- Routine letters, e-mails and texts that we send and routine telephone calls that we make and receive are charged at one-tenth of the hourly rate. Routine letters, e-mails and texts received are charged at one-twentieth of the hourly rate. Other letters, e-mails and calls are charged on a time-spent basis.
- The current hourly rates are set out below. We will add VAT to these at the rate that applies when the work is done. At present, VAT is at 20%

Partners	£325
Solicitors/ Fellow legal executive 5 yrs plus PQE	£225
Solicitors/ Fellow Legal Executive to 5yrs PQE	£175
Trainee Solicitors/Legal Executive	£125
Paralegals and junior assistants	£95

- 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 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 particular specialist expertise which the case may demand. An increase in the rates may be applied to reflect such factors. 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 an increase in the rates or a charge reflecting any value element is to be added we will explain this 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 refer to such payments generally as 'disbursements'.

- If, for any reason, this matter does not proceed to completion, we will be entitled to charge you for work done and expenses incurred.

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.

Payment arrangements

- Property transactions. We will normally send you our bill following the exchange of contracts and payment is required on a purchase prior to completion; and at completion on a sale. If sufficient funds are available on completion, and we have sent you a bill, we will deduct our charges and expenses from the funds.
- Administration of estates. We will normally submit an interim bill at regular stages during the administration, starting with the obtaining of a Grant. The final account will be prepared when the Estate Accounts are ready for approval.
- Other cases or transactions. It is normal practice to ask clients to pay interim bills and 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 28 days of our sending you a bill. Interest will be charged on a daily basis at 4% per annum rate from time to time from the date of the bill in cases where payment is not made within 28 days of delivery by us of the bill.
- The common law entitles us 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.
- If we are conducting litigation for you, we have additional rights in any property recovered or preserved for you whether it is in our possession or not and in respect of all costs incurred, whether billed or unbilled. We also have a right to ask the court to make a charging order in our favour for any assessed costs.
- We do not accept payments to us in cash in excess of £5,000.00. Monies due to you from us will be paid by cheque or bank transfer, but not in cash, and will not be made payable to a third party.

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 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 of 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. Arrangements can be made 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. Subject to certain minimum amounts and periods of time set out in the SRA Accounts Rules 2011, interest will be calculated and paid to you at the rate from time to time payable on Barclays Bank'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.
- Where a client obtains borrowing from a lender in a property transaction, we will ask the lender to arrange that the loan cheque is received by us a minimum of four working days prior to the completion date. If the money can be telegraphed, we will request that we receive it the day before completion. This will enable us to ensure that the necessary funds are available 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.

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. We may arrange to carry out an electronic verification of your identity if we consider that a saving of time and cost will be achieved by doing so. The cost of any such search will be charged to you. If the amount is in excess of £10 including VAT, we will seek your prior agreement.
- 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 may not be able to inform you that it has 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.
- We may have to stop working on your matter for a period of time and may not be able to tell you why.
- In order to comply with court and tribunal rules, all documentation relevant to any issues in litigation, however potentially damaging to your case, have to be preserved and may be required to be made available to the other side. This aspect of proceedings is known as 'disclosure'. Subject to this, we will not reveal confidential information about your case except as provided by these terms of business and where, for example, your opponent is ordered to pay your costs, we have to meet obligations to reveal details of the case to them and to the court.

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. Please note that 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.
- 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.
- 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 or photocopying or costings, or research and preparation to assist with your matter. Information from your file may therefore be made available in such circumstances. We will always aim to obtain a confidentiality agreement with the third party.

Advice on Tax, Investments or Insurance

- 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 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. We will only advise you on the taxation aspects of any proposed course of action if we are specifically instructed by you in writing to do so.
- We are not authorised under the Financial Services and Markets Act 2000 but we are able, in certain circumstances, to offer a limited range of investment services to the client because we are regulated by the Solicitors Regulation Authority. We can provide these investment services if they are an incidental part of the professional services we have been engaged to provide.
- If you have any problem with the service we have provided to 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 the Solicitors Regulation Authority and the Legal Ombudsman provide complaints and redress mechanisms
- 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 a designated professional body for the purpose of the Financial Services and Markets Act 2000 but the 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 Ombudsman is the independent complaints handling body of the Law Society.

Limiting Liability

- Our liability to you for a breach of your instructions shall be limited to £3 million, unless we expressly state a higher amount in the letter accompanying these terms of business. 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.
- We can only limit our liability to the extent the law allows. In particular, we cannot limit our liability for death or personal injury caused by our negligence.
- Please ask if you would like us to explain any of the terms above.

- Diplock Solicitors is a limited company registered in England with company number 10327984 and VAT number 269979710. Our registered office is at Dever House, 764 Barking Road, London, E13 9PJ. We are authorised and regulated by the Solicitors Regulation Authority with registration number 635557.

Termination

- You may end your instructions to us in writing at any time, but we can keep all your papers and documents while there is still money owed to us for fees and expenses.
- We may decide to stop acting for you only with good reason. We must give you reasonable notice that we will stop acting for you.
- If you or we decide that we should stop acting for you, you will pay our charges up until that point. These are calculated on an hourly basis plus expenses as set out in these terms and conditions.

Storage of papers and documents

- After completing the work, we will be entitled to keep all your papers and documents while there is still money owed to us for fees and expenses.
- We will keep our file of your papers for up to 6 years, except those papers that you ask to be returned to you. We keep files on the understanding that we can destroy them 6 years after the date of the final bill. We will not destroy documents you ask us to deposit in safe custody.
- If we take papers or documents out of storage in relation to continuing or new instructions to act for you, we will not normally charge for such retrieval.
- However we may charge you both for:
 - time spent producing stored papers that are requested
 - reading, correspondence or other work necessary to comply with your instructions in relation to the retrieved papers

Equality and diversity

- Diplock Solicitors is committed to promoting equality and diversity in all its dealings with clients, third parties and employees. Please contact us if you would like a copy of our equality and diversity policy.

Complaints

- We are committed to providing high quality legal advice and client care. If you are unhappy about any aspect of the service you have received or about a bill, please contact your main contact at the firm on our main telephone number on or by post to our main office address. We have a procedure in place which details how we handle complaints which is available on request to any member of our staff.
- If you are not satisfied with our handling of your complaint you can ask the Legal Ombudsman at PO Box 6806, Wolverhampton, WV1 9WJ to consider the complaint. Normally, you will need to bring a complaint to the Legal Ombudsman within six months of receiving a final written response from us about your complaint or within six years of the act or omission about which you are complaining occurring (or if outside of this period, within three years of when you should reasonably have been aware of it).
- Alternative complaints bodies, such as ombudsman service (www.ombudsman-services.org) or small claims mediation (www.small-claims-mediation.co.uk), exist which are competent to deal with complaints about legal services should both you and our firm wish to use such a scheme.
- However you may not have the right to complain to the Legal Ombudsman if for example you are a business (unless you are defined as a micro enterprise); a charity or club with an annual income of more £1m; or a trustee of a trust with an asset value of more than £1m.

Jurisdiction

- Any disputes or legal issues arising from our terms of business will be determined by the law of England and Wales, and considered exclusively by the English and Welsh courts.

Terms and conditions of business

- Unless otherwise agreed, and subject to the application of then current hourly rates, 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, it may not be possible for us to start work on your behalf until one copy of them has been signed and returned to us for us to keep on our file.

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

Signed

Date