

TERMS OF BUSINESS

These terms of business and the accompanying letter set out the way in which we, Surrey Hills Solicitors LLP, will carry out work on your behalf. Many of the provisions have been included to comply with the Solicitors Regulation Authority's rules of professional conduct for solicitors.

1. People responsible for your work

The letter accompanying these terms of business gives details of the fee earner who will be acting for you. If you have any query, please raise it with him or her.

When telephoning us, please ask for the fee earner dealing with your file. If you are unable to contact that person, please leave a message with a colleague or on his or her voicemail. We would also encourage you to write or e-mail to us where possible so that there is a record on the file.

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 why the change was necessary.

2. Our commitment to you

We are committed to providing a good legal service delivered in a timely manner.

We will:

- always act in your best interests subject to our duty to the court;
- treat you fairly and with respect
- give you our best advice about whether to accept any offer of settlement;
- keep you informed of progress;
- communicate in plain language;
- explain the legal work that may be required and likely timescales;
- advise you and keep you up-to-date with the costs/risk benefit of pursuing a matter;
- aim to reply to letters and other communications from you and others promptly. We will not report to you for the sake of doing so but normally only when there has been some development;
- report developments on your file to you as they arise normally by letter but in cases of urgency by telephone or e-mail;
- review your file regularly;
- advise you of any changes in the law that affect your file.

3. Your commitment to us

You must:

- give us clear, timely and accurate instructions that allow us to do our work properly;
- provide all documents and information required to progress and to complete the matter in a timely manner;
- not ask us to work in an improper or unreasonable way;
- not deliberately mislead us;
- co-operate with us;
- attend as necessary on any expert and at any court hearing
- preserve documents relevant to your case, even where harmful to it.

4. Hours of Business

Our office hours are 9.00am. - 5pm Mondays to Fridays. Should you require appointments outside of the normal working hours, please contact us and we will try to accommodate your request.

5. Quality Assurance

We are committed to providing an efficient and effective service of the highest standard.

6. Funding your case

The accompanying letter and these terms of business set out the basis on which we propose to act for you. We do not work on a 'no win, no fee agreement' (conditional fee agreement) nor undertake legally aid work. If anyone other than you are paying or contributing towards your costs, please let us know and refer to paragraph 15 below.

You as our client will always remain responsible for our costs.

Local authorities are advised to ensure that there is adequate budgetary provision for and to seek promptly authority for the payment of legal costs. Our costs are payable whether or not there is Council authority to make payment.

7. Charges and expenses

Our charges are generally based on the time we spend dealing with a case. Time spent on your affairs will include meetings with you and perhaps others; any time spent travelling; considering, preparing and working on papers; sending and receiving letters, e-mails,

texts and other correspondence; research and making and receiving telephone calls. Time will be charged as units of 1/10th of an hour.

At the outset of a matter we will give you an estimate of the charges. You must be aware that this estimate may change if your expectations change, the quantity of work, its complexity or the amount of time exceed the original estimate. You are strongly advised to monitor your budget for our charges and to raise any queries promptly.

In matters where we are charging on an hourly basis, the accompanying letter will set out the hourly rates for the person who will be handling your work. These rates are subject to review each year. We will notify you in writing of any increase which will apply following the review.

In addition to the time spent, we may consider several factors including the complexity of the issues, the speed at which action must be taken, the expertise or specialist knowledge that the case requires and, if appropriate, the value of the property or subject matter involved.

The charging rates detailed above will apply to work carried out for you prior to signature and return of these terms and conditions of business and our attached client care letter.

Unless otherwise agreed and subject to the application of the then current hourly rates these terms of business shall apply to any future instructions you give to us.

8. Conveyancing

In conveyancing matters, our charges will usually be based upon the work involved. We will generally provide an estimate of the likely costs at the outset of the matter (see below).

If the transaction does not proceed, we will charge only for work carried out. If it is necessary to make additional charges because of the complexity or circumstances of a transaction, we will discuss this with you and agree any additional fee.

If you are borrowing from a lender we will require the lender to arrange for the borrowed funds to be received by us at least four working days prior to the completion date. If the money is to be transferred to us electronically, the funds must be received by us on the day before completion to enable us to ensure that the necessary funds are available in time for completion. Your lender will charge interest from the date the funds were released to us. We are only able to complete your purchase transaction from cleared funds in our client account.

Where we are also acting for the Lender we are required to advise the Lender of all relevant facts including:

- any differences between your mortgage application and information we receive during the transaction;
- any price reductions or allowances of whatever nature.

9. Administration of Estates

In administration of estate matters, our charges will also contain an element based on the value of the estate. This will be on a percentage basis and will depend on the size of the estate, its complexity and whether or not the Partners of the firm are executors. It is likely to be in the region of 2% and 4%. We will normally submit an interim bill at regular stages during the course of the administration of an estate.

10. Expenses

There may be certain other expenses (often called "disbursements"), including payments we make on your behalf, such as court fees, search fees, fees for medical reports and barristers' fees, which you will have to pay. VAT is payable on certain expenses. We will try to give you a guide to these as the file progresses and would not incur substantial expenses without your prior knowledge. We will normally seek these sums from you before or as they are being incurred.

11. Other Costs

We reserve the right to pass on charges we incur for payments made by debit or credit cards in excess of £3,000.

12. Other Charging Information

You may set a limit on charges and expenses to be incurred. This means that you must pay the charges and expenses incurred up to that limit without our needing to refer to you. We will inform you as soon as it appears that the limit may be exceeded and will not exceed the limit without first obtaining your consent.

It is normal practice to ask clients to pay sums of money from time to time because the charges and expenses which are expected in the following weeks or months. We find this helps clients in budgeting for costs as well as helping to avoid delay in the progress of your case. The accompanying letter will tell you how much, if anything, we require on account before we start work on your file. We may request further payments on account for charges and expenses to be incurred as the matter progresses. We will offset any such payments against your final bill, but please note that your total charges and expenses may be greater than any advance payments.

13. Estimate

The accompanying letter may give an estimate or forecast range of the likely charges and expenses in your file. If it is not possible to do so at this stage, the letter will explain why. Please note that unless the accompanying letter specifies that the estimate is a fixed fee, all estimates are subject to revision should unforeseen additional work become necessary. This may happen where your instructions are not clear or documents requested is not available thereby hindering progress of a matter. It may also occur in Court proceedings if the other party with whom you are in dispute makes applications to the Court or takes up large amounts of time on procedural matters which could not reasonably have been anticipated when the estimate was given. There may be unexpected difficulties in progressing your file or your requirements or the circumstances may significantly change during the course of the matter. Should we need to increase the estimate we will inform you in writing of this as soon as possible.

Local authority and corporate clients should, in order to ensure the smooth conduct of the file and to avoid unnecessary costs, appoint and work through a single point of contact.

If for any reason the file does not proceed to completion, we will charge you for work done and expenses incurred.

14. Billing Arrangements

In all matters, we will send you a final bill towards the conclusion. We may also send interim bills at regular stages during the course of the matter, normally monthly. It is a standard practice to send bills electronically and bearing an electronic signature. We certify that the electronic signature is a valid means of signature. Your acceptance of these terms and conditions amount to acceptance of receiving bills electronically and bearing an electronic signature.

If you are unhappy with the bill you have received you should initially contact the relevant Fee Earner to discuss your concerns, however, if the issue remains unresolved you are entitled to make a complaint as set out in point 20 of the Terms of Business. Payment is due to us within **14** days of our sending you a bill. Where payment is not made within this time, interest will be charged on a daily basis from the date of the bill at four per cent over Lloyds Bank Plc base lending rate from time to time.

In all property transfers, we require our final bill to be paid before we complete the transaction. If we are holding monies on account, we will deduct our fees and disbursements from any money we are holding on your behalf before forwarding the monies on to you.

15. Recovery of Legal Costs from the other party in your case

You are primarily liable for the fees charged by us and any incidental expenses, even if there is an agreement that another party is to pay your costs. In litigation matters this also applies even if someone else is ordered to pay your costs in court proceedings. You should bear in mind that it is unlikely that the other party will be ordered to pay all of your costs and you will still have to pay any shortfall

If you are unsuccessful in your court case, you may be ordered to pay the other party's legal costs in addition to your own legal costs and disbursements. You may be able to insure against liability or the other party's legal fees.

16. Valuations

In providing legal advice in any transaction, unless you advise us otherwise, we will assume that you have satisfied yourself that any transaction value/price and other terms are reasonable and appropriate.

17. Tax Advice

In providing legal advice, there may arise tax implications that or require the consideration of tax planning strategy. The fee earner dealing with your case may not be qualified to advise on the tax implications. If you have any concerns over tax implications, please discuss them with the fee earner dealing with your matter and, if necessary, we will refer you on to a tax adviser. If you do not raise any concerns, we will assume that you have satisfied yourself of the taxation implications of the transaction.

18. Limited Companies

When accepting instructions to act on behalf of a limited company, we may require directors and/or major shareholders to sign a form of personal guarantee in respect of our charges and expenses. If such a request is refused, we will be entitled to stop acting and to require immediate payment of our charges up to that point and expenses as set out earlier.

19. Filing, storage of papers and deeds

We operate a cloud-based electronic case management system where documents are held electronically, although there may be some paper documents, therefore our normal communications are by electronic means and where necessary shall bear an electronic signature as a valid means of signing unless you advise us otherwise.

After completing the work, we are entitled to retain these electronic records and to keep all your papers and documents while there is money owing to us. We will keep our documents (except for any of your papers which you ask to be returned to you) for not less than one year. After that time, we keep the file on the understanding that we have your authority to destroy the file after such period as we consider reasonable. We will not destroy documents you ask us to deposit in safe custody. We will keep evidence of your identity for at least five years. If you request a copy of your entire file, it will be provided to you in an electronic format, unless you request otherwise. If you require a paper copy we reserve the right to charge you for our associated printing costs.

We do not normally make a charge for retrieving stored papers or deeds in response to continuing or new instructions to act for you. However, we may make a charge for producing stored papers or documents to you or another at your request. We may also charge for reading papers, writing letters or other work necessary to comply with the instructions given by you or on your behalf. Where storage is off site and we are charged for retrieval of files we will expect you to reimburse that cost.

20. Termination

You may terminate your instructions to us in writing at any time but we are entitled to keep all your papers and documents while money is owing to us.

We will only decide to stop acting for you with good reason. We might do this include if you do not pay an interim bill on time or if you fail to comply with our request for a payment on account.

In litigation cases, we will require all clients to sign a "Notice of Acting in Person" which we can then send to the court and all other parties should our instructions be terminated and will avoid having to attend court for this reason. We will let you know in advance if we have to make use of this.

If we should choose to stop acting for you, we will advise you of any possible options to pursue your case.

If you or we decide that we will stop acting for you, you will pay our charges up to that point and expenses incurred as set out earlier.

21. Money held on your behalf

It is our policy to pay interest on money we hold in our client account on your behalf at the rate payable by Lloyds Bank plc on its Instant Access Deposit Account (or equivalent account if this account is withdrawn), provided that such interest earned exceeds £20. This may be less than the rate at which you could have invested the money yourself. The period for which interest will be calculated will normally run from the date on which cleared funds are received by us until the date on which the payment to you is issued. If we hold sums of money for you in relation to different files unless the files are connected we will normally treat the money relating to each of the different files separately. We will not account to you for interest on money held for the payment of disbursements or professional fees. In certain circumstances (for example where large sums are held for long periods) we may, by prior arrangement, pay interest at a higher rate or vary the terms in some other way. Please note that no tax will be deducted from interest payments and that you must declare any interest received to HM Revenue and Customs as part of your income for the tax year in which it is received. Interest is normally payable at the end of the matter.

We do not provide banking facilities for you.

We are normally only able to accept cash up to a limit of £500 in any 28-day period.

Our clients' money is held with a bank which is regulated by the Financial Conduct Authority and the Prudential Regulation Authority. We hold your money strictly in accordance with the Solicitors Accounts Rules and in normal circumstances it is fully protected. We will not be liable to repay any money that we hold for you in our client accounts which is lost as a result of a banking failure.

In the event of a bank or building society failure the upper limit of compensation payable from the Financial Services Compensation Scheme is currently £75,000. The compensation limit applies to the individual, therefore if you hold other personal monies with the same bank or building society as that with whom our client account is held the limit will remain £75,000 in total. You should be aware that some deposit taking institutions operate under several brands. Furthermore, you should be aware that if the deposit holder is a corporate body and it is not considered to be a small company by the FSCS then it will not be eligible for compensation.

Please note that we will assume that we hold your consent to the disclosure to the FSCS of client details in the event of a failure of a deposit-taking institution with which we have deposited client's funds.

For further up to date information on the Financial Services Compensation Scheme we would refer you to: <http://www.fscs.org.uk/what-we-cover/products/banks-building-societies>.

22. Complaints

We are confident that we will give you a high quality service in all respects. However, if you have any queries, concerns or complaints about our work for you including our bill, please take them up first with the fee earner handling your work. There may also be a right to object to the bill by applying to the Court for an assessment of the bill under Part III of the Solicitors Act 1974. If speaking to the fee earner handling your work does not resolve the problem to your satisfaction or you would prefer not to speak to that fee earner, then please take it up with the fee earner's supervisor. If the matter is still not resolved, please write to us marking your letter for the attention of our complaints partner, Sarah Christmas. We do have a complaints policy and procedure which can be made available on request at that stage. This is also available on our website www.surreyhillssolicitors.co.uk Please raise immediately any concerns you may have with us in order that we may seek to resolve any problems quickly. We value you and would not wish to think you have any reason to be unhappy with our services. If the matter is not resolved you can contact the Legal Ombudsman at P O Box 6806, Wolverhampton, WV1 9WJ (helpline number 0300 555 0333) or refer to its website at www.legalombudsman.org.uk.

Any complaint to the Ombudsman must be made within six months of the end of the work we did for you or of you finding out there was a problem.

23. Money Laundering Precautions

Like all firms of solicitors and other professional groups, we are required by law to apply procedures to guard against the risk of money laundering.

Identification checks: We may need to obtain formal evidence of your identity. This may be necessary even though we have acted for you before, or if you are known personally to a member of staff. We will tell you if such evidence is necessary but it may help us if you can bring evidence to our first meeting. Normally the evidence we would ask for is your passport, plus another document to establish your address, such as recent utility bill, council tax statement, or bank statement. These provisions do not apply to public bodies such as local authorities.

Source of funds: At the start of any file we will normally ask you to tell us the source of any funds you will be using. It is simplest for us if the source is an account, in your name, in a UK bank or building society. If the source is an unusual one, such as an account in another country, or in the name of someone other than yourself, please tell us as early as possible, including the reason.

If insufficient evidence is provided to verify your identity and/or the source of your funds we reserve the right not to accept or to terminate instructions.

These provisions may apply to the directors and major shareholders of corporate bodies.

These provisions do not apply to public bodies such as local authorities.

Destination of funds: Where we are to pay money out to you, we will normally do so by cheque in your favour, or into an account in your name. If you want us to pay surplus money out into the name of someone other than yourself, please tell us as early as possible, including the reason.

Confidentiality: 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 National Crime Agency. Where a solicitor knows or suspects that a transaction on behalf of the 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, we will tell you about any potential money laundering problem and explain what action we may need to take. This can include even small amounts of money, and covers all offences, including for example tax evasion and benefit fraud.

We will not be liable to you where you suffer loss as a result of our delay in executing your instructions and our refusal to provide you with information regarding that delay where we are acting in accordance with our statutory anti-money laundering obligations.

24. Equality and Diversity

We are committed to promoting equality and diversity in all its dealings with clients, third parties and employees. Please contact us for a copy of our equality and diversity policy.

25. Data Protection

We use your personal data primarily to provide legal services to you, but also for related purposes as described in our Privacy policy attached Privacy policy and including:

- conducting checks to identify you, verify your identity and screen for financial or other sanctions
- gathering and providing information required by or relating to audits, enquiries and investigations by regulatory bodies
- complying with professional, legal and regulatory obligations that apply to our business
- ensuring business policies are adhered to, eg policies covering security and internet use
- operational reasons, such as improving efficiency, training and quality control
- ensuring the confidentiality of commercially sensitive information
- statistical analysis to help us manage our practice
- updating and enhancing client records
- preventing unauthorised access and modifications to systems
- preparing and filing statutory returns
- ensuring safe working practices, and monitoring and managing staff absences and staff access to systems and facilities
- staff administration and assessments, monitoring staff conduct, and disciplinary matters
- marketing our services
- external audits and quality checks

Our use of your personal data is subject to your instructions, the EU General Data Protection Regulation (GDPR), other relevant UK and EU legislation and our professional duty of confidentiality.

Surrey Hills Solicitors LLP is a data controller for the purpose of the GDPR and other relevant data protection legislation.

We take your privacy very seriously. Please read our Privacy policy carefully , available on our website www.surreyhillssolicitors.co.uk or on request, as it contains important information on:

- what personal data we collect about you and how that data is collected
- how, why and on what grounds we use your personal data
- who we share your personal data with
- where your personal data is held and how long it will be kept
- whether your personal data may be transferred out of the European Economic area and, if so, the measures taken to protect that data
- your rights in relation to the personal data we hold or use
- the steps we take to secure your personal data
- how to make a complaint in relation to our use of your personal data
- ow to contact us with any queries or concerns in relation to your personal data

We may use your personal data to send you updates (by email, telephone or post) about legal developments that might be of interest to you and/or information about our services, including exclusive offers, promotions or new services[or products]. You have the right to opt out of receiving promotional communications at any time, by contacting us.

26. Investment Services

Sometimes conveyancing/family/probate/company work involves investments. We are not authorised by the Financial Conduct Authority and so may refer you to someone who is authorised to provide necessary advice.

27. Lien

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 file for which the costs are 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 the right to ask the court to make a charging order in our favour for any assessed costs.

28. Limitation on 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. 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.

29. Transactions

Criminals are increasingly impersonating solicitors and obtaining money by convincing clients that their solicitor’s bank details have changed. Details of Surrey Hills Solicitors’ account number are provided in our client care letter. Surrey Hills Solicitors will not change its bank details during the course of a transaction and will not telephone or email you with alternative banking details at any time. You must treat any communications you receive that purport to change our bank details as fraudulent. If you receive any such communication please contact your lawyer at Surrey Hills Solicitors (not by an electronic method) and ensure you are satisfied that all information you receive is accurate. Surrey Hills Solicitors will not take responsibility for any loss or other consequences if you fail to comply with these conditions. This would include if such a loss is

Thank you for instructing us. We look forward to provide our services and achieving a satisfactory outcome for you.

I confirm I have read, understood, and I accept, the terms of business set out above and in the attached letter.

Signed.....

Date.....

Name of signatory.....