

TERMS AND CONDITIONS OF BUSINESS

GILLIAN FAZAN & CO, SOLICITORS

(1) OUR AIM

We aim to offer our clients quality legal advice with a personal service at a fair and reasonable cost. This statement sets out the basis on which we will provide our professional service.

(2) OUR COMMITMENT TO YOU

We will:-

- a) **REPRESENT** your interests and keep your business confidential.
- b) **EXPLAIN** to you the legal work which may be required and the prospects of a successful outcome.
- c) **ADVISE** you of the likely degree of financial risk which you will be taking on.
- d) **KEEP YOU INFORMED** of progress or, if there is none, tell you when you are next likely to hear from us.
- e) **TRY** to avoid using technical legal language when writing to you.

(3) OUR HOURS OF BUSINESS

The normal hours of opening of our offices are between 9 a.m. and 5 p.m. Monday to Friday,

(4) PEOPLE RESPONSIBLE FOR YOUR WORK

Your work will be handled by **Tony Bayagbona**, Solicitor.

We will try to avoid changing the people who handle your work but if this cannot be avoided, we will tell you promptly of any change and why it may be necessary. The person with final responsibility for all work undertaken is **Tony Bayagbona**.

(5) 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 undertake on your behalf. This will include meetings with you and others, reading and working on papers, correspondence, telephone discussions, court hearings, preparation of any detailed costs calculations and time spent travelling away from the office when this is necessary.

Short letters are charged as a six minute unit of time and we charge for all other time spent on your matter in units of 6 minutes (£15.50).

The current hourly rate is £155.00. We will add VAT to this at the rate that applies when the work is undertaken. At present VAT is 17.5%.

The hourly rate will be reviewed periodically to reflect increases in overhead costs and inflation. Normally the rate is reviewed with effect from 1st 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 any complexity of the issues or circumstances imposing unusual responsibility and charge an additional fee. On a high value transaction, we may charge an additional fee to reflect the extra responsibility, which in probate cases, may be as much as 2% of the value of the estate.

We may have to pay expenses on your behalf during the course of the work, such as Land or probate Registry fees, Court fees, Expert fees etc. **We have no obligation to make such payments, unless you have provided us with funds for that purpose.** VAT is payable on certain expenses. We refer to such payments as "disbursements".

If, for any reason, this matter does not proceed to a conclusion, we are entitled to charge you for the work undertaken and expenses incurred.

Any commission we receive regarding your matter will be paid to you unless you agree that we may keep it.

(6) OTHER PARTIES' CHARGES AND EXPENSES

In some cases and transaction a client may be entitled to payment of costs by some other person/opponent. It is **important** that you understand that in such circumstances, the other person/opponent may not be required to pay all the charges and expenses, which you incur with us. You will be required to pay our charges and expenses in the first instance, and any amounts, which can be recovered, will be a contribution towards those payments. If the other party is in receipt of Public Funding no costs are likely to be recovered. You will 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. Those sums 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.

(7) PAYMENT ARRANGEMENTS

a) **Property Transactions:** We will normally send you our invoice 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 an invoice, we will deduct our charges and expenses from the funds.

b) **Administration of Estate:** We will normally submit an interim invoice at regular stages during the administration, starting with the obtaining of a Grant. The final account will be submitted when the administration is completed. We will then deduct our charges and expenses from the funds on behalf of the estate.

c) **Other Cases or Transactions** It is normal practise to ask clients to pay sums of money from time to time on account of charges and expenses, which are expected to be incurred. We will send regular interim bills during the course of the matter. These practises help you to budget for costs as well as keeping you informed of the legal expenses which are being incurred. If such requests are not met with prompt payment, delay in the process of the matter may result. In any event of any invoice or request for payment not being met, this firm must reserve the right to **stop acting for you**.

d) **Payment:** Payment is due to us upon presentation of an invoice. We reserve the right to **charge interest** on a daily basis at **8% per annum** in cases where payment is not made within one month of the delivery by us of the invoice.

It is very important that you do not send money to us, without clearing it with us first, and telling us where the money will be coming from, with full Bank details. If you do, we will have to report to the Police. We will not be able to do anything with the money, and cannot even send it back to you.

(8) INTEREST PAYMENT

Any money received on your behalf will be held on our client account. 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. The period for which interest will be paid will normally run from the date on which funds are received by us until the date of issue of a cheque from our client account.

(9) YOUR RESPONSIBILITIES

Your responsibilities include giving us full, honest and proper instructions, co-operating fully with us in the preparation of your matter, not asking us to work in an improper or unreasonable way, and making payments on account and payment of invoices promptly. If you do not fulfil these responsibilities, we may stop acting for you. If we decide to stop acting for you, we will tell you the reason and give you notice in writing.

(10) IDENTIFICATION

In order to comply with the law on money laundering, we need to obtain evidence of your identity as soon as practicable. We should be grateful, therefore, if you would provide us with documents to verify your identity and address as set out below:

Personal Identity (one of the following)	Address verification (two of the following preferably)
Current valid (signed) full UK Passport	Mortgage Statement or Mortgage Redemption Statement
Current valid (signed) overseas Passport	Recent Utility Bill – Gas, Electricity, Water, Telephone (Not mobile phones)
Current valid EEA Member State ID card	Council Tax Bill
Current Residency Permit	Current Full UK Driving Licence (Paper

issued by Home Office	document)
Current Full UK Driving Licence	Current UK / EU Photocard Driving Licence
Current UK / EU Photocard Driving Licence	House or motor insurance certificate
Current Firearms/Shotgun Certificate	Current State Pension book/notification letter
Current State Pension book/notification letter	Current Benefits Agency Book/letter
Current Benefits Agency Book/letter ¹	Current Local Authority Rent Card, Rent Book or Tenancy Agreement
Sub-contractor's Certificate	Bank / Building Society / Credit Union Statement or passbook
Current years Inland Revenue Tax Code Notification	Solicitor letter confirming completion of house purchase or land registration
	Credit Card Statements from main provider
	Official Documentation from Her Majesty's Revenue And Customs (this does not include P60's)

(11) CONFIDENTIALITY

Solicitors are under a professional and legal obligation to keep the affairs of clients confidential. This obligation, however, is subject to a statutory exception: recent legislation on money laundering and terrorist financing has placed solicitors under a legal duty in certain circumstances to disclose information to the Serious and Organised Crime Agency. Where a solicitor knows or suspects that a transaction on behalf of a client involves money laundering, the solicitor may be required to make a money laundering disclosure. If this happens, we may not be able to inform you that a disclosure has been made or of the reasons for it.

(12) CASH

Our firm's policy is to accept cash up to £500.

If clients circumvent this policy by depositing cash direct with our bank we reserve the right to charge for any additional checks we deem necessary regarding the source of the funds.

Remember, it is very important that you *do not send money to this firm, without clearing it with us and letting us know where the money is coming from and, your full Bank details.*

(13) STORAGE OF PAPERS AND DOCUMENTS

After completion the work, we are entitled to **keep** your papers and documents whilst there is **money owing to us** for our charges and expenses. In addition, by signing these terms and conditions you agree that we may hold your papers after completion for a minimum period of 10 years after which the papers can be destroyed. Within the 10 year period we will almost certainly scan the documents into electronic format and destroy the paper copies except of course deeds which will be held permanently in our deeds cabinet. Again by signing our these terms and conditions you give us authority to do this and also to keep any deeds we have on your behalf after completion of the transaction or matter.

(14) TERMINATION

You may **terminate** your instructions to us in **writing** at any time. If you do not wish us to continue undertaking work and incurring charges and expenses on your behalf, you must tell us this clearing in writing. We will be **entitled to keep** your papers and documents whilst there is **money owing to us** for our charges and expenses.

(15) 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.

(16) COMMUNICATION BETWEEN YOU AND US

Our aim is to offer all clients an efficient and effective service at all times. However, should there be any aspect of our service with which you are concerned, please discuss the matter with **Tony Bayagbona**.

We will aim to communicate with you by such methods as you may request. Unless you withdraw your consent, we will communicate with others when

appropriate by fax or e-mail but we **cannot** be **responsible** for the **security** of correspondence and documents sent in such a way.

The Data Protection Act requires us to advise you that your particulars are held on our database. We may, from time to time, use these details to send you information, which we think might be of an interest to you.

(17) INCIDENTAL INVESTMENT BUSINESS AND INSURANCE MEDIATION

The Law Society is a designated professional body for the purposes of the Financial Services and Markets Act 2000 but responsibility for regulation and complaints handling has been separated from the Law Society's representative functions. The Solicitors Regulation Authority is the independent regulatory body of the Law Society and the Legal Complaints Service is the independent complaints handling body of the Law Society. Sometimes conveyancing/family/probate/company work involves investments. We are not authorised by the Financial Services Authority and so may refer you to someone who is authorised to provide any necessary advice. However, we can provide certain limited services in relation to investments, provided they are closely linked with the legal services we are providing to you, as we are regulated by the Solicitors Regulation Authority. If you have any problem with the service we have provided for you then please let us know. We will try to resolve any problem quickly and operate an internal complaints handling system to help us to resolve the problem between ourselves. If for any reason we are unable to resolve the problem between us, then we are regulated by the Solicitors Regulation Authority and complaints and redress mechanisms are provided through the Solicitors Regulation Authority and the Legal Complaints Service.

This firm is 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

(18) OUTSOURCING OF WORK

From time to time we may outsource work either for typing photocopying or providing probate services. There are risks inherent in this in protecting your confidentiality. Although we will actively take steps to ensure such confidentiality is protected you must advise us if you object to such outsourcing.

We may also be required to produce all or part of the file to assessors or similar as part of an audit or quality check.

(19) DATA PROTECTION

We shall deal with your information in accordance with our obligations under the Data Protection Act 1988.

This Act requires us to advise you that your particulars are held on our database. We may, from time to time, use these details to send you information, which we think might be of an interest to you.

(20) EQUALITY AND DIVERSITY

This firm is committed to promoting equality and diversity in all of its dealing with clients, third parties and employees.

(21) TERMS AND CONDITIONS OF BUSINESS

Unless otherwise agreed, and subject to the application of hourly rates at that time, 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 signed copy of them has been returned to us.

**I CONFIRM I HAVE READ, UNDERSTOOD AND ACCEPT
THESE TERMS AND CONDITIONS OF BUSINESS**

Signed: _____

Print name: **G.A. McCloskey For**

**TRUSTEES OF TILE AND EXECUTIVE
PERSON SCHEME.**

Date: _____

15 June 2009.