

Terms of Business

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1. DEFINITIONS and Construction

The following definitions apply in all cases:

- 1.1 “Terms” shall mean these Terms of Business;
- 1.2 “us” or “we” or “our” or “firm” shall mean the law firm of Vincent Oakley, Solicitor;
- 1.3 “you” or “your” shall mean our client;
- 1.4 “Contract” shall mean the agreement between us and you relating to the provision of our services;
- 1.5 “Client Care Letter” shall mean any of the following documents provided to you by us:
 - (a) Any Retainer
 - (b) Any Letter of Engagement
 - (c) Any other document of a similar nature referring these Terms to you and setting out any other special terms indicating the work you have asked us to do and the individuals who will handle it at our firm.

Any conflict between the Client Care Letter and these Terms shall be read in favour of the Client Care Letter;

- 1.6 In these Terms of Business and any document mentioned in subclause 1.5 where the context so requires:
 - (a) Word denoting the singular shall include the plural and vice versa
 - (b) Word denoting any gender shall include all other genders
- 1.7 “Disbursements” shall mean any costs or payments that we incur on your behalf in connection with providing our services, e.g. Counsels’ fees, agents’ fees, couriers’ fees, etc.;
- 1.8 “Estimate” shall mean a provisional estimate of our fees, which is not intended to be legally binding;
- 1.9 “Quotation” shall mean a firm indication of what our costs shall be for acting for you.

2. THE CONTRACT BETWEEN US

Our Client Care Letter, these Terms, and any written amendments that we agree with you shall form the Contract. This Contract will be concluded:

- When you confirm that the provisions of our Client Care Letter are agreed; or
- When you give us any specific instructions to act on your behalf, request advice from us, or after you have received our Client Care Letter and you have raised no objections to their provisions; or
- If we have begun to provide you with services before the provisions of our Client Care Letter are agreed these Terms will also apply retrospectively from the time

when we began to provide services to you.

- If any of the Terms of the Contract are held to be void or unenforceable, in whole or in part, by any Court or other competent authority then that term shall be severed from the Contract to the extent that it has been held to be ineffective. All other terms of the Contract shall continue to be valid and enforceable.

3. COOLING OFF RIGHTS

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 may apply to your matter, giving you the statutory rights to terminate the Contract within a cooling off period of 14 working days beginning with the day after the Contract was concluded. The Regulations also say that we should complete our work within 30 days of the day after you asked us to work for you, unless otherwise agreed. In this respect, subject to any contrary term in our Client Care Letter, our agreement with you is on the basis that we shall not be required to meet the 30 day deadline, given our services generally require more time to complete. Your acceptance of these Terms (see clause 2 above) constitutes agreement that we will not complete our work for you within 30 days.

If the Regulations apply to our contract with you, we will send you a Notice setting out your rights to cancel.

4. WORK THAT IS NOT INCLUDED

Subject to our Client Care Letter, or unless otherwise agreed to the contrary in writing, our advice shall not include advice on matters relating to:

- The laws of any jurisdiction other than England and Wales; or
- Taxes or duties; or
- Financial planning; or
- Accounting; or
- Health and Social Care Funding.

5. INSTRUCTIONS AND AUTHORITY

If you are a company, partnership or other organisation, we may accept instructions from anyone within your organisation unless you have written to us identifying which individuals we are to take instructions from.

When our Contract is with more than one person, unless otherwise agreed in writing, we may:

- Accept instructions from any one of those persons on behalf of all; and
- Correspond with any one of those persons on behalf of all.

6. EVIDENCE OF IDENTITY AND OUR RIGHT TO CANCEL

The law requires solicitors to obtain satisfactory evidence of the identity of their clients, where relevant, other beneficiaries to a transaction and, in some cases, the source of funds. This is a legal requirement on solicitors who deal with money and property on behalf of their clients, primarily to guard against them being used by persons wanting to launder money, which is a criminal offence. To comply with the law, we need to obtain evidence of your identity as soon as possible. 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 and/or authority to instruct us. If you cannot satisfy these requests promptly, we have the right to cancel the Contract immediately on giving written notice to you.

Under anti-money laundering regulations, where we have doubts about the funding of a transaction by any third party or the legitimacy of any matter or transaction, we reserve the right to delay progress or completion until we have satisfied ourselves of the identity of that third party or the legitimacy of the matter or transaction, and without prejudice to any other limitation of liability contained in our Terms, we will not be liable for any loss caused by such delay, unless such delay is caused by our negligence.

7. CONFIDENTIALITY

We are under a professional and legal obligation to keep your affairs confidential. This obligation is however subject to certain statutory exceptions: all UK law firms are subject to reporting, disclosure and other requirements imposed by the UK regulators or laws, such as if it concerns HM Revenue and Customs, the Insolvency Act 1986, money-laundering, the proceeds of crime and terrorist financing. These requirements can override our usual duty of confidentiality to you. In addition, these requirements may oblige us to ask you to provide us with information that may be relevant for legal or regulatory purposes at any time. Any failure by you to provide any information of this sort shall entitle us to cancel this Contract on giving immediate written notice to you.

We are required by law to make a disclosure to the National Crime Agency where we know or suspect that a transaction may involve money laundering or terrorist financing. If we make a disclosure in relation to your matter, we are not able to tell you that a disclosure has been made and we may have to stop working on your matter for a period of time and may not be able to tell you why.

8. DELEGATION OF WORK

The individuals named in our attached Client Care Letter shall have primary responsibility for your work but may delegate appropriate parts of the work to our junior lawyers or other staff acting under proper supervision. You will be assigned Vincent Oakley at the outset who will have overall responsibility for the work carried out for you.

If you instruct us in relation to issues that fall outside the range of work that is normally done by the named individuals in our attached Client Care Letter, we may refer you to other lawyers within the firm who can assist you, subject to your agreement. We may also refer you to *others, e.g. Counsel, experts, and other law firms with specialist solicitors*. Sometimes we also ask other companies or people to do certain work on our files, such as word processing, photocopying, telephone call handling, or other work, to ensure this is done promptly and as may be required. We will always seek a confidentiality agreement with these outsourced providers and therefore seek to ensure that such providers have taken all

appropriate steps to protect your confidential information. If you do not want such aspects of your file to be outsourced, please tell us as soon as possible.

9. FEES

- 9.1 Our fees are usually based on the time we spend dealing with your matter but may also be calculated by reference to other criteria, such as the value of any property involved, any skill and specialised knowledge that may have been required, and the degree of urgency. In dealing with the administration of Estates and Trusts we may charge a percentage of the gross estate or trust fund subject minimum set up and annual fees which are more particularly set out in the Estates and Trusts Retainer.
- 9.2 All solicitors, chartered tax advisors, executives, paralegals and other personnel within the firm ('fee earners') record time spent working on each client matter. Where an hourly charging rate or rates will be used we will provide you with appropriate details of the individuals working on your matter and their hourly charging rates. The hourly charging rates will usually be specified in our Client Care Letter; Retainer; Estimate or other written notification to you. We review our charging rates from time to time and they may change during the course of the work we undertake for you.
- 9.3 We record time in units of six minutes rounded up to the nearest whole unit. For example: work of five minutes is recorded as one unit; work of seven minutes is recorded as two units.
- 9.4 Our charge for the work will be calculated by multiplying the hourly charging rate for each fee earner working your matter by the amount of time recorded by that fee earner on the matter.
- 9.5 Unless we agree to the contrary, any time spent by our fee earners in travelling or in waiting to attend any meetings, Court hearings, etc. shall be calculated with reference to the hourly rates of the fee earners in question.
- 9.6 All items of work which are not routine will be charged according to the actual amount of time recorded units for undertaking that work and the appropriate hourly charging rate will be applied to the time so recorded.
- 9.7 We will generally provide interim and final invoices giving a short indication of the work undertaken. Unless otherwise stated each bill of costs or invoice is a final bill (also known as a 'statute bill' in respect of the period to which it relates).
- 9.8 Where a detailed bill of costs is appropriate or required our bill of costs will usually consist of items under such of the following heads as may be appropriate:
- (a) attendances at court and upon counsel;
 - (b) attendances on and communications with you;
 - (c) attendances on and communications with witnesses including any expert witness;
 - (d) attendances to inspect any property or place for the purposes of the matter;

- (e) attendances on and communications with other persons, including offices of public records;
- (f) communications with the court and with counsel;
- (g) work done on documents;
- (h) work done in connection with negotiations with a view to settlement if not already covered in the heads listed above;
- (i) attendances on and communications with London and other agents and work done by them;
- (j) other work done which was of or incidental to the matter and which is not already covered in the heads listed above.

9.9 In respect of each of the heads of costs—

- (a) 'communications' means letters, e-mails, text messages, faxes and telephone calls;
- (b) communications, which are not routine communications, may be set out in chronological order;
- (c) routine communications may be set out as a single item at the end of each head;
- (d) Routine communications are letters, e-mails, text messages, faxes and telephone calls which because of their simplicity should not be regarded as letters or e-mails of substance or telephone calls which properly amount to an attendance.
- (e) Each item claimed in the bill of costs may be consecutively numbered
- (f) Routine letters out, routine e-mails out, routine faxes out, routine text messages out and routine telephone calls will in general be charged on a unit basis of 6 minutes each, the charge being calculated by reference to the appropriate hourly rate.
- (g) The unit charge for letters out, e-mails out, faxes out and text messages out WILL NOT include perusing and considering routine communications received by us (for example: routine letters in, e-mails in, faxes in, voicemails or other messages and text messages in). All routine communications received by us in any form will be charged at one half of the rate for a routine outgoing communication.
- (h) A communication received by us (in any form – e.g. email, fax, text message, voicemail, letter) of any length may be charged according to the actual amount of time spent considering it whenever we in our discretion consider it to be a communication of substance so that it is above and beyond what may otherwise be considered as a routine communication.
- (i) We may, in our own discretion, charge actual time measured in six minute units rounded up as explained above for preparation of communications sent by us, which properly amount to attendances.

9.10 Our fees are subject to Value Added Tax (VAT) where applicable. VAT will therefore be added to your bill at the prevailing rate in force. You will provide us with all relevant information in this respect. If your information proves to be incorrect, you shall reimburse us on demand for any interest, penalties or legal costs which we incur as a result. Our VAT Registration Number is 670 6329 31

Our fees are payable irrespective of whether a matter proceeds to completion. Once we have sent you a bill of costs we shall be entitled to pay our fees out of any sums that we receive or hold on your behalf, such as the proceeds of a sale of property.

In litigation matters, unless we agree otherwise, for example by entering in to a Conditional Fee Agreement, we will be entitled to be paid costs greater than those which may be recovered from another party to the proceedings.

We will keep you updated about fees as the matter progresses. In particular, we will tell you how much the fees are at regular intervals. We will explain to you any changed circumstances which will or are likely to affect the amount of costs, the degree of risk involved and the cost-benefit to you of continuing with your matter.

We will inform you as soon as it appears that a cost estimate or agreed limit may be exceeded.

10. DISBURSEMENTS AND OTHER COSTS

In addition to our fees, you shall also pay to us, with VAT if applicable:

- All Disbursements we make or incur on your behalf;
- The costs of copying and scanning of documents;
- The cost of any foreign or non – routine telephone calls that we make on your behalf;
- The cost of all travel and accommodation reasonably incurred by us.

We may require you at any time either to pay us sums in advance (a payment on account) of any Disbursements or costs that we may have to incur, or to make any payments of this sort yourself direct to the provider in question.

We are professionally bound to pay barrister's fees once a barrister has been instructed on your behalf. We will obtain your prior agreement to the instruction of a barrister or any other third parties and we will ask you to make payments in advance to us to meet fees associated with their involvement.

11. ESTIMATES AND QUOTES

Estimates and Quotations are generally based upon your initial description of the matter in question and upon any documentation that you might have given us to consider. Such information may not be sufficient to give an Estimate or Quotation, particularly if documentation needs to be prepared or negotiated, or if any complicated legal points are involved.

Where an Estimate or Quotation is given, it must be in writing to be of any effect. Such effect will in any event be limited in that sometimes a matter is more complicated than we could reasonably have expected from your description or from a preliminary review of that documentation, or unforeseen issues arise as a matter progresses which have a bearing on the amount of time which we need to spend, or upon any Disbursements or other costs which need to be incurred. We shall advise you of any such changes in circumstance, as these matters will fall outside the scope of any Estimate or Quotation which we have given. We shall seek to agree with you an additional fee for such matters, but if no agreement is

made, we shall have the right to cancel this Contract on giving written notice to you.

If it is not possible to calculate our charges with reference to a Quotation we have given, they shall be determined with reference to our hourly rates.

Unless we specifically advise to the contrary, all Estimates and Quotations are exclusive of VAT, Disbursements and other costs.

12. MONIES ON ACCOUNT

We reserve the right to require you to pay one or more sums on account of our fees and/or any likely Disbursements or costs at any time before and/or during the course of the work. Any sums we ask you to pay on account may include an element to reflect any VAT that may be chargeable. These sums will be held in your name in our client account. A sum in lieu of interest may (or may not) be payable to you in accordance with our interest policy set out in the following section "Client Money"

From these sums, we shall be entitled to settle our invoices for fees, Disbursements or costs after we have advised you of the fees, Disbursements and costs in question. If it transpires that our invoiced amounts at the end of a matter are less than the sums that we are holding on account, we shall refund the balance to you.

13. CLIENT MONEY

We will hold any funds which you remit to us to be held on your behalf in our client account(s). We will only hold your money at a bank or building society where the monies are held at a branch (or head) office in England and Wales.

Any monies received by us or on our behalf from you or on your behalf in connection with any matter shall be at your risk until applied by us in accordance with your instructions and/or the terms of our retainer; in accordance with any undertaking given by us in connection with the particular matter, or in satisfaction of any costs, fees, disbursement or VAT due from you to us.

Money which we hold on your behalf will usually be deposited in our general client account. We may subsequently open further client accounts at different banks and/or transfer client funds from time to time from one account to another. Whilst we monitor circumstances relating to our bankers and take such action we feel is necessary to protect our finances, we may not be liable to repay money lost through a banking failure. If you are acting in the capacity of a private individual or small business, you may be eligible to obtain compensation from the Financial Services Compensation Fund (FSCF). Please refer to the FSCF website for details of the sum per person per authorised institution in the event of the bank failing. The compensation limit applies to one individual per failed entity, and so if you hold personal monies with the same bank (or member of a group to which it belongs), the limit remains at the amount specified in the FSCF regulations. If at any time you wish your funds to be held in a specific account or in any particular bank or in any other way you should advise us as soon as possible and confirm any such instruction in writing. We undertake no responsibility to advise you where or how your funds should be held.

Where we hold cleared funds on your behalf we will pay you a sum in lieu of interest in accordance with the firm's interest policy. Our policy reflects the fact that we are providing limited deposit facilities which must be immediately available for the purpose of facilitating a

legal matter on your behalf. Therefore our interest rate may be less favourable than you might otherwise obtain from a bank or savings institution where funds may be placed for a fixed period of time.

This policy reflects the administrative and handling costs for dealing with the distribution of such interest. All payments in lieu of interest will normally be credited to you at the conclusion of the matter.

A sum payable to you will be calculated at 0.4% below the Royal Bank of Scotland Base Rate from time to time except that we do not pay interest:

- Where the amount of interest calculated in accordance with this policy is less than £20; or
- We hold cleared funds not exceeding the amount shown in the left hand column below for a time not exceeding the period shown in the right hand column:

Amount	Time
£1,000	56 days
£2,000	28 days
£10,000	14 days
£20,000	7 days

14. BILLING AND PAYMENT

Subject to any special terms in our attached Client Care Letter, billing frequency is at our discretion depending on such criteria as the nature of the matters on which we have been asked to act, the amount of our unbilled fees and the amount of time that is being spent on your matters. We generally invoice our clients on a monthly or quarterly basis and on completion of the transaction. Our invoices are payable in full upon receipt.

If any of our invoices are not paid within 30 days of their delivery to you:

- We may charge you interest on the outstanding amounts at the rate payable on judgment debts.; and
- We have the right to suspend work on any matters on which you have asked us to act, or to cancel all or any of our Contracts with you on giving you immediate written notice; and
- Where we are acting for you in a matter before a Court or Tribunal we have the right to apply to that Court or Tribunal to be taken off the record as your lawyers in relation to any legal matter in which we are representing you on giving you 7 days written notice.

Where our attached Client Care Letter is addressed to more than one person, or where we have agreed with the addressee of our Client Care Letter to act for another person as well, each of you shall be jointly and severally liable for our fees and disbursements and other costs, so that each of you is jointly responsible for ensuring that our bill is paid, and we can pursue all or any one of you for the whole amount that is due to us. This shall be the case regardless of any agreement you may have entered into with anyone else regarding the payment of our fees, disbursements, and other costs.

Our bills can be paid by cheque or bank transfer. We reserve the right to refuse cash deposited and are unable to accept cash in excess of £200. If you try to avoid this policy by

depositing cash directly with our bank, we may decide to charge you for any additional checks we decide are necessary to prove the source of the funds as per clause 6 above. Where we have to pay money to you, it will be paid by cheque or bank transfer. It will not be paid in cash or to a third party unless we are satisfied payment to a third party does not contravene any anti-money laundering laws or regulations.

15. YOUR RESPONSIBILITIES

In order to carry out our services in a prompt, effective and professional manner, we shall require your full co-operation and assistance throughout the duration of our Contract with you. This means that we expect to receive clear, timely and accurate instructions from you and to be provided with documents promptly upon request. In litigation matters you are required by the Court Rules (the Civil Procedure Rules) to safeguard any documents which are likely to be required for disclosure and we will give you further guidance on the types of documents which you are obliged to disclose, as necessary.

16. SERVICE STANDARDS

We will explain to you the legal work required as your matter progresses and provide you with updates, such as the likely timescales, costs and whether the costs still justify the risks.

We are happy to receive queries by telephone, email, fax or letter. The person with responsibility for your matter can be reached by telephone on 01902 743333, as well as by letter. If he or she is unavailable to take a call, he or she will attempt to return your call the same day but if that is not possible, then your call will be returned within **1** working day. Written correspondence (which includes letters, emails, and faxes) will generally be replied to within **3** working days unless further investigation and/or inability to contact others prevents this. If your correspondence is marked urgent or a specific reply date is requested, we will do our best to prioritise it accordingly.

Our normal office hours are 09:00 – 15:00 Monday to Friday inclusive although, occasionally, appointments may be made outside those hours as circumstances dictate. It is generally not possible to see people arriving without appointments so please contact us should you wish to see the person with responsibility for your matter in person in order to make an appointment.

17. COMPLAINTS

We are committed to providing high quality legal advice and client care. However, if there is any aspect of our services that you have received, which you are unhappy about, or if you are unhappy about the bill, please contact Vincent Oakley on 01902 743333 or by post to 53 Newbridge Crescent, Wolverhampton, WV6 0LH. We have a procedure in place which details how we handle complaints, which is available on request or on our website. We have eight weeks to consider your complaint, but aim to provide a full response to most complaints within 28 days.

If you are not satisfied with our handling of the complaint and/or we have not resolved it within this time, then you can ask the Legal Ombudsman to consider the matter, but only after you have made a formal complaint to us. The Ombudsman's telephone number is 0300 555 0333 or you can find out more information on the website at:

<http://www.legalombudsman.org.uk> . Please note that if you wish to take up a complaint with the Legal Ombudsman then you should do so no later than:

- six months after the date of our final written response to your complaint, or
- eight weeks after lodging your complaint with us, if you have not received our final response
- within a six years of the date of the act or omission if you have not previously complained, or
- three years from the date that you should have known you had a complaint to pursue and you had not complained previously (if the act or omission occurred more than six years ago).

The Legal Ombudsman will not accept complaints where the act or omission of date of awareness was before 6 October 2010

If your complaint is about your bill, you may have a right to apply to the court for an assessment of the bill under Part III of the Solicitors Act 1974. If you wish to take advantage of this procedure, you should be aware that there are strict time limits applicable and you may therefore wish to seek independent legal advice:

- Within a month from the date of our invoice your right to a detailed assessment is unconditional.
- If you delay beyond a month the Court may impose restrictions.
- Once a year has elapsed since the date of the invoice you will lose the right to a detailed assessment, unless there are special circumstances.

You should be aware that the Legal Ombudsman may not consider a complaint about a bill if you have applied to the court for such an assessment. For further guidance about how to make a complaint, visit: www.legalombudsman.org.uk

18. LIMITATION OF LIABILITY

As solicitors we are permitted to put a reasonable limit on our liability to our clients provided that:

- The limit on our liability is not below the minimum level of cover required by the Solicitors' Indemnity Rules (currently **£2,000,000**) and
- We can only limit our liability to the extent that the law allows. In particular, we do not limit our liability for death or personal injury resulting from our negligence.

Our liability to you shall therefore be limited as follows:

- Irrespective of the legal grounds on which any claim against us is made, unless we expressly state a higher amount in our Client Care Letter accompanying these Terms, our liability and loss to you (including any liability for negligence other than for death or personal injury) shall be subject to an aggregate limit of £2 million for all claims and losses resulting from:
 - one act error or omission;

- one series of related acts or omissions;
- the same act or omission in a series of related matters or transactions;
- similar acts or omissions in a series of related matters or transactions.
- For the purposes of this clause, a claim against Vincent Oakley, assistant solicitors, employed barristers, any other members of our staff (whether employees or not) and any company or its employees handling outsourced work as per clause 8 above, arising from one matter or transaction, shall be regarded as a single claim against us and our liability to you shall be limited accordingly.
- 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 will not be liable for any loss or damage, whether direct or indirect, caused by any communication, whether by post, fax or email, being misdirected or intercepted by third parties where such misdirection or interception is not a result of our negligence.

OTHER MATTERS

We shall not be liable to you for any failure to provide our services caused by matters beyond our reasonable control.

19. REGULATORY MATTERS

We are authorised and regulated by the Solicitors Regulation Authority (the “SRA”), whose Code of Conduct, including its professional rules, principles and guidance apply to us. You can access the Code of Conduct on the SRA website at www.sra.org.uk.

We are not authorised by the Financial Conduct Authority. If, while we are acting for you, you need advice on investments, we may have to refer you to someone who is authorised to provide the necessary advice. However, 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.

This firm is not authorised by the Financial Conduct Authority. However, we are included on the register maintained by the Financial Conduct Authority so that we may carry on insurance mediation activity, which is broadly the advising on, selling and administration of insurance contracts such as defective title indemnity insurance in conveyancing matters and after-the-event insurance in litigation matters. 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 Conduct Authority website at www.fca.gov.uk.

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 Ombudsman is the independent complaints handling body.

If you are unhappy about any insurance mediation advice we have given you then you should follow our complaints procedure (see Complaints at clause 17).]

The Firm has effected professional indemnity insurance cover which meets or exceeds the requirements of the SRA. In the event of any failure by the Firm to meet its liabilities, apart from such insurance, the Solicitors' Compensation Fund is in place, from which grants may be given to those who have suffered loss by reason of the dishonesty of a solicitor or an employee in connection with a solicitor's practice or in connection with a trust of which the solicitor is a trustee. Clients should also be aware that they are not entitled to the protections offered by the SRA compensation fund, for instance where non-legal services provided by the firm are unregulated by the SRA.

Our VAT registration number is 670 6329 31

Our Solicitors Regulation Authority number is 304289.

20. CONFLICTS

We have the following rights to cancel this Contract on giving immediate written notice:

- If our own interests conflict with yours; or
- If a conflict of interests arises between you and any of our other clients in relation to the same or related matters, or there is a significant risk that this might happen; or
- If any instructions you give us conflict with our professional duties or obligations as solicitors or as officers of the court.

21. TERMINATION

You may immediately terminate the Contract in writing at any time if you wish us to stop acting for you. We may also cancel the Contract:

- If we have good reason to do so on giving you reasonable written notice; or
- If we believe there are circumstances that justify an immediate cessation of the work that we are doing for you; or
- In the circumstances provided for in other clauses of these Terms.

Circumstances that might justify our ceasing to act for you under the first two bullet points above would include, but are not limited to, a non-payment of any of our invoices, your failure to make any payment on account or to settle any Disbursements or costs which we have requested, or your failure to give us the instructions that we might reasonably expect in relation to your matter(s).

In the event that we cancel the Contract and cease acting for you, we shall be entitled to charge you a fee for all the time spent by us up to cancellation, and all the Disbursements and costs we have incurred or may be liable for up to that point in time. If it is not possible to calculate our fee with reference to a Quotation that we have given, our fee shall be calculated on the basis of our hourly rates.

22. PAPERS AND DEEDS

We are entitled to retain our files and any documents we are holding on your behalf until you have paid all our invoices (a lien). Unless you have already asked us to return any papers to you, we shall keep all files relating to your completed matters in storage for six years, either in their original form or on some other retrievable medium. After the end of that period, those files will be destroyed, although this shall not apply to any original documents that you have specifically asked us in writing to keep in safe custody for you.

We do not normally make a charge for retrieving stored papers which relate to current matters, although we reserve the right to charge you for any time spent in retrieving papers relating to completed matters and for any time spent in reading the file, writing letters, or doing any other work at your request.

If you ask us to send any documents to anyone else, we shall not be liable for any loss or damage that occurs to those documents after they leave our possession. You should also note that, unless we believe it might be appropriate to do so we will not ordinarily make copies of any lengthy or bulky documentation which we send to anyone else, unless you specifically ask us to do so, and pay our copying charges.

23. EMAIL, FAX AND INFORMATION TECHNOLOGY (IT) MATTERS

Unless otherwise agreed, we may use conventional (unencrypted) email to communicate with you and anyone else that is involved in any matter on which you instruct us. You acknowledge that conventional email may present security risks in certain circumstances and you shall be taken to have accepted those risks unless you tell us not to use that means of communication.

If you would like us to use encrypted email for communication purposes you should notify us in writing. We will endeavour to do so, but this shall also be subject to us making the necessary arrangements with you and any other recipients.

If you do not want us to fax you at any fax number where we might ordinarily think you may be contactable, you must inform us of this in writing and provide us with any fax number(s) you wish us to use.

Please note that in order to protect the integrity and security of our IT systems, we may prohibit the receipt and opening of certain types of electronic files by our staff and you should note our internal IT procedures may also impose a delay on our ability to open and deal with certain types of electronic files.

Please also note that we may record and monitor telephone, fax and email communications that are made to or from our offices and staff for the purposes of the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000.

24. RECOMMENDATIONS

If we should recommend the services of anyone to you such as accountants, surveyors, trade mark and patent agents, foreign lawyers, or anyone else, we shall do so in good faith and this shall be the sole extent of our liability with regard to the recommendation in question.

25. AUDITS AND AUDIT ENQUIRIES

If we receive requests for information of an auditing nature from you, your accountants or auditors, we may address our response to you and we may charge you for the time spent in addressing these enquiries at our normal hourly rates.

External firms or organisations may conduct audit or quality checks on our practice to ensure compliance with mandatory requirements such as the regulatory standards and/or voluntary standards such as Lexcel or ISO 9001. Such external firms or organisations are required to maintain confidentiality in relation to your files. We operate our own in-house file review process to ensure our own quality standards are adhered to and personnel involved in the review process are bound by the firm's confidentiality obligations.

26. THIRD PARTY RIGHTS

Unless we specifically agree to the contrary in writing, we shall act only on your behalf in relation to the work that we do for you and the Contracts (Rights of Third Parties) Act 1999 shall not apply.

Any legal advice that we give you is for your own use only and we shall not be liable to anyone else in relation to that advice (including anyone that you pass or transmit it to) unless we expressly agree to be liable to the recipient(s) in writing.

27. DATA PROTECTION

If you are a private individual we shall only use any personal data that we have relating to you for the following purposes:

- To identify you as a client of this firm, to confirm any information you have given us and to keep your records up to date;
- To provide you with legal services;
- To process any payments from you;
- To send you information regarding our products and services, including any products and services that we may supply in conjunction with anyone else, unless you ask us not to do so;
- For review and analysis in connection with the management of our practice;
- For legal and regulatory compliance; and
- For producing statistics and other information relating to our business, including statutory returns, providing this shall not identify you personally.

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. Except in certain circumstances, you have a right of access under data protection legislation to the personal data that we hold about you and you should ask us should you need to access this data.

28. CONVEYANCING MATTERS

In conveyancing matters when acting for you as a purchaser, we may also be acting for your proposed lender and as such we have a duty to fully reveal to your lender all relevant facts about the purchase and mortgage. This includes but is not limited to:

- Any differences between your mortgage application and information we receive during the transaction;
- Any cash-back payments or discounts that a seller is giving you.

29. REFERRALS AND COMMISSIONS

If you have been referred to us by an introducer with whom we have a financial arrangement:

- We shall not disclose your information to that introducer unless you consent;
- We shall make clear the amounts involved in your client care letter;
- If we also act for the introducer in the same matter and a conflict of interest arises, we may have to cease acting for you;
- Any advice we give will be independent and you can raise questions on all aspects of the matter.

We are prevented by law and regulations from making a secret profit from our relationship with you. If any occasion arises where there is potential for us to earn a commission or financial benefit (such as a discount or rebate), for instance if we introduce you to another practice to undertake work for you which we cannot do ourselves, we will establish a separate written agreement with you to deal with the acceptance and allocation of any such commission or financial benefit arising.

30. EQUALITY AND DIVERSITY

We are committed to encouraging and promoting equality and diversity in all of our dealings with clients, third parties and employees. Please contact us if you would like a copy of our equality and diversity policy.

31. PROFESSIONAL INDEMNITY INSURANCE

The details of our Professional Indemnity Insurance and the territorial coverage of the policy are available in each of our offices and are available upon request.

32. GENERAL

Any dispute or legal issue arising from our Terms of Business will be determined by the law of England and Wales, and subject to the exclusive jurisdiction of the English and Welsh courts, notwithstanding that you may be based, or our services may be provided to you,

elsewhere.

33. **SPECIAL TERMS OF BUSINESS FOR WILL WRITING**

- 33.1 In addition to our general Terms set out above the special terms of business in this clause will apply where we are retained to advise you in connection with the preparation of a will for you. Where there is a conflict between the Terms in the previous clauses and the special terms of business in this clause the terms in this clause shall prevail.

Main features

- 33.2 We will obtain your instructions, preferably in a face to face meeting; submit a draft Will to you for approval and amend it if necessary to accord with your wishes; we will prepare a signature copy and supervise signature to ensure that the legal formalities for execution of the Will are observed. Normally the Will must be signed at our office. In cases of urgency this process may be shortened or altered. We may at our own discretion omit some or all of these steps if we consider it appropriate to do so.

Testamentary Capacity and Other Mental Capacity

- 33.3 We will assess your testamentary capacity and reserve the right to instruct a suitably qualified expert witness to conduct an additional assessment where we consider it appropriate.
- 33.4 In relation to documents other than your Will (for example documents associated with your Will such as non – binding Letters of Wishes, Memoranda or Notes about disposal of household and personal goods, non – binding indications of how you wish trustees to exercise any discretion conferred upon them) we will assess your mental capacity to create those documents and we reserve the right to instruct a suitably qualified expert witness where we consider it appropriate to do so.

Storage

- 33.5 Our policy on storage is that all original Wills prepared by us should be deposited in the High Court for safe custody during your lifetime pursuant to section 126 of the Senior Courts Act 1981. There is a single one – off Court Fee charged to deposit each Will. The current fee is shown in our Will Writing Estimate together with our fee for the administrative work required to deposit the original Will in the High Court.
- 33.6 The High Court will issue a Certificate of Deposit of the Will directly to you. It is your responsibility to retain that Certificate and we recommend that you give your executors a copy of the Certificate. You undertake to notify your executors that the original Will has been deposited at the High Court for safe custody during your lifetime. We will not notify the executors that the original Will has been deposited at the High Court for safe custody.

- 33.7 There are many problems in storing a will safely and securely. You may take the original Will to arrange your own safe custody during your lifetime but we strongly advise against this. If we deliver the original will to you for safe custody it will be retained by you at your own risk and you will be liable for any costs that may result from the loss or plight and condition of the original.
- 33.8 When the original Will is deposited in the High Court for storage you may instruct us to take a scan of the original and supply you with a copy of the original printed from the scan. We do not undertake to retain a copy of the scan on our paper file or computer systems. Retaining a copy of the Will is your responsibility and we accept no liability which may arise for loss of the original Will or a copy. The cost of any scanning provided will be that specified in our Will Writing Estimate.

Letters of Wishes

- 33.9 You understand that a Letter of Wishes, Statement of Wishes or other similar document addressed to Trustees where they have a discretion should not be legally binding and that certain legal formalities must be observed when creating, updating or altering any such document failing which the operation of your Will can be altered or destroyed so that your estate or any part of it subject to Trustees' discretion will not be disposed of as you hope and intend (without fettering the discretion of your trustees).
- 33.10 Therefore you agree that before making any alteration to any Letter of Wishes, Statement of Wishes or any similar document you will seek independent legal advice and we accept no liability for loss that may occur as a result of your failure or omission to take independent legal advice from a suitably qualified professional before altering any Letter of Wishes or similar document.

Liability to Store Documents Associated with the Will

- 33.11 You undertake to retain safely and securely any Letter of Wishes or Statement of Wishes that may be associated with your Will (e.g. where trustees have discretion) and any Memoranda or notes relating to disposal of personal chattels. You undertake to notify your executors and trustees of the existence of any such document and its location. We do not store such documents for you and we disclaim any liability for any loss or dispute that may flow from the loss of any such document or copy thereof.

No Watching Brief

- 33.12 Our work is completed once original Will has been signed and any scanning or depositing in the High Court for safe custody has been done. We will not keep a watching brief. We have no responsibility to contact you after the Will has been signed and we have no liability to advise you of any changes in the general law, taxation, care funding or other circumstances that may make it prudent for you to review your Will after you have signed.

Future contact

- 33.13 You agree to notify us forthwith if you change your residential address, email address, landline telephone number or mobile telephone number. This is because we may at our discretion review a copy of your will from time to time in accordance with our normal training and quality control procedures and while we have no legal liability or duty to do so we may wish to contact you at a future date with recommendations as a result of any such review.
- 33.14 Unless you have unsubscribed in the relevant section of the Estimate we may at our own discretion contact you from time to time to request you arrange a review appointment at our office or to advise you of other products and services we provide but we are under no duty to do so.
- 33.15 You may contact us on the anniversary of the date of signature of your Will to review the Will. We have no duty to contact you. If you contact us for a review appointment there will be no charge for that review appointment but if any new work is recommended we will give you another Estimate before we do any new work for you.

Excluded Work

- 33.16 Unless specified in our Will Writing Estimate or other written notification to you we will not provide any advice or assistance in connection with the following:
- (a) Where we consider that your mental capacity to create any document is borderline or may be challenged at a later date or we consider that the assessment of capacity falls outside the scope of our expertise we may decline to assess your mental capacity and / or seek the evidence or additional evidence of a suitably qualified medical expert before preparing any document for you.
 - (b) Business property;
 - (c) Agricultural property;
 - (d) Taxation in England and Wales (for example inheritance tax, capital gains tax and income tax);
 - (e) Foreign Taxation (including taxation in Scotland and Northern Ireland) Taxation;
 - (f) Foreign property or other assets held in any foreign country or jurisdiction;
 - (g) Life Assurance or other insurance policies paying out on death, illness or any other event;
 - (h) Any beneficial interests that you may have now or in the future under any trust or will trust of another person;
 - (i) Health or Social Care funding or state funding or of any kind;
 - (j) Where your will contains a gift to any person we will not advise on the impact that gift may have upon the recipient's entitlement to state benefits or other benefits of any kind;

- (k) Any interest you or any other person may have under any pension, pension fund or pension scheme and any nominations or trusts associated with any such pension scheme;
- (l) Assets or liabilities that pass outside your estate;
- (m) Claims that may be made against your estate under the Inheritance (Provision for Family and Dependants) Act 1975 or statutory modification re – enactment of the provisions of that Act or any similar legislation.

Freedom to make a new Will

33.17 You confirm that you are not bound by any agreement that restricting you from making a new Will disposing of any of your property including property inherited from a deceased spouse or other third party (e.g. you and your spouse, deceased spouse, other third party or deceased third party have not previously made a joint will or reciprocal wills or made any agreement restricting your freedom to make a new will before or after the death of the other).

Conflict of Interests

33.18 If we act for you and your spouse, partner, companion, civil partner or other person or persons in a close relationship with you we will act on the basis that there is a common interest and that you each consent to us acting on that basis and that any information received from one party shall be shared with the other or others and is not confidential to the person providing that information.

33.19 If a conflict of interests arises or a significant risk of a conflict of interests arises where your interests diverge from the other party or confidential information might be received from one of you which might not be in the other's interests to know we may have to cease acting for one or both of you.

Responsibility for your Work

33.20 Vincent Oakley will deal with most of the work personally but to provide an efficient and cost effective service some of the work may be delegated to other members of the team. He qualified as a solicitor in 1985. Claire Oakley is a Chartered Tax Adviser. She is not qualified as a lawyer. She may undertake some general work on the matter and may advise on and deal with any taxation issues if instructed to do so.

33.21 From time to time it may be prudent or necessary to engage and make payment to a third party such as a barrister, accountant, financial adviser or other third party. If this is needed we will give you an estimate before incurring liability for that third party's costs. Normally, we will give that estimate in writing and obtain your written consent to incur the liability. At that time we may also request a payment on account of the third party's estimated costs from you. In cases of urgency or where time is of the essence we may dispense with written notification and proceed upon the basis of telephone approval from you.

Communication by Email

33.22 Email is not a secure and reliable method of communication and therefore we cannot accept instructions by email unless you verify the contents of the email by speaking to Vincent Oakley or another member of the firm by telephone. For this purpose a voicemail message is not acceptable.

Time Scale

33.23 We aim to complete your will within six weeks.

34. SPECIAL TERMS OF BUSINESS – PROBATE RETAINER

34.1 In addition to our general Terms set out above the special terms of business in this clause will apply where we act under our “Probate Retainer” or similar terms of engagement. Where there is a conflict between the Terms in the previous clauses and the special terms of business in this clause the terms in this clause shall prevail.

Excluded Work – We will not undertake any of the following work for you

34.2 Unless we expressly agree otherwise in writing we will not:

- (a) Provide any taxation advice
- (b) Advise or review the steps taken to by the executors or trustees prior to them retaining us. Where the executors or trustees declare that the administration period has ended we will rely upon that statement.
- (c) Check the truth and accuracy of the information provided to HM Revenue and Customs in the forms submitted in support of the application for the grant of representation (typically the IHT205, IHT217 and IHT400 with associated schedules and the Statement of Truth signed by personal representatives applying for the grant of representation).
- (d) Advise about, review or prepare Estate Accounts or Trust Accounts in connection with the administration of the estate or continuing trusts.
- (e) Advise as to statutory notices or protection available to the executors in relation to claims by third parties and creditors.
- (f) Advise about claims for NHS Continuing Healthcare funding or Local Authority funding that may have been available during the lifetime of the deceased or may be made retrospectively.
- (g) Advise in relation to any tax liabilities or refunds e.g.: any income tax, inheritance tax or capital gains tax issues, penalties or interest that may have been incurred by the deceased during lifetime or the executors during the administration.
- (h) Advise about Department of Work and Pensions Benefits during the deceased’s lifetime or claims for refund from the estate.
- (i) Advise about searches that are required at various stages such as bankruptcy searches against all relevant individuals.
- (j) Advise as to the validity of the will and searches that may have been prudent to for the executors to rely upon in ascertaining the validity of the will.

- (k) Advise in connection with any Enduring or Lasting Powers of Attorney that the deceased may have had.
- (l) Provide any investment advice.
- (m) Provide or insurance advice.
- (n) Advise or assist in the preparation of the personal tax return (Income Tax, Capital Gains Tax etc.) of the deceased for the period from the end of the tax year to the date of death, and during the administration of the estate.
- (o) Advise or assist in the sale of or transfer of title to any property contained within the estate to a beneficiary.
- (p) Advise or take any action or omit to take any action in relation to any foreign property or assets held or controlled in a jurisdiction other than England and Wales.