

TERMS & CONDITIONS OF BUSINESS

We set out in this statement the basis on which we will provide our professional services.

We are Kingsley David Solicitors Ltd. You are the client.

We are authorised, unless otherwise agreed, to take such action as we think necessary to obtain the required result. We shall not refer to the client for specific instructions every time we take a step. If, therefore, there is a limit to what we are required to do, or a limit to expenditure, we must be notified of this in advance.

1. OUR COMMITMENT TO YOU

We will

- CARE about you and the issues over which you have instructed us;
- DO all we can to bring about the successful conclusion to your business as soon as is reasonably possible;
- KEEP CONFIDENTIAL your business;
- EXPLAIN to you the legal work which may be required and the likely degree of financial risk that you will be taking on;
- KEEP you regularly informed of progress or, if there is none, when you are next likely to hear from us;
- TREAT you and others with whom we deal fairly and not to discriminate on race, nationality, gender, sexual orientation, colour, religion or age.

2. OUR PLACE AND HOURS OF BUSINESS

Kingsley David's offices are located at Shelton House, 4 High Street, Woburn Sands, Milton Keynes, MK17 8SD. Normal hours of opening are from 9.00am to 5.00pm on weekdays. We are closed on Public Holidays. Appointments can be arranged at other times when this is essential (and will be reflected in the cost of the work we do for you).

3. YOUR RESPONSIBILITIES

- a) If 'you' are more than one person such as a couple buying a home or partners we may accept instructions from one of you on behalf of both or all of you without any requirement for us to confirm any other's agreement. The other(s) agree to be bound by those instructions. It is for you to resolve therefore how best you communicate with us;
- b) You agree to reply promptly and accurately to requests from us; to inform us if you believe we may have information which is inaccurate, out of date or incomplete;
- c) Not to deposit cash into our bank account (as compared with cheques or electronic transfers, which are permitted).
- d) We cannot be held liable for loss or damage sustained as a result of inaccurate information supplied by you.
- e) You will act courteously and politely to staff in this Company. We reserve the right to stop acting if you are rude, abusive or aggressive.

4. FEES CHARGES AND EXPENSES

- a) You have been provided with a written estimate or an indication of our charges, which includes Value Added Tax. If a written estimate has not been given to you already, this will follow shortly. This estimate is valid for the next 60 days.
- b) Payment becomes due immediately after we send an invoice.
- c) If we decide we cannot proceed with your matter for any reason, you may be charged for work done, at our discretion.
- d) Our charges will be calculated mainly by reference to the time actually spent by the solicitors and other staff in respect of any work which they do on your behalf. This may include meetings with you and perhaps others; reading, preparing and working on papers; making and receiving telephone calls, e-mails, faxes and text messages; preparation of any detailed costs estimates, schedules and bills; attending at court; and time necessarily spent travelling away from the office. From time to time we may arrange for some of this work to be carried out by persons not directly employed by us; such work will be charged to you at the hourly rate which would be charged if we had done the work ourselves.
- e) Routine letters, e-mails and texts that we send and routine telephone calls that we make and receive are charged at one-tenth of the hourly rate. Routine letters, e-mails and texts received are charged at one-twelfth of the hourly rate. Other letters, e-mails and calls are charged on a time spent basis.
- f) The current hourly rates are set out below. We will add VAT at the prevailing rate that applies when the work is done. Please note that a fixed fee means these hourly charges only apply if your matter is peculiarly long or complex and you will be informed before they apply:

Mr Stone; Mr Harrison; Mr Kennedy; Mr Cowlshaw	£240
Mrs Kitteridge, Mr Lansdell	£220
Paralegals/Clerks	£95

- g) These hourly rates have to be reviewed periodically to reflect increases in overhead costs and inflation. Normally the rates are reviewed with effect from 31 March each year. If a review is carried out before this matter has been concluded we shall charge the rate set out herein and not the revised rate.
- h) In addition to the time spent, we may take into account a number of factors including any need to carry out work outside our normal office hours, the complexity of the issues, the speed at which action has to be taken and any particular specialist expertise which the case may demand. An increase in the rates may be applied to reflect such factors. In property transactions, in the administration of estates and in matters involving a substantial financial value or benefit to a client, a charge reflecting, for example, the price of the property, the size of the estate, or the value of the financial benefit may be considered. It is not always possible to indicate how these aspects may arise but on present information we would expect them to be sufficiently taken into account in the rates which we have quoted. Where an increase in the rates or a charge reflecting any value element is to be added we will explain this to you.
- i) Solicitors have to pay out various other expenses on behalf of clients ranging from Land or Probate Registry fees, court fees, experts' fees, and so on. We have no obligation to make such payments unless you have provided us with the funds for that purpose. VAT is payable on certain expenses. We refer to all such payments generally as 'disbursements'.
- j) If, for any reason, your matter does not proceed to completion, we will be entitled to charge you for work done and expenses incurred, subject as stated herein.
- k) If you wished to complain about a Bill, sections 70,71 and 72 of the Solicitors Act 1974 set out your rights in relation to having the Bill assessed by the Court and we are entitled to charge interest on the outstanding amount of the Bill in accordance with article 5 of the Solicitors (Non-Contentious Business) Remuneration Order 2009.
- l) Unless said otherwise herein payment of our fees and costs are due within 7 days of our bill. Interest will be charged on a daily basis as stated in paragraph 5 below from one month after the date of the bill in cases where payment is not made within 7 days of delivery by us of the bill.
- m) The common law entitles us to retain any money, papers or other property belonging to you which properly come into our possession pending payment of our costs, whether or not the property is acquired in connection with the matter for which the costs were incurred. This is known as a 'general lien'. We are not entitled to sell property held under a lien but we are entitled to hold property, other than money, even if the value of it greatly exceeds the amount due to us in respect of costs.
- n) We do not accept payments to us in cash in excess of £500. Monies due to you from us will be paid by cheque or bank transfer, but not in cash, and will not be made payable to a third party.

5. PAYMENT OF FEES AND COSTS ARRANGEMENTS

- If a bill is delivered in a concessionary figure ('but say') and remains unpaid after one month we reserve the right to credit the account with the amount of the 'but say' bill and to render a full account for all work done on the basis of a detailed costs analysis.
- We reserve the right at all times to suspend action on the client's matter if these arrangements have not been followed.
- We may charge interest on unpaid bills from one month after delivery of the bill on a daily basis at the rate specified in the Late Payment of Commercial Debts (Rate of Interest) (No.3) Order 2002 currently 8% over Lloyds Bank Plc's base rate.
- Acts of Parliament and regulations give our clients procedures for challenging a solicitor's bill.
- For non-contentious work (legal work which does not involve court proceedings, e.g. conveyancing and probate), sections 70, 71 and 72 of the Solicitors Act 1974 set out your rights in relation to having the bill assessed by the court.
- If the whole of the bill has not been paid we are entitled to charge interest on the outstanding amount of the bill in accordance with article 5 of the Solicitors' (Non-Contentious Business) Remuneration Order 2009.
- An application to the court must be made within one month of the delivery of the bill.
- After completing any work, we are entitled to keep all papers and documents while there is money owing to us for our charges and expenses.

Conveyancing:

- In most conveyancing transactions payment must take place at completion. If you are buying a property where completion will take place on notice (say on a new build property) we may require payment of two-thirds of our fees immediately after exchange of contracts. We will normally send you our bill following the exchange of contracts and payment is required on a purchase prior to completion; and at completion on a sale. If sufficient funds are available on completion, and we have sent you a bill, we will deduct our charges and expenses from the funds. By proceeding with your instructions to us you authorise us to make such deductions.

- You have also been provided with a written estimate or indication of the disbursements we expect that you will incur. These can change depending on the nature of your transaction or because of price rises. If there are significant changes we shall let you know. These charges are outside our control. We will still need payment for them even if your transaction fails to complete.
- Should your transaction not be for a typical registered freehold property then the work we do will increase depending on the nature of the property, issues that arise and your particular requirements. We will charge for this extra work and by instructing us to proceed you agree to pay those charges. Such extra fees will be fixed to afford you clarity and certainty. These fixed charges appear in the Schedule at the end of these Terms and Conditions. Again these charges assume matters proceed smoothly and without untypical complications or delays. Most cases we transact are registered properties and have no peculiar problems that make them other than typical.
- Sometimes cases do fall outside of these criteria and this is why we charge according to the nature of the case and the work involved in transacting it. In the event that the complications are a result of your unreasonable behaviour we reserve the right to withdraw from the case and you will need to instruct other lawyers.
- All prices are subject to VAT.
- If you are selling a property and have an agreement with an estate agent or similar for payment of their fees, we shall ask them for their invoice and if in line with your expectations will discharge the same on your behalf if there are sufficient funds from the sale to do so, after payment of our fees and disbursements.
- If, for any reason, you decide not to continue with your sale or purchase before the transaction exchanges, you are liable to pay for all the work we have carried out on your behalf.
- It is normal to ask you to provide payment in advance in respect of fees or disbursements to be paid on your behalf. These will, for example, relate to search fees, Land Registry fees and secure electronic transfer of funds.
- It is your responsibility to make sure that adequate funds are made available to us to complete your sale or purchase and to pay all fees and disbursements.
- Uncleared funds must be sent to us a minimum of 5 working days prior to their requirement to allow time for them to be cleared through our bank. We will give you as much notice as possible when funds are required. It will be your duty to ensure we have cleared funds irrespective of the transaction's time-scale.
- We will pay you any money due the working day after completion, to ensure accuracy.

Wills:

- Payment for a Will becomes due at the conclusion of the matter except that if we have not heard from you after sending you a draft of the Will we reserve the right to render a Bill for the work done to date. The Bill will be sent after 30 days of the draft being sent to you.

Probate and Administration of Estates:

- Normally we invoice at the point we apply for the Grant of Probate or Letters of Administration and then periodically through the administration and at the conclusion of work. However, if the amount of the work is substantial or complex requiring much time each month we reserve the right to invoice monthly.

Divorce and Family matters:

- **You** are responsible for paying your own legal bills. Even if the court orders your opponent to pay your costs, you cannot count on the costs being repaid. For example: The court may only order part of your costs to be paid. In addition, the court has powers of summary and detailed assessment which are very likely to result in your opponent being required to pay considerably less than you have to pay for the work we do for you. You have to bear in mind that the opposing party may not have the money to pay, could become insolvent or only have assets which, if traceable at all, will involve further costs.
- If your opponent is Publicly Funded you may not recover any of your own legal costs and expenses even if successful.
- If you are unsuccessful with your case, there is a possibility that you will be ordered to pay charges and expenses of your opponent, as well as your own.
- Our charges are calculated on a time / cost basis. Each fee earner in our firm records the time spent on any matter which is then totalled and multiplied by the charging rate. The rates charged for each person depend whether the matter is dealt with by a partner or the experience and expertise of the individual. Also on such factors as the degree of urgency and importance of the matter and whether it involves working unsocial hours. Our Terms & Conditions sets out our hourly charging rates. We will provide you with an estimate of the likely costs to be incurred. To ensure costs are met by the due date, we operate a payment on account policy. The policy of the firm is to request a payment on account of two hours' worth of work on all private matters. You will be notified of the required amount due each month. However, depending on the amount of work completed during the month, there may be credit on your account, which will be offset against a monthly invoice. It may be the case however, that there will be insufficient funds available on your account to cover the invoice, and a payment to cover the outstanding costs will be required to be paid forthwith. Your monthly invoice will also show the payment on account due as an outstanding balance.
- All payments on account will be placed in the firm's client account and this money can only be transferred into our office account once costs and/or disbursements have been incurred and an invoice has been sent to you.

- Our bill will consist not only of our basic charges, which are subject to VAT, but will also include expenses (for example fees payable to a Barrister, a Process Server or to Court) some of which will be subject to VAT. We normally require such expenses to be paid prior to expenditure.
- Our Accounts Department can readily determine the costs incurred at any stage of the matter and, if you require notification of costs incurred or billing on account more frequently, this can easily be arranged. As a rule we do not send a full breakdown of work carried out relating to each invoice, however if you require such a breakdown each month please feel free to request this directly with our Accounts Department.

6. INTEREST PAYMENT

- a) Any money received on your behalf will be held in our Client Account. Subject to certain minimum amounts and periods of time set out in the Solicitors' Accounts Rules 2011, interest will be calculated and paid to you at the rate from time to time payable on Lloyds Bank plc's Designated Client Accounts. The period for which interest will be paid will normally run from the date(s) on which funds are received by us until the date(s) of issue of any cheque(s) from our Client Account.
- b) Where a client obtains borrowing from a lender in a property transaction, we will ask the lender to arrange that the loan is received by us as cleared funds at the latest the day before completion date. This will enable us to ensure that the necessary funds are available in time for completion. Such clients need to be aware that the lender may charge interest from the date of issue of their loan.

7. STORAGE OF PAPERS AND DOCUMENTS

- a) After completing the work, we are entitled to keep all your papers and documents while there is money owing to us for our charges and expenses.
- b) In addition, concluded files will in our discretion be stored or we will keep your file in electronic format. We are advised by our professional body to keep a file in case there is important information which you or we may need in years to come. The cost of storage has to be included within our charges. After that, storage is on the clear understanding that we have the right to destroy it after such period as we consider reasonable. We will not of course destroy any documents such as wills, deeds and other securities, which you ask us to hold in safe custody. No charge will be made to you for such storage unless prior notice in writing is given to you of a charge to be made from a future date which may be specified in that notice. Where stored a file of papers is kept in storage for not less than six years. After that, storage is on the clear understanding that we have the right to destroy papers after such period as we consider reasonable or to make a charge for storage if we ask the clients to collect the papers and they fail to do so.
- c) If we retrieve papers or documents from storage in relation to continuing or new instructions to act in connection with your affairs, we will normally charge £20 for such retrieval. However, we may make a charge based on time spent at the junior executive hourly rate for producing stored papers or documents to you or another at your request. We may also charge for reading, correspondence or other work necessary to comply with your instructions.
- d) We will not destroy any documents such as wills, deeds, and other securities, which we have been asked to hold in safe custody.

8. FINANCIAL SERVICES AND INSURANCE CONTRACTS

- a) If, while we are acting for you, you need advice on investments, we may have to refer you to someone who is authorised by the Financial Services Authority, as we are not. However, as we are regulated by the Solicitors Regulation Authority, we may be able to provide certain limited investment services where these are closely linked to the legal work we are doing for you.
- b) We are not authorised by the Financial Services Authority. However, we are included on the register maintained by the Financial Services Authority so that we can carry on insurance mediation activity, which is broadly the advising on, selling and administration of insurance contracts. Insurance mediation activities and investment services, including arrangements for complaints or redress if something goes wrong, are regulated by the Solicitors Regulation Authority. The register can be accessed via the Financial Services Authority website at www.fsa.gov.uk/register.
- c) 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. The Legal Ombudsman is the independent complaints handling body who will investigate any complaints made against solicitors.

9. TERMINATION

- a) You may terminate your instructions to us in writing at any time but we will be entitled to keep all your papers and documents while there is money owing to us for our charges and expenses. If at any stage you do not wish us to continue doing work and/or incurring charges and expenses on your behalf, you must tell us this clearly in writing.
- b) If we decide to stop acting for you, for example if you do not pay an interim bill or comply with the request for a payment on account, we will tell you the reason and give you notice in writing.

10. PEOPLE RESPONSIBLE FOR YOUR WORK

- a) The persons responsible for dealing with your work will be mentioned in correspondence. Sometimes, however, work will be delegated to another member of staff where we deem it appropriate to expedite matters or to minimise expense. All support staff are closely supervised and the practice takes complete responsibility for their work.
- b) We seldom need to change the people who handle your work but if this cannot be avoided, we shall tell you promptly of any change and why it may be necessary.
- c) The Senior Director of this firm with overall responsibility is Mr Simon Stone.

11. COMMISSIONS OR PAYMENTS TO OTHERS FOR BUSINESS

Under the Solicitors' Code of Conduct we must give you information about this firm's financial arrangements with an introducer which refers clients to us to act in conveyancing and mortgage transactions or otherwise. If applicable we shall pay to the Introducer a fee and it will be stated in the letter accompanying these Terms and Conditions. This is to contribute to the introducer's costs in advertising and marketing our services. These arrangements between this firm and the introducer do not affect you or your case in any way. We are independent of the introducer and will advise you and act for you in your best interests, using our own professional judgement. You are free to raise questions on all aspects of the transaction. The introducer has no influence over the advice we give you. Any information you give us is confidential and will not be disclosed to anyone unless you consent. If you would like any further information before making your decision please let us know.

12. DEBIT/CREDIT CARDS

We regret we are unable to accept debit/credit card payments totalling more than £1,000 per case other than in respect of payment of our fees and disbursements. Credit card payments will be subject to a handling charge of 2.3%.

13. MORTGAGE ARRANGEMENTS

- a) You understand that we have a duty of care to your mortgage lender and you authorise us to disclose to them any information they require which is held by us regarding your proposed borrowing and the property the subject of the security.
- b) It is your responsibility to comply with the terms and conditions of your mortgage offer letter. You should be aware of the financial implications of any deductions or retentions made from the mortgage advance by your lender.
- c) We will help you with any difficulties in understanding the terms and conditions of your mortgage offer letter or redemption statement but we are not authorised under the Financial Services Markets Act 2000 to provide investment advice which includes the suitability of any mortgage product. These matters must be considered with a Financial Adviser;
- d) If you are repaying an existing mortgage, you should be aware of any redemption fees or penalties for early repayment.
- e) You authorise us and agree that we may act for your lender(s) as well as you. If a conflict of interest arises we shall cease to act for your lender;
- f) Mortgage lenders require us to perform specific work if we are to act for them in any mortgage whether granting or repaying it. Whilst this work is carried out on their behalf it is you who is required to pay the cost. We may either include these fees within our charges to you and give you a combined estimate or we may, at our discretion, show the fees separately in the estimate. Lenders are imposing greater requirements on us as solicitors and are charging us to be on panels. We have to pass these costs to you the client. The Lenders would rather you see these costs coming from us than from them. They are not in the business of looking after your interests, but rather in making money.

14. SEARCHES

In conveyancing matters, Water and Environmental Searches generally are conducted using an agency as this is usually quicker, more competitively priced and we receive a better service. We have chosen reputable search agencies with adequate insurance as protection for you.

15. LIMITED COMPANIES

When accepting instructions to act on behalf of a Limited Company, the directors shall be responsible for payment of fees and disbursements if the company does not pay. The directors of the company are jointly and severally liable for any fees or disbursements incurred in our acting for the company. We reserve the right to cease acting if we are concerned that we may not be paid for the work done or being done.

16. TAX ADVICE

Any work that we do for you may involve tax implications or necessitate the consideration of tax planning strategies. We may not be qualified to advise you on the tax implications of a transaction that you instruct us to carry out, or the likelihood of them arising. If you have any concerns in this respect, please raise them with your tax adviser immediately. If you do not have a tax adviser we may be able to identify a source of assistance for you. If we proceed to an exchange of contracts or completion it is on the basis that you have agreed to do so

whether or not you have had the proper tax advice. You accept that we will not be liable for any loss you sustain in respect of taxation matters.

17. IDENTITY AND DISCLOSURE REQUIREMENTS

- a) We must inform you that carrying out of electronic verification of your identity can leave a faint trace on your credit record. We are entitled to refuse to act for you if you fail to supply appropriate proof of identity for yourself or for any principal whom you may represent. We will arrange to carry out an electronic verification of your identity in most cases which will assist us in complying with our professional and legal duties. The cost of any such search will be charged to you. It will be shown on our estimate.
- b) Solicitors are under a professional and legal obligation to keep the affairs of the client confidential. This obligation, however, is subject to a statutory exception: legislation on money laundering and terrorist financing has placed solicitors under a legal duty in certain circumstances to disclose information to the Serious and Organised Crime Agency. Where a solicitor knows or suspects that a transaction on behalf of a client involves money laundering, the solicitor may be required to make a disclosure. If, while we are acting for you, it becomes necessary to make such a disclosure, we may not be able to inform you that it has been made, or of the reasons for it, because the law prohibits 'tipping-off'. Where the law permits us, we will tell you about any potential money laundering problem and explain what action we may need to take.
- c) Our firm may be subject to audit or quality checks by external firms or organisations. We may also outsource work. This might be for example typing or photocopying or costings, or research and preparation to assist with your matter. Information from your file may therefore be made available in such circumstances. We will always aim to obtain a confidentiality agreement with the third party.
- d) By these Terms & Conditions of Business, you authorise us to disclose to the other parties in the transaction (for example Estate Agents, Lawyers, Brokers) and if applicable to all other parties in the chain of transactions, information which we have in relation to your involvement in the transaction including any related sale or mortgage and other funding arrangements, and your wishes as to dates for exchange and completion. You may withdraw this authority at any time IN WRITING but if you do so you should appreciate that we will inform the other party or parties and their agents or advisors that this authority has been withdrawn. This applies to our Web-tracking facility as well.
- e) In order to comply with court and tribunal rules, all documentation relevant to any issues in litigation, however potentially damaging to your case, have to be preserved and may be required to be made available to the other side. This aspect of proceedings is known as 'disclosure'. Subject to this, we will not reveal confidential information about your case except as provided by these terms of business and where, for example, your opponent is ordered to pay your costs, we have to meet obligations to reveal details of the case to them and to the court.

18. COMMUNICATION AND SERVICE STANDARDS

- a) Our aim is to offer all our clients an efficient and effective service at all times. Our clients and staff are of first importance to us. Should there be any aspect of our service with which you are unhappy, please raise your concern in the first place with the person conducting your case. If you still have any queries or concern please contact the Senior Partner / Chief Executive Mr Simon Stone. If you are not satisfied with our handling of your complaint you can ask the Legal Ombudsman at PO Box 6806 Wolverhampton WV1 9WJ, enquiries@legalombudsman.org.uk, telephone 0300 555 0333, to consider the complaint. Normally, you will need to bring a complaint to the Legal Ombudsman within six months of receiving a final written response from us about your complaint. You can obtain a copy of the Solicitors Handbook by going onto the website of the Solicitors Regulation Authority www.sra.org.uk.
- b) We will aim to communicate with you by such method as you may request. We may need to virus check disks or e-mail. Unless you withdraw consent, we will communicate with others when appropriate by e-mail or fax but we cannot be responsible for the security of correspondence and documents sent by any method whether by usual post, public or private, or by e-mail or fax.
- c) We will aim to communicate with clients by such method as they may request.
- d) We do not accept service of documents by e-mail.
- e) We may need to virus check discs or e-mail.
- f) Unless instructed otherwise, we will communicate with others when appropriate by e-mail or fax but we cannot be responsible for the security of correspondence and documents sent by such media.
- g) The Data Protection Act 1998 requires us to advise clients that their particulars are held on our database. We may, from time to time, use these details to send information which we think might be of interest to our clients. We do not make such information available to any other provider of products or services.
- h) **Speaking to your lender**
We are also acting for your proposed lender in this transaction. This means we have a duty to make full disclosure to the mortgagee of all relevant facts relating to you, your purchase and mortgage. That will include disclosure of any discrepancies between the mortgage application and information provided to us during the transaction and any cashback payments or discount schemes which a seller is providing you. If a conflict of interest arises, we must cease to act for you in this matter.

19. USE AND DISCLOSURE OF YOUR PERSONAL INFORMATION

- a) Under the Data Protection Act 1998, you are entitled to a copy of your personal information held by us on payment of a fee.
- b) We will hold and process your personal information by computer or otherwise.
- c) We may use your personal information and disclose it:-
- d) To our insurers, sub-contractors and persons acting as our agents.
- e) To our suppliers, to the extent that they need your personal information to provide their products and services to you.
- f) With your consent.
- g) If we are required or permitted to do so by law.
- h) The Data Protection Act requires us to advise you that your personal information is held on our database. We may, from time to time, use your personal information to send you information which we think may be of benefit or interest to you, unless you advise us, in writing, to the contrary.
- i) All advice given to clients is entirely confidential, but:
- j) Money laundering regulations may require disclosure of confidential information by law. Please note: that we accept no responsibility for any loss arising from compliance with the Money Laundering Provisions of the Proceeds of Crime Act 2002 and any amending legislation howsoever caused.
- k) The Solicitors Regulation Authority and other supervisory bodies may call for a file which is the subject of a complaint.
- l) A court order can compel disclosure of confidential material in certain circumstances.

20. LIMITATION OF CIVIL LIABILITY

By instructing us to proceed you are in agreement to limiting the liability of this Firm for civil matters only to a sum of £3 million. We are entitled to agree this with you as the sum is not below that minimum level of cover required by the Solicitors' Indemnity Insurance Rules for a policy of qualifying insurance and it is in writing.

21. CONSUMER PROTECTION

- a) If the contract for our services has not been made with us on our client premises (on our client premises includes you emailing, telephoning or faxing instructions to us at our premises) you will have the protection of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (the Regulations). Importantly this gives you the right to cancel the contract within 14 days of your instructing us provided you make it clear to us that you are cancelling the contract or return to us the cancellation form enclosed with this documentation. We cannot charge you for work done in that cancellation period. If you therefore wish us to act for you in that cancellation period you will have to waive it. **Please note that there is a statement that you sign when you acknowledge our instructions that you are waiving that cooling off period. If you do not want to waive the cooling off period delete it.**
- b) These Regulations oblige us to give you certain information, much of which is contained above. Additionally, please note the following:-
- c) The estimate of our charges for the legal services is valid for the next 60 days and the work will likely take more than 30 days to complete.

22. COPYRIGHT

We retain copyright in documents prepared by us but grant to you an irrevocable licence which is royalty free to use such documents that we have prepared for your use provided that such use is for the purpose for which they were originally prepared. If copyright is vested in some other party it will be shown on the document.

23. TERMS & CONDITIONS OF BUSINESS

- a) Unless otherwise agreed, these Terms & Conditions of Business shall apply to any future instructions given by you to this firm but the costs in the Schedule may have been revised upwards.
- b) Your continued instructions in this matter will amount to an acceptance of these Terms & Conditions of Business and an authority to waive the 7 working day cooling-off period referred to above should you require us to commence work within that period.

24. FORCE MAJEURE

No liability is accepted by us for delay or failure to perform our obligations under our contract with you as a result of causes beyond our reasonable control. Such matters, without limitation, may be acts of God, war, riot, strike, lockouts, industrial disputes, acts and regulations of government or bodies of authority.

25. BANKING

We bank with one or more of the main High Street Banks and cannot accept liability for the loss of funds held as a result of a bank's insolvency, imprudence, fraud or otherwise save we have erroneously acted outside of our professional requirements.

26. VAT

We are registered for VAT which will be charged on our fees. Our VAT Number is 930830441

27. COLLAPSE OF A DEPOSIT-TAKING INSTITUTION

Moneys received from clients are held in either Barclays Bank PLC or Lloyds Bank PLC. In the event that there is a collapse of one of these Banks please note the following:

- It is unlikely that Kingsley David will be liable for any loss you incur;
- The £85,000 limit of protection applies to you as an individual so if you hold other money in the same Bank the limit applies across the whole of the money so deposited;
- If you are a corporate body then unless you are considered a small company by FSCS then you will not get compensation;
- Remember that some Banks operate under different brands but that ultimately you get only the one £85,000;
- By agreeing that we can act we shall, unless you inform us otherwise (in writing for the sake of certainty) disclose to FSCS your details in the event of one of these Banks failing.

28. MONEY LAUNDERING

- The law now requires solicitors as well as banks, building societies and others to obtain satisfactory evidence of the identity of their client. This is because solicitors who deal with money and property on behalf of their client can be used by criminals wishing to launder money. In order to comply with the law on money laundering we will need to obtain evidence of your identity as soon as practicable.
- 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: recent legislation on money laundering and terrorist financing has placed solicitors under a legal duty in certain circumstances to disclose information to the Serious 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, while we are acting for you, it becomes necessary to make a money laundering disclosure, we may not be able to inform you that a disclosure has been made or of the reasons for it.
- Kingsley David's policy is only 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.

29. PLANNING LAW

We will not advise you on the planning implications of your proposed purchase unless specifically requested to do so by you in writing, otherwise than by reporting to you on any relevant information provided by the results of the 'local search'.

30. COMPLAINTS

Complaints will be dealt with under the following protocol.

- In the event of a complaint, the client will raise the concern in the first place with the person dealing with the particular matter.
- The client should then contact the supervising [partner/member/director], whose name will have been notified at the outset of the transaction.
- The complaint should be put in writing explaining what action is requested.
- If these steps do not resolve the problem our clients should contact the senior partner/director], by telephoning or writing. He is Mr Simon Stone.
- A full copy of the practice's complaints procedure is available on request.
- If the complaint is still not resolved at the end of this complaints process you have the right to refer your complaint to the Legal Ombudsman at Legal Ombudsman, PO Box 6806 Wolverhampton WV1 9WJ; telephone: 0300 555 0333; website: www.legalombudsman.org.uk. Normally, you will need to bring a complaint to the Legal Ombudsman within six months of receiving a final written response from us about your complaint.

31. REFERRAL ARRANGEMENTS

We may pay a referral fee for work to be referred to us. In such a situation we will inform you in writing and will tell you what fee we have paid. The advice which we give to you will be independent and we will treat you the same as any other client. You are free to raise questions on all aspects of the transaction and any information which you disclose to us will be treated as confidential and not disclosed to the referrer or to any other third party without your consent. We will not act for the referrer in connection with the same transaction in any way at all and you are under no obligation to instruct us in connection with the transaction.

32. PROPERTY DISCLAIMERS

- We will not carry out a physical inspection of the property.
- We will not advise on the valuation of the property nor the suitability of your mortgage nor any other financial arrangements.
- We will not advise on environmental liabilities other than to provide you with a result of an Environmental Report .

33. TERMS AND CONDITIONS OF BUSINESS GOING FORWARD

If you require clarification on any of these points please do not hesitate to let us know.

Unless otherwise agreed, and subject to the application of then current hourly rates, these terms and conditions of business shall apply to any future instructions given to this practice.

Although 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 the client's behalf until one copy of them has been returned to us for us to keep on our file.

**EXTRA FEES THAT MAY APPLY SUBJECT TO THE TERMS AND CONDITIONS OF OUR BUSINESS
 VAT MUST BE CHARGED IN ADDITION**

Leasehold transaction surcharge	£200
Unregistered title	£150 + additional registration fees
Housing Association Property Surcharge	£175
Statutory Declaration for the remediation or rectification	£95
Removal of Second Charges	£95
Secure electronic transmission of funds within the UK for Redemption of mortgages, payments to third parties (e.g. HM Revenue and Customs for payment of Stamp Duty Land Tax), or sending surplus funds to you, per transfer	£35
Help to Buy Fee – applicable when purchasing a new build property where a housing Association takes a second charge on the property	£150
Dealing with funds being gifted on a property purchase	£150
Dealing with a retention	£100
Dealing with matrimonial or third party lawyers	£200
Contract races, sale or purchase	£300
Transfer of Business loans/overdraft	£250
Transfer of Legal Aid Charge	£190
Dealing with second or subsequent mortgages on a purchase	£150
Deed of Covenant	£175
Flying Freehold of Mutual Covenant	£175
Deed of Guarantee	£200
Deed of Grant of Easement or variation of rights	£200
Deed of Postponement	£200
Declaration of Trust (re joint owners)	£270
Arranging indemnity insurance (per policy)	£50
Issuing cheques to persons other than all named clients. Each	£10
Cheques returned unpaid or cheques stopped at client's request	£30
Assignment of Insurance Policies between policy holders	£200
Assignment of Insurances from or to lenders, per policy	£30
Notices of Assignment or Reassignment of insurance policies to Life Insurers. Each	£20
Powers of Attorney in favour of anyone other than us. Each	£150
Drafting Assured/Shorthold Tenancy	£190
Approval of contract package with more than 5 days before the Auction	£200
Approval of contract package with less than 5 days before auction	£300
Purchase of Freehold Reversion or an extended lease for a Leasehold owner, outside of the Act	£395
Purchase of Freehold Reversion or extended lease by leaseholder Within the Act	£550
Bridging loans	£290
Obtaining access between exchange and completion	£50
Data Protection Act 1998 – access to personal date	£10
Severance of Joint Tenancy	£95
Declaration of Trust to tenants in common	£200