

TERMS & CONDITIONS

Updated 9th March 2012

Toller Beattie LLP is authorised and regulated by the Solicitors Regulation Authority. Members of our staff have completed the full assessment process and been selected for the following accredited panel membership.



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TOLLER BEATTIE LLP
TERMS AND CONDITIONS

A. Our aim

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

B. Our commitment to you

We will:

- REPRESENT your interests and keep your business confidential.
- EXPLAIN to you the legal work which may be required and the prospects of a successful outcome.
- MAKE SURE that you understand the likely degree of financial risk which you will be taking on.
- ADVISE YOU if Legal Aid might be available to you.
- KEEP YOU regularly informed of progress or, if there is none, when you are next likely to hear from us.
- TRY to avoid using technical legal language when writing to you – tell us if we fail in this aim!
- DEAL with your queries promptly; for example, we will always try to return your telephone calls on the same day.

C. Our hours of business

The normal hours of opening at our offices are between 8.30 a.m. and 5.00 p.m. on weekdays. Messages can be left on the answer phone outside those hours and appointments may be arranged at other times when this is essential.

D. People responsible for your work

The persons who are responsible for dealing with your work are described in your Client Care Letter which encloses these Terms and Conditions. We will try to avoid changing the people who handle your work but if this cannot be avoided, we will tell you promptly of any change and why it may be necessary.

E. Charges and expenses

E1. Charges and expenses for all matters other than Probate matters

- 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 will include meetings with you and perhaps others, reading and working on papers, researching the law and the facts of the matter, correspondence, preparation of any detailed costs calculations, and time spent travelling away from the office when this is necessary.
- Routine letters are charged as six minute units of time and we charge for the time spent on making and taking telephone calls in six minute units.
- All other work is charged in blocks of six minute units
- The current hourly rates are set out in your Client Care Letter. We will add VAT to these at the rate that applies when the work is done.
- These hourly rates have to be reviewed periodically to reflect increases in overhead costs and inflation. Normally the rates are reviewed with effect from 1 April each year. If a review is carried out before this matter has been concluded, we will inform you of any variation in the rate before it takes effect.
- In addition to the time spent, we may take into account a number of factors including any need to carry out work outside our normal office hours, the complexity of the issues, the speed at which action has to be taken, any particularly specialist expertise that the case may demand. In particular, 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 normally to be sufficiently taken into account in the rates which we have quoted. Where a charge reflecting any value element is to be added we will explain this to you.

- Solicitors have to pay out various other expenses on behalf of clients ranging from Land or Probate Registry fees, court fees, experts' fees, and so on. We have no obligation to make such payments unless you have provided us with the funds for that purpose. VAT is payable on certain expenses. We refer to such payments generally as 'disbursements'.
- If, for any reason, this matter does not proceed to completion, we will be entitled to charge you for work done and expenses incurred.
- In most cases we will give an estimate of our likely charges and disbursements very soon after receiving instructions. Such estimates are given in the light of the information available to us at the time. If we become aware that a matter is likely to be more complex or take up more time than we believed when the estimate was given we will let you have a revised estimate as soon as practicable. Sometimes, we may need to revise our estimates on several occasions.

E.2 Charges and expenses for Probate matters:

- Our charges for Probate are calculated by reference to the time and therefore the work we think will be involved in terms of dealing with the estate bearing in mind the constituent parts of the estate and the different assets.
- The charge we have quoted is our best estimate of the charges but we can say that our charges will remain capped at the second higher figure we have given you so as to provide certainty for you as to the maximum our costs will be.
- Solicitors have to pay out expenses on behalf of clients ranging from probate registry fees, land registry fees, expert fees and so on. We refer to such payments generally as "disbursements". Disbursements will be payable generally speaking from the estate funds and will be in addition to our charges. We will however give an estimate of the likely disbursements in our client care letter.
- If there is a property in the estate to be sold then any conveyancing fees will be separate from our Probate fees and we would discuss these with you at the appropriate stage.

F. Payment arrangements

- Fixed fee property transactions. We will normally send you our bill after exchange of Contracts. Payment is required on a purchase prior to completion and on a sale at completion. If sufficient funds are available on completion, we will deduct our charges and expenses from the funds. A bill will be sent to you on or before completion.
- Probate Matters/Administration of estates. We will normally submit an interim bill at regular stages during the administration. The final account will be prepared when the Estate Accounts are ready for approval.
- We will invoice our charges at fixed stages during the matter. Costs are usually payable from the estate and after notifying you we will deduct funds to meet the invoice from available monies that we hold from the estate or ask you to pay our invoice. Invoices will be raised at the following stages
 - 50% of the lower costs figure will be invoiced once the Grant of Probate or Representation has been received or after 8 weeks from the date of our instruction, whichever is the earlier
 - The balance of our costs will be billed on a monthly basis until the Estate is concluded but we will not exceed the higher capped figure given to you in the Client Care Letter
 - In the event that additional charges are incurred because you ask us to carry out additional work or an issue arises which was not foreseen at the time you instructed us, then you will be billed on a monthly basis for those fees as above
- Other cases or transactions. It is normal practice to ask clients to pay sums of money from time to time on account of the charges and expenses which are expected in the following weeks or months. We will send you an interim bill on account of the costs and expenditure incurred. This usually happens during each calendar month in which we continue to work on the matter for you. We find that this helps clients in budgeting for costs as well as keeping them informed of the legal expenses which are being incurred. Payment is due to us within 30 days of our sending you a bill. If payment is not made in that time work on

the file and any other matter which we are working on for you at the time will be suspended until payment is made in full. If payment is not made in full within 60 days of the date of the bill we may decline to represent you further in any of the matters in which we are instructed by you at the time in which case a bill will be rendered in respect of all work done, all disbursements and all expenses incurred in every matter to that date.

- We reserve the right to charge interest on bills outstanding beyond 30 days at the rate of 1½% per month calculated daily from the date when the bill was rendered.

G. Other parties' charges and expenses

- In some matters you may be entitled to payment of all or part of your costs by some other person. However, such entitlement does not mean that you are not responsible for paying our charges. Our contract is with you and you have to pay our charges and all disbursements and expenses which we incur in full in any event. It is important you understand that the other person may not be required to pay all the charges and expenses which you incur with us. Any amounts which can be recovered from another person will be a contribution towards those costs and paid through us to you. However, if the other party is in receipt of legal aid no costs are likely to be recovered.
- If you are successful and a court orders another party to pay some or all of your charges and expenses, interest can be claimed on them from the other party from the date of the court order. We will account to you for such interest to the extent that you have paid our charges or expenses on account, but we are entitled to the rest of that interest.
- You will also be responsible for paying our charges and expenses of seeking to recover any costs that the court orders the other party to pay to you.
- A client who is unsuccessful in a court case may be ordered to pay the other party's legal charges and expenses. That money would be payable in addition to our charges and expenses.

H. Insurance of legal expenses

In some litigious matters, arrangements can be made to take out insurance to cover liability for legal expenses whether due to us or awarded against you in favour of another person. Please discuss this with us if you are interested in this possibility.

I. Interest Payment

Solicitors are required by law to keep their money separated from money which they hold on behalf of clients. The bank account in which Solicitors' money is held is called the Office Account: the bank account in which a Solicitor holds money on behalf of clients is called the Client Account.

- 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 1998, interest will be calculated and paid to you at the rate from time to time payable on Barclays 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.
- Where a client obtains borrowing from a lender in a property transaction, we will ask the lender to arrange that the loan cheque is received by us a minimum of four working days prior to the completion date. If the money can be telegraphed, we will request that we receive it the day before completion. This will enable us to ensure that the necessary funds are available in time for completion. Such clients need to be aware that the lender may charge interest from the date of issue of their loan cheque or the telegraphing of the payment.

J. Safe Custody of Documents including Deeds and Wills and Storage of Papers

- We will store documents such as Wills, Deeds (other than pre-registration Deeds) and other securities which you ask us to hold in safe custody indefinitely. 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. In addition, we will keep your file of papers for you in storage for not less than three years. After that, storage is on the clear understanding that we have the right to destroy it after such period as we

consider reasonable or to make a charge for storage if we ask you to collect your papers and you fail to do so. No storage charge will be made to you for such storage unless prior notice in writing is given to you of any charge being made from a future date which may be specified in that notice.

- If we retrieve papers or documents from storage in relation to continuing or new instructions to act in connection with your affairs, we reserve the right to charge for such retrieval at the cost of £3.00 per file. We may also make a charge based on time spent 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.

K. Quality standards

The firm has been awarded the Legal Services Commission's Quality Mark for Crime and the ISO 9001:2008 Award. It is also possible that, in the future, the Firm may attain other quality awards. As a result of Toller Beattie LLP's commitment to quality, it is subject to regular checks by outside assessors appointed by the organisations which make such awards.

This could mean that your file is selected for checking, in which case your consent is needed for inspection to occur. All inspections are, of course, conducted in confidence. If you prefer to withhold consent, work on your file will not be affected in any way. Since very few clients do object to this we propose to assume that you consent to your file being dealt with in this way unless you notify me to the contrary. We will also assume, unless you indicate otherwise, that consent on this occasion will extend to all future matters which are conducted on your behalf. Please do not hesitate to contact us if we can explain this further or if you would like us to mark your file as not to be inspected.

L. Data Protection

To help us deal with your matter we shall need to obtain from you and to retain certain personal data. Such data will comprise at least your full name and address and telephone number but other data about you may also be kept in our files as the matter progresses. We may wish to use the data to contact you in the future about details of the services or opportunities we may be offering. If you do not wish us to contact you please place a tick in the box at the end of the paragraph on the leaflet headed "Data Protection" which also accompanies this letter.

M. Foreign Laws

No member of Toller Beattie LLP's staff is qualified to advise you on the law of any country, including Scotland, Ireland and Northern Ireland, other than England and Wales. This means that if you require advice concerning the laws of any country, other than England and Wales, you must take advice from a lawyer who has knowledge of the law in that country. Similarly, if you require advice on property of any kind (including second homes abroad) which you own outside of England and Wales no member of Toller Beattie LLP's staff is qualified to give you such advice and you must take advice from the lawyers in the country in which the property is situated.

No member of Toller Beattie LLP's staff should be presumed to have given advice about the laws of any country other than England and Wales or about property which is situated outside of England and Wales.

N. Termination

- 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, disbursements and expenses. If at any stage you do not wish us to continue doing work and/or incurring charges, disbursements and expenses on your behalf, you must tell us this clearly in writing.
- Once the work is completed or our instructions and retainer have been terminated, we will have no further legal obligation to you.
- 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 give you notice to that effect in writing.
- We reserve the right to terminate your retainer at any time in accordance with our professional rules of conduct and our legal obligations.

O. Limited Companies

- When accepting instructions to act on behalf of a limited company, we may require a Director and/or controlling Shareholder to sign a form of personal guarantee in respect of the charges and expenses of this firm. If such a request is refused, we will be entitled to stop acting and to require immediate payment of our charges on an hourly basis and expenses as set out earlier.

P. Client Care

- Our aim is to offer all our clients an efficient and effective service at all times. We are proud that we hold the accreditation of the Legal Services Commission and the Award of ISO9001/LQS and our clients are of first importance to us. We hope that you will be pleased with the work that we do for you. However, should there be any aspect of our service with which you are unhappy, please raise your concern, in the first place, with the person who is named in the letter which encloses these Terms and Conditions as being responsible for your matter or his/her Head of Department. This includes any concerns that you may have about any bills that you have been asked to pay. After this, any complaint will be referred to our Practice manager, Maria Rowan, for an informal discussion with you with a view to resolving your complaint quickly and satisfactorily.

However, if you still have any queries or concerns, please contact Mr Michael Kingman who is a Partner – partner denotes a member of Toller Beattie LLP. If your query or concern is about Mr Kingman, please contact Mr Robert Beattie who is the Senior Partner of Toller Beattie LLP. If you require a copy of this Firm's Complaints Procedure, please let us know.

- If, at the conclusion of our complaints process, you still remain dissatisfied, you have the right to complain to the Legal Ombudsman. However, they may be unable to investigate your complaint if you contact them more than 6 months after the date of our final response. In order to check this deadline and to see what service the Ombudsman provides, their website can be found at www.legalombudsman.org.uk. Their postal address is Legal Ombudsman, PO Box 6806 Wolverhampton WV1 9WJ and the telephone number is 0300 555 0333.

You may also have a right to object to a bill by applying to the Court for an assessment of the bill under Part III of the Solicitors Act 1974. However, you should be aware that the Legal Ombudsman may not deal with a complaint about a bill if you have applied to the Court for an assessment of that bill. Furthermore, if all or part of a bill remains unpaid, the Firm may be entitled to charge interest.

- We aim to communicate with you by such method as you may request. We may need to virus check disks or emails. Unless you withdraw consent, we will communicate with others when appropriate by email or fax, but we cannot be responsible for the security of correspondence and documents sent this way.

Q. Stamp Duty Land Tax

If we are conducting a land transaction for you there may be a liability on your part for payment of Stamp Duty Land Tax and we will enclose a leaflet on that subject with these Terms and Conditions.

Please read through the leaflet carefully. The new Tax is complex and it is your responsibility to make sure that the Stamp Duty Land Tax form - a tax return in all but name - is completed. We are happy to do that for you at a cost of £50.00 for private clients and £100 for commercial clients in addition to any other fees you have been quoted for dealing with this matter on your behalf.

Unless we hear from you to the contrary we will infer that you wish us to complete the form for you at the quoted cost.

R. Investments

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

advice. However, we can provide certain limited services in relation to investments provided they are closely linked with the legal services we are providing to you, as we are regulated by the Solicitors Regulation Authority.

If we receive any commission or other financial benefit as a result of our arranging insurance for you we will account to you for the commission or other financial benefits we receive but will charge you at our quoted hourly rate for the work which we do in arranging such insurance. Such a charge will be in addition to any other charge for which we have quoted.

If you have any problem with the service we have provided for you please let us know and we will try and resolve any problem quickly and operate an internal complaints handling system to help us to resolve the problem between ourselves. If for any reason we are unable to resolve the problem between us, then we are regulated by the Solicitors Regulation Authority which also provides a complaints and redress system.

S. Insurance

S.1 Authorisation

We are not authorised by the Financial Services Authority. However, we are included on the Register maintained by the Financial Services Authority so that we can carry on insurance mediation activity, which is broadly the advising on, selling and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the Solicitors Regulation Authority. The Register can be accessed via the Financial Services Authority's website at www.fsa.gov.uk/register.

S.2 Defective Title Indemnity and Other Insurance Policies

We will select products only from a limited number of insurers for insurance purposes such as defective title indemnity policies and after the events insurance cover. However, we are not contractually obliged to conduct business in this way.

Please ask us for a list of the insurers we use.

If we receive any commission or other financial benefit as a result of our arranging insurance for you we will account to you for the commission or other financial benefits we receive but will charge you in any event, i.e. whether we receive commission or other financial benefits, at our quoted hourly rate for the work which we do in arranging such insurance. Such a charge will be in addition to any other charge for which we have quoted.

T. Money Laundering

T.1 Proof of identity

The law now requires Solicitors, as well as Banks, Building Societies and others, to obtain satisfactory evidence of the identity of their clients. This is because Solicitors who deal with money and property on behalf of their clients can be used by criminals wishing to launder money. If you are a client new to the firm then in order to comply with the law on money laundering, we need to obtain evidence of your identity as soon as practicable. Even if we have acted for you before it may be that we have not previously obtained evidence of your identity.

Similarly, if we have not acted in a matter for you for three years or more, we shall need to go through the whole process of identification in full once again.

We should be grateful, therefore, if you would provide us with documents to verify your identity and address, as set out on the attached sheet.

In either case, we will carry out an electronic search against you, which will not affect your credit rating.

As you will see from that sheet, we cannot accept the same document both to identify you and to verify your address.

We regret that we shall be unable to carry out any work on your behalf until we have the evidence of your identity.

T.2 Confidentiality

Solicitors are under a professional and legal obligation to keep the affairs of clients confidential. This obligation, however, is subject to a statutory exception: recent legislation on money laundering and terrorist financing has placed Solicitors under a legal duty in certain circumstances to disclose information to the Serious and Organised Crime Agency. Where a Solicitor knows or suspects that a transaction on behalf of a client involves money laundering, the Solicitor may be required to make a money laundering disclosure. In such circumstances, we will have to stop work on your matter for a period of time and may not be able to tell you we have done so.

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.

On occasions it may be necessary for this Firm to take advice from a specialist Solicitor or Barrister on how to deal with any money laundering issues. This advice may need to be taken without your knowledge and may not in all circumstances be disclosed to you when obtained. Even if such advice has to be taken without your knowledge or consent, you agree to indemnify this Firm for the cost of the advice and to reimburse the Firm for such advice plus VAT at the appropriate rate if necessary.

T.3 Cash

We can accept cash of any amount to pay to us monies on account of costs including expenses and to pay our bills. However, we cannot accept cash for any other purpose in excess of £500 including VAT.

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.

T.4 Protecting your Security

To ensure that your credit, debit or charge card is not being used without your consent we will validate your name, address and other personal information supplied by you during the order process against appropriate third party databases. By accepting these terms and conditions, you consent to such checks being made. In performing these checks, personal information provided by you may be disclosed to a registered Credit Reference Agency which may keep a record of that information. You can rest assured that this is done only to confirm your identity, that a credit check is not performed and that your credit rating will be unaffected. All information provided by you will be treated securely and strictly in accordance with the Data Protection Act 1998.

Charges for carrying out such a search are £20 which we reserve the right to charge in addition to any other fees quoted. Any fee which we are charged in carrying out validation will be added to your bill as an expense.

T.5 Mortgage Fraud

Where we are acting for your proposed lender e.g. a bank or a building society in this transaction you should be aware that we have a duty to fully reveal to your lender all relevant facts about the purchase and the mortgage. This duty includes our telling your lender:

- Any differences between your mortgage application and information we receive during the transaction.
- Any cash back payments or discount schemes that the Seller is giving you.

U. Terms and Conditions of Business

Unless otherwise agreed, and subject to the application of then current hourly rates, these Terms and Conditions of Business shall apply to any future instructions given by you to this firm.

Although your continuing instructions in this matter will amount to an acceptance of these Terms and Conditions of Business, it may not be possible for us to start work on your behalf until your Client Care Letter has been returned to us signed for us to keep on our file.

V. Indemnity Insurance and Limitation of Liability

V.1 Toller Beattie LLP maintains professional indemnity insurance in accordance with The Law Society's Guidance. The Policy is effected through Royal & Sun Alliance Insurance PLC, St. Mark's Court, Chart Way, Horsham, West Sussex RH12 1XL.

V.2 No individual within Toller Beattie LLP whether they are a Member of the LLP or an employee, in the course of conduct of any matter:

V.2.1 Accepts and/or assumes personal responsibility to you or to any third party for carrying out any work;

V.2.2 Will be personally liable for any breach of Contract, negligence, breach of fiduciary duty or otherwise.

V.3 The following shall apply to any claim against us by you and if any duty is held to be owed to them, any individuals or bodies who are related or associated to you and any officers, employees or consultants of any of these entities.

V.3.1 Our liability for any breach of Contract, our negligence, breach of fiduciary duty or otherwise, howsoever caused, shall not exceed £10,000,000.00 including costs and any other expenses.

V.3.2 All claims arising from the same breach of Contract, our negligence, breach of fiduciary duty or otherwise or from a series of related breaches of Contract, negligence or breach of fiduciary duty or otherwise shall be regarded as one claim whoever they are made by and howsoever caused.

V.3.3. No liability will in any event apply in respect of any incidental, indirect, special, punitive or consequential damages, costs and expenses, including but not limited, to: loss of profit, loss of business, loss of reputation, depletion of goodwill, loss of data or damage or corruption to data.

Please note, however, that these exclusions shall not apply to any claim in respect of the death of or injury to any person.

Subject to that, please note that by entering into a Contract upon these Terms and Conditions of Business, you are agreeing to limit your potential ability to claim in accordance with the above.

W. Banking Arrangements

W.1 Any money we receive from you to hold on your behalf will be held in our Client Bank Account at Barclays Bank PLC.

W.2 The Financial Service Compensation Scheme (FSCS) covers deposits held by authorised deposit taking institutions belonging to individuals or small businesses (including partnerships, sole traders and limited companies which meet certain criteria).

The FSCS has confirmed that monies held in the solicitor's client account are protected as from the 1st January 2011 up to £85,000 per qualifying individual or small business and per authorised deposit taking institution.

W.3.1 The £85,000 limit applies to the totality of all monies held in the same banking "umbrella" (including joint partnership and sole trader accounts as well as any monies held on your behalf at our bank in our clients' bank account). That means that if you bank with Barclays Bank PLC any monies standing to the credit of your account or accounts with that bank will be offset against the £85,000 protection which we have described above.

- W.3.2** Some deposit taking institutions such as Barclays Bank can have several brands, for example if it operates under a different name. You should check with Barclays Bank plc or any other deposit taking institution who holds money for you or the FSA or a Financial Advisor, as the amount you will be able to claim in the event of collapse is one sum in relation to all accounts or arrangements you have with Barclays Bank plc whether it is trading under the name of Barclays Bank plc or a different name up to a maximum of £85,000.
- W.4** Limited companies are covered by the £85,000 indemnity only if they meet two of the following three criteria namely:
1. There is a turnover of less than £6.5 million.
 2. The balance sheet of the company has a total of less than £3.26 million.
 3. The company has less than 50 employees.
- W.5** In the event of Barclays Bank collapsing, we will be obliged to contact the FSCS with details of all clients whose money is held in the account together with the client's full name, address and details and the amount in the account to which each client is entitled. By entering into a contract upon these Terms and Conditions of Business, you are agreeing and authorising us to provide the FSCS with that information. If you wish to withdraw your consent to that, please advise us specifically in writing to that effect. Failure to give your consent for this information, however, will mean that you will not be able to receive compensation from the FSCS.
- W.6** You should also note that it is highly unlikely that Toller Beattie LLP will be held liable for losses resulting from a banking failure but by entering into a Contract upon these Terms and Conditions of Business, you agree to limit your potential ability to claim to the amount recoverable from the FSCS in any event i.e. £85,000 currently.

X. Applicable Law

Any dispute or legal issue arising from our terms of business will be determined by the Law of England and Wales and considered exclusively by the English and Welsh Courts.