

JOBLING & KNAPE STANDARD TERMS OF BUSINESS

CLIENT NAME:-

CLIENT & MATTER REFERENCE:-

The following standard terms will apply to your dealings with us. Your continued instructions will amount to an acceptance of these terms but please also sign the duplicate copy of these terms and return it to us so that we can be sure you have understood the basis upon which we act for you.

1. Storage of Papers and Documents

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. We will keep our file of papers (except for any of your papers which you ask to be returned to you) for no more than 10 years. We retain the file on the understanding that we have your authority to destroy it 10 years after the date of the final bill we send you for this matter. We will not destroy documents you ask us to deposit in safe custody.

If we retrieve papers or documents from storage in relation to continuing or new instructions to act in connection with your affairs, we will not normally charge for such retrieval. However, we may make a charge based on time spent 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 the instructions given by you or on your behalf.

2. Tax Advice

Please note that we do not give advice on the potential tax consequences of your transaction. You must rely on your normal tax advisor for that. If you would like us to refer you to someone with the necessary expertise, we should be pleased to do so.

3. Limitation of Liability

Our potential liability to you in carrying out the retainer for you is limited in all respects to £2 million in respect of any loss or damage you may suffer however it occurs and whether it is as a direct or indirect consequence of any breach of contract, negligence or other fault on our part.

4. Governing Law

Our retainer with you is governed by and construed in accordance with the laws of England. The English Courts have exclusive jurisdiction to adjudicate any dispute which arises in connection with our retainer.

5. Entire Agreement

The above terms represent the entire Agreement between you and us. Amendments or additions to these terms are only valid if in writing and signed by you and us.

6. Invalidity

If any term or provision of these Terms and Conditions shall in whole or in part be held to any extent to be illegal or unenforceable under any enactment or rule of law, that term or provision or part shall to that extent be deemed not to form part of these Terms and Conditions and the enforceability of the remainder of these Terms and Conditions shall not be affected.

7. Data Protection

We will put your details on our databases and computer systems to help us provide our services and send you legal information that may meet your needs (including invitations to seminars and legal updates, which will usually be sent to you by email). We may also use information about you to make decisions on payment arrangements with you (for example, to carry out a credit search).

We will keep all the information about you confidential. We will not give it to any person or organization outside the firm of Jobling & Knape or any other law firm involved in your matters without your permission unless we need to do so to provide services to you or to collect our fees.

Unless you tell us in writing we will assume that you agree to us using your information in this way. If, any time, you do not want to receive information about our legal services, please contact our Practice Manager.

If you give us any personal information about another person, you must keep to any relevant data protection laws which apply to you when providing that information.

8. Cancellation Rights

If your instructions were not given to us at a face to face meeting you will generally have the right to cancel those instructions without any cost to you within seven days of these written instructions being received by us.

You would cancel the agreement by either delivering or posting a note to this office cancelling your instructions or by sending it by fax or email.

You may not, however, cancel the agreement once we have, with your permission, started to do the work on your behalf. By signing and returning this letter you are agreeing that to avoid any delay in the transaction we may start work on your behalf straight away and we do not have to wait for the cancellation period to expire.

9. Complaints Procedure

This Firm aims to offer all our Clients an efficient and effective service and we are confident that we will do so on your behalf. However, should there be any aspect of our service with which are you unhappy, and which we cannot resolve between the writer and yourself, you may raise the matter with the Practice Complaints Officer who is Mr. David R. Hardy based at our Lancaster Office which is at 5 Aalborg Square, Lancaster, LA1 1GG, telephone (01524) 598300.

10. Future Retainers

These terms will apply to any future work we carry out for you relating to other matters unless we advise you to the contrary. If these terms are changed in respect of future work in respect of other matters, you will be entitled to decline them if the change is not acceptable to you.

11. Money Laundering

As of the 1st March 2004, solicitors have to observe the Money Laundering Regulations 2003 and the Proceeds of Crime Act 2002. For us to meet with our requirements, we will need evidence of identification from the outset of the retainer. The evidence we are allowed to accept is one from each of the following lists:-

Personal Identification

- current signed passport;
- EEA member state identity card, EEA member states include: Austria; Belgium; Denmark; Finland; France; Germany; Greece; Iceland; Italy; Liechtenstein; Luxembourg; Netherlands; Norway; Portugal; Spain; Sweden; and UK;
- residence permit issued by Home Office to EEA nationals on sight of own country passport;
- current UK or EEA photo-card driving licence;
- current full UK licence [old-style provisional driving licences should not be accepted];
- benefit book or original notification letter from the Benefits Agency confirming the rights to benefits;
- photographic registration cards for self-employed individuals and partnerships in the construction industry C1S4 (the card does not contain an issue or expiry date and renewed only if the individual's appearance changes dramatically);
- firearms or shotgun certificate;
- national identity card containing a photograph of the client; and
- an entry in a local national telephone directory confirming name and address [but only in conjunction with another form of ID in this section].

Address Identity

- confirmation from the electoral register search that a person of that name lives at that address;

- recent utility bill or statement, or a certificate from utilities supplier confirming an arrangement to pay for services on pre-payment terms (do not accept mobile telephone bills which can be sent from a different address);
- local council tax bill for current year;
- current full UK licence [old-style provisional driving licences should not be accepted];
- bank, building society or credit union statement or passbook containing current address;
- a recent original mortgage statement from a recognised lender;
- solicitor's letter confirming recent house purchase or land registry confirmation of address;
- local council or housing association rent card or tenancy agreement;
- benefit book or original notification letter from the Benefits Agency confirming the rights to benefits;
- EEA member state identity card;
- Inland Revenue self-assessment statement or tax demand;
- House or motor insurance certificate;
- Record of any home visit made; and
- An entry conforming name and address in local or national telephone directory.

Limited Companies

If you are a limited company you must let us have:-

- Your Certificate of Incorporation
- A list of directors and their home addresses
- A list of shareholders
- Your Registered Office address
- The name and address of the person instructing us on behalf of the Company

If you cannot locate your Certificate of Incorporation please let us know and we will endeavour to verify your identity online at the Companies House website.

We also require details of monies that will pass through our client account. **WE WILL NOT BE ABLE TO ACCEPT ANY CASH PAYMENTS OVER £500 WHICH DOES NOT REPRESENT**

PAYMENT OF OUR PROFESSIONAL SERVICES. Unless you advise us to the contrary, we will assume that all payments will come from accounts registered in your name. If a third party is to supply monies for the transaction please advise us immediately as we would then be obliged to check the identity of the party sending the money which would mean bringing a halt to the work we are doing for you pending those checks being carried out and achieving satisfactory results.

The regulations set out certain criteria which are deemed to arouse suspicion as to Money Laundering; such as being presented with a cash payment equal to or in excess of the equivalent of €15,000 (euros).

If suspicion is aroused at anytime during the retainer for such reasons or any other reasons, such as inability or unexplained reluctance to give identity, we are obliged to report this to the National Criminal Intelligence Service ("NCIS"). This will immediately incur a seven working day delay during which we will not be able to do any work on your matter. The regulations forbid us giving you any explanation. If an investigation is deemed necessary this may lead to a further 31 day delay. The delay thereafter will depend on what view the investigating authorities take. Once reported the time frame is out of our control.

We are very sorry for any inconvenience these procedures may cause but trust you will appreciate that we have to absolutely no discretion in the matter and must follow the regulations even for long established clients.

12. Cheques

Please note that our Solicitors Account Rules say that we ought not to pay out on any cheque we receive until it is *cleared funds*. This means that if we are paying money to a third party, based on a cheque you have let us have, we cannot do so until your cheque has cleared. This will normally mean you letting us have your cheque between 4 and 5 working days (depending on the Bank in question) before we pay out on it to clear in normal course. We are still quite happy to apply for *Special Clearance* whenever the need arises (this normally clears a cheque in two working days) but, if we need to do this then there will be a handling charge of £25 inclusive of VAT.

If we need to represent a cheque because your Bank will not accept it, we are happy to do so, but again we will need to make a handling charge of £25 inclusive of VAT.

13. Financial Services

13.1 If your retainer involves a mortgage or insurance and if you have already obtained your mortgage offer, life cover and other insurances, we will have them, as part of our service to you, reviewed free of charge by an independent third party. We ourselves will give no advice as to whether or not you should enter any particular mortgage or insurance product. If the terms of the Mortgage Offer or life cover can be substantially improved in your favour we will let you have details. It will then be entirely up to you whether you prefer to continue with your original offer or explore the other possibilities and it will not delay matters.

13.2 We are not authorised under the Financial Services and Markets Act 2000 but we are able in certain circumstances to offer a limited range of investment services to

clients because we are members of the Law Society. We can provide these investment services if they are an incidental part of the professional services we have been engaged to provide.

- 13.3 If you have any problem with the service we have provided for you then please let us know. We will try to resolve any problem quickly and operate an internal complaints handling system to help us to resolve the problem between ourselves. If for any reason we are unable to resolve the problem between us, then we are regulated by the Solicitors' Regulation Authority which also provides a "complaints and redress" scheme.
- 13.4 We are not authorised by the Financial Services Authority, we are however included on the register maintained by the Financial Services Authority so that we can carry on insurance mediation activity, which is broadly the advising on, selling and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by The Solicitors' Regulation Authority. The register can be accessed via the Financial Services Authority website at <http://www.fsa.gov.uk/register>.
- 13.5 If we advise you that you that you need to take out a certain insurance product, typically it may be defective title indemnity insurance or legal expenses insurance, we do so on the basis that we have not analysed the market in such products. Such analysis is beyond the scope of our expertise. If you would like details of the insurance products we use please let us know.
- 13.6 We can only deal in legal expenses insurance via Temple Legal Protection Limited. Otherwise we are not contractually bound to use any particular insurer.

14. Remuneration Certificate

If our bill relates to non-contentious work, the following provisions apply:-

If you are not satisfied with the amount of our fee you have the right to ask us to obtain a remuneration certificate from the Solicitors' Regulation Authority.

The certificate will either say that our fee is fair and reasonable, or it will substitute a lower fee.

If you wish us to obtain a certificate you must ask us to do so within a month of receiving our bill.

We may charge interest on unpaid bills and we will do so at the rate payable on judgement debts, from 28 days after delivery of our bill.

- 14.1 If you ask us to obtain a remuneration certificate, then unless we already hold the money to cover the following, you must pay (a) half of our fee shown in the bill; (b) all the VAT shown in the bill; and (c) all the expenses we have incurred shown in the bill, sometimes called "paid disbursements".
- 14.2 However, you may ask the Solicitors Regulation Authority, Ipsley Court, Berrington Close, Redditch, B98 0TD to waive this requirement so that you do not

have to pay anything for the time being. You would have to show that exceptional circumstances apply in your case.

Your rights are set out more fully in the Solicitors (Non-Contentious Business) Remuneration Order 1994.

15. Assessment

You may be entitled to have our charges reviewed by the Court. (This is called "assessment"). The procedure is different from the remuneration certificate procedure and is set out in ss.70, 71 and 72 of the Solicitors Act 1974.

16. Viability

The commercial viability of this retainer has been discussed with you and you have decided to proceed. Should circumstances arise which would require a reassessment of the commercial viability of the retainer we will contact you. Should you acquire additional information which might be relevant to the assessment please let us know immediately.

17. This Section is applicable to privately paying Clients in contentious and potentially contentious matters and does not apply to Conditional Fee Agreements and Legal Expenses Insurance Agreements.

If this section applies to you, you should be aware of the following:-

- 17.1 You will be responsible to pay this firm's bill in full regardless of any Order for costs made against your opponent. If an Order for costs is made against your opponent and those costs are recovered then you will of course be able to offset the costs recovered against the costs you pay us.
- 17.2 It is probable that you will have to pay your opponent's costs as well as your own if you lose your court case.
- 17.3 If you win your case, your opponent may not be ordered to pay the full amount of your own costs and may not be financially capable of so paying.
- 17.4 If your opponent is Publicly Funded you may not be able to recover costs even if you are successful.
- 17.5 As at the date of preparation of this information it has been decided that you are either not eligible for Public Funding or that for whatever reason you do not wish to apply for Public Funding. Should your circumstances alter to the extent that you think you may have become eligible for Public Funding or that you may change your mind about wishing to apply for Public Funding, please advise us immediately. Different Terms of Business apply to Publicly-Funded Clients.
- 17.6 Certain documents in Court proceedings must be verified by a Statement of Truth by you. Such documents include the Particulars of your Claim and Witness Statements. Proceedings for contempt of Court may be brought against a person if a false statement is made or caused to be made in a document verified by a Statement of Truth without an honest belief in its truth.

17.7 If you discontinue your claim after you have issued and served court proceedings you will be liable not only for your own costs but also your opponent's costs up to that point (subject to any agreement reached with your opponent).

17.8 If we need to take action on your behalf to enforce any judgement obtained on your behalf such action will form a separate retainer at additional cost to you but otherwise on the same terms as set out in this document.

I / We acknowledge to have received a copy of the above Standard Terms of Business and agree to them.

Signed: -

Signed: -

Date: -