

SEAKENS
solicitors

**SEAKENS SOLICITORS
TERMS AND CONDITIONS OF BUSINESS**

The Solicitors Regulation Authority requires us to provide you with particulars of our terms and conditions of business. Accordingly, this formal statement sets out the basis on which this firm (“the Firm”) will carry out professional services on your behalf.

If you require these terms and conditions in any other size or format, please let us know and we will endeavour to provide it. If you have any other special needs please tell us.

If you have any difficulty with or objection to electronic communication with you please advise us. As you will be aware, electronic communication is not as secure as other methods.

1. FEES

(a) The basis for calculation of our fee is described below.

(b) Our charges are usually calculated by reference to the time spent by the Solicitor and Executive staff dealing with your matter.

This includes advising, attending on you and others, dealing with papers, correspondence, e-mails, telephone attendances, travelling and waiting time, and (where appropriate), advocacy.

(c) Our hourly current charging rates for designated personnel are set out on the list overleaf. Charging rates are reviewed periodically. You will be given notice in writing of any increase.

(d) VAT and disbursements will be charged in addition to our professional fees. Disbursements are expenses incurred on your behalf and may include searches, reports, other documents, Court fees, experts’ fees, barristers’ fees and travel costs. They will also include charges for postages, photocopying, printing and scanning of documents and papers at up to 15p per sheet (for black and white) and £2.40 (colour), which in each case will depend on size and volume at our discretion.

(e) Where your instructions require that interviews take place or other work is carried out necessarily outside the Firm’s normal office house, the Firm reserves the right to increase the level of the hourly rate.

(f) Some services (e.g. Property [Residential or Commercial] & Probate) will attract a percentage charge on the value of the transaction which will be notified to you at the outset.

(g) In Property matters there may be a separate charge of £100 +VAT if you require us to complete the Land Transaction Return for your signature in consequence of the potential criminal penalties now imposed. Also in connection with Stamp Duty Land Tax it is now a requirement of the government that any fixtures and fittings passing with the sale at a separate charge are the subject of a formal valuation.

2. PAYMENT

(a) Payment of an account is required on presentation. Invoices will be rendered regularly to enable you to monitor your liability in respect of costs.

(b) Disbursements for which we incur liability on your behalf (for example searches, Court fees, experts’ fees and barristers’ fees) are to be paid on request.

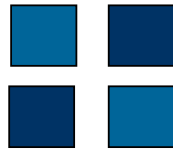
(c) In some cases payment of a sum will be required on account of our professional fees and or disbursements before work can be carried out. These payments must be paid on request. Any money paid on account will be held on deposit in our client account, and any balance due will be credited to you together with interest in accordance with Law Society Rules from time to time at the conclusion of the matter. Any delay in meeting such a request could delay your case being progressed and may lead us to decline to act further for you.

(d) All accounts delivered are statute bills as defined by the Solicitors Act 1974.

(e) Accounts unpaid 14 days after presentation will attract interest at 4% per annum over HSBC Bank Plc base rate from time to time calculated on a daily basis from the date of the invoice to the date of payment. In accordance with Article 5 of the Solicitors (Non-Contentious Business) Remuneration Order 2009.

(f) Our fees are payable whether or not a case is successfully concluded or a transaction completed. If a case or transaction does not proceed to completion for any reason during the period in which we are instructed then we shall be entitled to charge for the work done on the basis set out above, but the Firm may in its absolute discretion waive part or all of such abortive fees.

(g) If there is any undisputed money due to us from you on any particular matter, these conditions authorise us to set it off against a credit balance in respect of any other matter which is also in your name and we will notify you without delay.



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(h) We are entitled to retain any deeds and papers in our possession belonging to you until all fees and disbursements owing to us by you have been paid.

(i) Any money received on your behalf will be held in our client account. Interest will be calculated and paid to you at the rate set by HSBC Bank plc. That of course may change. The period for which interest will be paid normally runs from the date(s) when funds are received by us until the date(s) on the cheque(s) issued to you. The payment of interest is subject to certain minimum amounts and periods of time set out in the Solicitors' Accounts Rules 1998.

(j) If we have not met with you the Consumer Protection (Distance Selling) Regulations 2000 may apply to this file. This means you have the right to cancel your instructions to us within seven working days of receiving this letter. You can cancel your instructions by contacting us by post or by fax to this office. Once we have started work on your file, you may be charged if you then cancel your instructions. If you would like us to commence work on your file within the next seven working days, please sign these Terms and Conditions and return them to this office.

(k) Please also be aware that you may have rights to have our Bills assessed by the Court under the provisions of Sections 70, 71 and 72 of the Solicitors Act 1974.

(l) In accordance with Rule 2.05 of the Solicitors Code of Conduct 2007:-

(i) You are entitled to complain about your bill.

(ii) You may also have a right to object against the bill by making a complaint to the Legal Complaints Service (or the Office for Legal Complaints) and/or by applying to the Court for an assessment of the bill under Part iii of the Solicitors Act 1974.

(iii) If all or part of the bill remains unpaid we may be entitled to charge interest thereon in accordance with clause (e) above.

3. TERMINATION

(a) You may terminate our retainer at any time by giving notice to us in writing.

(b) We may terminate the retainer in any of the following events:

(i) If you fail to provide us with instructions on request, or

(ii) If any fees or disbursements (including any payment on account we have requested) are not paid in accordance with clause 2(b) and 2(c) above, or

(iii) If you fail to pay an invoice within 28 days of delivery, or

(iv) On our giving you reasonable notice in writing for other good reason (in our absolute discretion).

We will send you a final invoice covering all unbilled work in the event of termination of the retainer, howsoever occurring.

4. RECOVERY OF COSTS

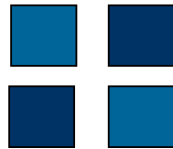
(a) In some litigation cases a successful client may be entitled to have their costs paid by some other party to the proceedings. However it is rare for the system of "assessment of costs", as it is known, to result in the other party having to pay the **full** amount of costs incurred by the client with their own solicitor. If the other party is in receipt of public funding, or if you are involved in litigation with a value of less than £5000, no costs are likely to be recovered even if you win. You are also unlikely to recover any of your disbursements, photocopying charges or Indemnity Insurance contributions in any Court proceedings.

(b) In the event that you are successful and the other party fails to pay costs ordered in your favour, interest can be claimed on those costs against the other party as from the date on which the order for costs was made. If you have paid all our costs and disbursements, we will account to you for such interest, but we will otherwise be entitled to retain it.

(c) In litigation matters if you lose you may be ordered to contribute towards your opponent's costs. Those costs may be payable in part before the end of the case. The whole question of costs is a complex subject which we will be happy to explain further if you wish.

5. STORAGE OF PAPERS AND DEEDS

(a) Following the conclusion of a transaction or case on behalf of a client we will retain the client's file of papers for such period as we shall deem appropriate in our absolute discretion. A client who



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requires such papers (including pre-registration deeds and documents when title to the property has been registered at H.M. Land Registry) to be kept for any specific period shall give notice in writing to the Firm to that effect and in the event of such notice being given, the Firm reserves the right to require the client to take personal custody of the papers before such period has elapsed. **The Firm also reserves the right to destroy any file, including client's papers, after any relevant storage period has elapsed.** Storage periods are recommended by the Law Society and, except in exceptional circumstances, will be followed. This provision does not apply to deeds, Wills and securities referred to in 5(b) below.

(b) The Firm provides a safe custody service to clients in respect of Wills, deeds and other securities and the Firm reserves the right to make a reasonable charge for such storage from time to time subject to prior notice in writing being given to the client with the amount of the charge and the date from which it is to be paid (by way of payment in advance) being specified in that notice.

(c) Where stored papers, wills, deeds or securities are retrieved from storage by the Firm in connection with continuing or new instructions to the Firm normally no charge will be made for such retrieval. However the Firm reserves the right to make an administration charge for instructions by or on behalf of a client or former client for whom papers, wills, deeds or securities are stored.

6. SOLICITOR CLIENT CONFIDENTIALITY

The General Rule

(a) All communications between you as a client and this firm as your Solicitor are confidential and will not be disclosed to any other person except with your permission subject only to the statutory and other exceptions which are set out below.

(b) We will often, but not always, require your instructions to be confirmed by you in writing. We will always require this where you are instructing us to accept or reject any settlement proposals made by the other side.

Exceptions to the General Rule

Money Laundering Regulations 2007 and the Proceeds of Crime Act 2002

We are legally required to bring to the attention of the appropriate authorities any suspicions which we may have that you are engaged in money laundering or dealing with the proceeds of crime. If it is necessary for us to make a report we are not allowed to tell you that we have done so and unless and until we receive permission from the appropriate authority to proceed with your claim we will not be able to take any further action on your behalf.

If we fail to act in accordance with our obligations under these provisions we may be guilty of a criminal offence.

It may also, pursuant to the Money Laundering Regulations 2007, be necessary for us to request you to provide evidence of your identity before we formally accept your instructions.

Evidence of identity is defined as evidence confirming whom the client is and where they live. This may be provided by way of photographic identification (such as a current and valid driving licence – including the paper counterpart) or a Passport. Evidence of your residential address may be provided by way of a recent Bank or Building Society statement or statement from your mortgage company or a recent utility bill which must have been delivered not more than three months previously.

If we need all or any of these proofs of identification we shall notify you at the outset and will commence work on your matter once that has been provided. In some cases it is not necessary for us to have proof of identification and to fail to ask for it would not be in breach of the Regulations. If any false evidence is provided, whether on the telephone or in writing or otherwise, concerning your identity then this is a matter which must be reported, by us, to the appropriate authorities.

We may also act for your proposed lender in this transaction. We have a duty to fully reveal to your lender all relevant facts about the purchase and mortgage. This includes any differences between your mortgage application and information we receive during the transaction or any cash back payments or discount schemes that a seller is giving you.



7. DISPUTES

Seakens Solicitors is committed to high quality legal advice and client care. However, if you are unhappy about any aspect of the service you have received or about the bill, please contact the Practice Manager, Cynthia Reilly on 01344 843666 or at cr@kseakens.co.uk or by post to our Virginia Water office. There is a procedure in place which details how we handle complaints which is available from us on request. If you are not satisfied with our handling of your complaint you can ask the Legal Ombudsman at PO Box 15870 Birmingham B30 9EB website www.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.

8. FUTURE INSTRUCTIONS

Unless otherwise agreed and subject to the application of the prevailing hourly rates these terms and conditions of business shall apply to any future instructions given by you to the Firm.

Although your continuing instructions in this matter will amount to acceptance of these terms and conditions of business, it would be helpful if you would please sign and return one of them for us to retain on our file.

9. CORPORATE/LLP CLIENTS – PERSONAL GUARANTEES

In consideration of the Firm accepting instructions from any private limited company/plc/LLP, the directors or members signing these conditions on behalf of the company/plc/LLP hereby guarantee (and if more than one jointly and severally) payment of all fees and disbursements payable by the company/plc/LLP to the Firm to the intent that they (the signatories) shall be jointly and severally and personally liable with the company/plc/LLP to Seakens Solicitors.

10. SERVICE STANDARDS/INSURANCE

We will seek always to maintain the following standards of service:

- We will keep you regularly informed as to the progress of your matter
- We will communicate with you in plain language
- We will explain the legal work involved
- We will keep you advised as to the cost/risk benefit of pursuing a matter
- We will advise you of likely timescales

Our normal hours of business are 9.00am – 5.00pm on Mondays to Fridays. We are closed between 1.00pm – 2.00pm for lunch.

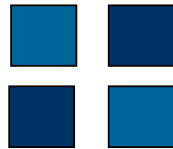
Our accompanying letter advises the person with principal conduct of your matter subject always to the supervision of Mr Seakens.

We will deal with information concerning you in accordance with the principles of the Data Protection Act 1998.

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.

The Provisions of Services Regulations 2009 require us to advise you of the following:-

- (a) VAT No. 335 5710 63
- (b) Professional Indemnity Insurance provider is Allianz Global & Corporate Specialty AG, Policy number AGCSPISOLS010510 and limit of insurance cover £3,000,000. The insurance covers the firms practice in England and Wales and the insurer may be contacted at
- (c) The Solicitors Code of Conduct 2007 which contains our professional rules may be found at www.sra.org.uk
- (d) The firms complaints resolution procedure is set out in clause 7 hereof.



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11. FINANCIAL SERVICES

If during your transaction or matter you need advice on investments or insurance, 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.

If you have any problem with such services as detailed above then please let us know. We will try to resolve any problem quickly and operate an internal complaints handling system to help us resolve any problem between ourselves (See para.7). If for any reason we are unable to resolve any problem between us, then we are regulated by the Solicitors Regulation Authority, which also provides a complaints and redress scheme. This register can be accessed via the Financial Services Authority website at www.fsa.gov.uk/register.

The firm is not authorised by the Financial Services Authority. However, we are included on the register maintained by the Financial Services authority so that we can carry on insurance mediation activity, which is broadly the advising on, selling and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the Solicitors Regulation Authority which can be reached at www.sra.org.uk

Any commission receivable by the Firm is dealt with strictly in accordance with Rule 2.06 of the Solicitors' Code of Conduct 2007.

Please note that the Firm does not offer tax advice. You are advised to raise any specific need for tax advice with us so that we can assist in the instruction of a suitable expert in this connection.

In the absence of very special circumstances and the prior approval of Mr Seakens, we will not accept cash payments in excess of £500 plus VAT.

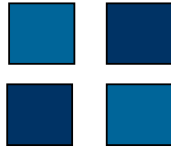
On conclusion of our retainer we will account to you for any balance due by way of cheque, not cash and payment will not be made to any third party.

12 ACCEPTANCE OF THESE TERMS

Your continuing instructions will amount to acceptance of these terms and conditions and if we commence work on your behalf before receipt of your signed acceptance we will be acting for you on these terms and conditions.

13 EQUALITY & DIVERSITY

This firm is committed to promoting equality and diversity in all of its dealings with clients, third parties and employees, and is required to produce a written equality and diversity policy. Please contact us if you would like us to send you a copy of that policy.



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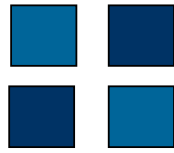
I have read, understood and confirm my acceptance of the terms and conditions of business set out above.

Print Name Address Telephone Email Signed Print Name Address Telephone Email Name of Company/plc/LLP Signed Authorised Signatory of company/plc/LLP Dated20
Signed Print Name Signature of Director/Member in personal capacity as personal guarantor Signed Print Name Signature of Director/Member in personal capacity as personal guarantor

CHARGE OUT RATES

DESCRIPTION OF FEE EARNER	£/hour
Principal	£250
Consultant Solicitor	£175
Assistant Solicitor	£175
Other fee earners	£100

These rates are exclusive of VAT and disbursements, which will be charged in addition as set out in the attached Terms and Conditions



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