

Client name:

Case Ref:

Matter Description:

DUNN & BAKER SOLICITORS - STANDARD TERMS AND CONDITIONS OF BUSINESS

AUTHORISED AND REGULATED BY THE SOLICITORS REGULATION AUTHORITY. PROFESSIONAL RULES LAID DOWN BY IT REQUIRE THAT CLIENTS OF SOLICITORS BE INFORMED OF CERTAIN TERMS OF BUSINESS. ACCORDINGLY, THIS FORMAL STATEMENT INDICATES THE BASIS ON WHICH THIS FIRM CARRIES OUT PROFESSIONAL SERVICES ON BEHALF OF CLIENTS.

1. PLACES AND HOURS OF BUSINESS

Dunn & Baker's Principal Office is located at 21 Southernhay East, Exeter, Devon, EX1 1QQ and its branch office is located at Chudleigh House, 38 High Street, Cullompton, Devon. The normal hours of opening are between 9.00 am and 5.30 pm on weekdays. Appointments can be arranged outside these hours when necessary in the interests of a Client.

2. RESPONSIBILITY FOR WORK

2.1 The person primarily responsible for the conduct of the Client's transaction or case will be notified to the Client.

2.2 Dunn & Baker aim to offer all Clients a friendly and efficient service. If, however, any difficulties should arise, the Client should first raise the matter with the person primarily responsible for the conduct of the case or, failing that, Mr Simon Cutting Managing Partner, at the Firm's Principal Office in Exeter.

3. PROFESSIONAL INDEMNITY

In the interests of Clients, Dunn & Baker maintain Professional Indemnity Insurance through XL Insurance Company Limited a Law Society approved qualifying insurer. Further information available on request.

4. FEES

4.1 Unless and until (a) an alternative fee arrangement has been agreed and confirmed in writing by Dunn & Baker or (b) a Client is entitled to have the fees of Dunn & Baker paid by the Legal Services Commission, the basis for calculation of our fees is described below and is mainly by reference to the time spent by the Partner and Staff dealing with the transaction or case; the time charged being all time spent on the Client's affairs. This will include attendances upon the Client and perhaps others; any time spent travelling; considering, preparing and working on papers and correspondence; making and receiving telephone calls.

4.2 Each Partner's, Solicitor's and Executive's time is charged out at an hourly rate which reflects overhead costs. Routine letters sent out and received by the Firm are charged at 10 minutes per page, which includes consideration of letters received. Telephone calls made and received are charged in 10 minute units.

4.3 At the outset of each case the Client will be given the best possible information about the likely overall costs including a breakdown between fees VAT and expenditure. The current hourly rate for the person primarily responsible for the conduct of the Client's case will be notified to the Client.

4.4 The privately paying Client may set an upper limit on the firm's costs, for which the Client may be liable without further authority and the Client will be informed in writing as soon as it appears that a costs estimate or agreed upper limit may or will be exceeded.

4.5 The Client will be advised immediately of any changed circumstances, which will or are likely to affect the amount of costs, the degree of risk involved or the cost benefit to the Client of continuing with the matter.

4.6 Where the instructions of the Client require that interviews take place or other work is carried out, necessarily outside Dunn & Baker's normal office hours, Dunn & Baker reserve the right to increase the level of the hourly rate.

4.7 The Client will be kept informed at regular intervals of how much the costs are and in appropriate cases deliver interim bills at agreed intervals.

4.8 The hourly rates and fixed fees are normally reviewed annually to take effect from 1 January each year and take account of changes in overhead costs. Details of any revision of rates and fixed fees occurring during the continuance of a case or transaction will be supplied to a Client during the previous quarter. These rates or fixed fees may not be appropriate in cases of exceptional complexity or urgency. Where it becomes apparent that such circumstances exist Dunn & Baker reserve the right to terminate the retainer unless revised rates or fixed fee are agreed in substitution.

4.9 Expenditure include payments made by Dunn & Baker on behalf of the Client. eg. for such items as Court fees, Counsels fees, fees for Medical Reports, Search fees, Land or Probate Registry fees etc. Dunn & Baker has no obligation to incur liability for such payments unless funds have been provided by the Client for that purpose. VAT is payable on certain expenditure.

- 4.10 In property transactions the client will be given an estimate of our fees. If a situation arises whereby additional fees are payable, the client will be notified immediately.
- 4.11 In the administration of Estates and in transactions involving a substantial financial consideration or benefit to the Client, fees may be calculated both by reference to the time spent and also by reference to a value element based on e.g. the value of any property, the size of the Estate or the value of the financial benefits. The value element reflects the importance of the transaction and the consequent responsibility falling on this Firm. The Client will be informed at the outset of a transaction if a value charge is to be added and the relevant percentage.
- 4.12 Fees are payable whether or not a transaction or case is successfully concluded. If any case or transaction does not proceed to completion for any reason during the period in which Dunn & Baker are instructed, then Dunn & Baker shall be entitled to charge for work done on the basis set out above, but in its absolute discretion the Firm may waive part or all such entitlement to fees.
- 4.13 Dunn & Baker will not be held liable to repay any Client monies lost through a banking failure. We are covered by the Financial Services Compensation Scheme, up to a maximum of £50,000.00.
- 4.14 In accordance with the Anti-Money Laundering Regulations, it will be necessary to verify your identity. For this purpose, we will use an electronic verification system. This cost for this will be £4.00 + VAT per individual. You agree that we may use personal information provided by you in order to conduct appropriate anti fraud checks. Personal Information that you provide may be disclosed to a credit reference or fraud prevention agency, which may keep a record of that information.
- 4.15 You are entitled to complain about your invoice and there may also be the right to object to the invoice by making a complaint to the Legal Ombudsman or applying to the Court for an assessment of the bill under Part III of the Solicitor's Act 1974 (please note that the Legal Ombudsman may not deal with a complaint about a bill if an application has been made to the court for assessment of that bill).

5. ARRANGEMENTS FOR PAYMENT OF FEES

- 5.1 Property Transactions - an account will normally be rendered following the exchange of Contracts and payment is required prior to completion. Where funds are payable to the Client upon completion, amounts due to Dunn & Baker shall be deducted from such funds unless otherwise agreed.
- 5.2 Administration of Estates - it is usual to deliver interim accounts at intervals during the administration of the Estate. An interim invoice will normally be submitted when the Grant has been obtained. If it then transpires that it will take some time to complete the administration, further interim accounts will be rendered periodically and the final account will be presented when the Estate Accounts are delivered for approval. All accounts will normally be paid out of funds held on behalf of the estate. If the estate is not solvent, or if we are not in receipt of funds, our normal conditions apply and any costs incurred will be by agreement with the Client and paid for by the Client.
- 5.3 Other cases or transactions - it is normal practice to ask the Client to pay sums of money from time to time on account of the fees and expenditure which are anticipated in the following weeks or months. It is helpful if the Client meets such requests with prompt payment to avoid any delay in the progress of their cases. In transactions or cases likely to continue for more than one month, interim accounts covering the work already carried out will normally be rendered at least quarterly. The procedure enables the Client to budget for costs as the matter progresses. It also aids our cash flow. In the event of any invoice or request for payment on account not being paid, Dunn & Baker reserve the right to decline to act further in the case. The full amount of work done up to that date will be the subject of a final invoice rendered and will be a debt due from the Client.
- 5.4 Interest will be charged at 4% over National Westminster Bank Plc base rate from time to time, from the date of delivery of an invoice where payment is not made within 14 days of delivery.
- 5.5 In accepting any instructions from private limited Companies, it has to be on the basis that the directors will be personally liable for our fees. Similarly, it is agreed that the Company will be liable for the fees of individual directors. Consideration for accepting any new work on the Company's behalf is deemed to be made on the basis of a pre-assignment of the Company debt to the individual Director/Shareholder.

6. INTEREST PAYMENTS

Where Dunn & Baker are obliged under the Law Society's Interest Rules to pay the Client interest on monies held by us it is this Firm's practice to pay interest at a rate equivalent to the interest rate obtainable from our Bank on a 'Solicitors Reserve Account' less 0.5% to cover administrative costs. This does not apply where the amount of interest involved is £20.00 or less (in which case Dunn & Baker would not normally account to the Client) or where a special arrangement has been reached with the Client to cover particular circumstances. If the Client requires further information regarding this please contact Dunn & Baker.

7. COSTS RECOVERED

In some Litigation cases a successful Client may be entitled to the payment of costs by some other party to the Proceedings. However, it is rare for the system of "Taxation" of Costs, as it is known, to result in the party having to pay the full amount of the costs incurred by the Client with their own Solicitors. If the other party is in receipt of Legal Aid, no costs are likely to be recovered. In the event that the Client is successful and costs do fall to be paid by the other party, interest can normally be claimed on those costs against the other party as from the date on which the Order for Costs was made. To the extent that any of the fees and expenditure of Dunn & Baker have been paid on account by the Client, Dunn & Baker will account to the Client for such interest, but will otherwise be entitled to retain it. Clients must note that the primary liability for costs incurred with Dunn & Baker is that of the Client, even in a case where it is expected that an Order for Costs will be obtained against another party. Further, the costs of seeking to enforce any such Order for Costs against the other party, have to be met by the Client.

8. FINANCIAL SERVICES

- 8.1 If during this transaction 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.
- 8.2 This firm is not authorised by the Financial Services Authority. However, we are included on the register maintained by the FSA (which can be accessed via the Financial Services Authority website at www.fsa.gov.uk/register) 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 Solicitors Regulation Authority.
- 8.3 The Law Society is a designated professional body for the purposes of the Financial Services and Markets Act 2000 but responsibility for regulation and complaints handling has been separated from the Law Society's representative functions. The Solicitors Regulation Authority is the independent regulatory body of the Law Society and the Legal Ombudsman is the independent complaints handling body of the Law Society.

9. CONCLUSION OF A TRANSACTION OR CASE

- 9.1 Following the conclusion of a transaction or case on behalf of the Client, Dunn & Baker will retain the Client's files and papers for such a period as they shall deem appropriate in their absolute discretion. After that period the files and papers shall be confidentially destroyed. In the case of title deeds and documents, where the title is registered at H M Land Registry Dunn & Baker no longer retain such documents and reserve the right to require the Client to take personal custody of the documents. This provision does not apply to current Deeds, Wills and Securities.
- 9.2 Dunn & Baker provide a Safe Custody Service to Clients in respect of Wills and no charge will be made to the Client for such storage, unless prior notice in writing is given to the Client of a charge to be made from a future date to be specified.
- 9.3 Where stored papers, Wills, Deeds or Securities are retrieved from storage by Dunn & Baker in connection with continuing or new instructions to Dunn & Baker to act in connection with the Client's affairs, normally no charge will be made for such a retrieval. However, Dunn & Baker reserve the right to make an administration charge based on time spent in retrieval and any perusal correspondence or other work necessary to comply with the instructions given by or on behalf of the Client or former Client for whom papers, Wills, Deeds or Securities are stored.

10. DATA PROTECTION

The Data Protection Act requires us to advise you that your particulars are held on our database. We use the information you provide primarily for the provision of legal services to you and for related purposes including:

- Updating and enhancing client records
- Analysis to help us manage our practice statutory returns
- Legal and regulatory compliance

Our use of that information is subject to your instructions, the Data Protection Act 1998 and our duty of confidentiality. Please note that our work for you may require us to give information to third parties such as expert witnesses and other professional advisors. You have a right of access under data protection legislation to the personal data that we hold about you.

We may from time to time send you information that we think may be of interest to you. If you do not wish to receive that information please notify our office in writing.

11. ANTI-MONEY LAUNDERING RULES

Following the introduction of the Proceeds of Crime Act 2002 and the Money Laundering Regulations 2007, we are now obliged to request evidence of your identity and undertake certain other procedures to establish your credentials and the legitimacy of your instructions before acting upon them. These procedures may require us to take fuller instructions from you

than previously and may, in rare cases, introduce some small delays into your matter. We will, of course, strive to keep these delays to a minimum.

We may also have a legal obligation to report to the Serious Organised Crime Agency (SOCA) any information which comes to our attention concerning any matters covered by the new law. If we make a report to SOCA we may not be allowed to tell you or anyone else that we have done so. We may be ordered by SOCA to stop the work you have instructed us to do. In that case we will not be able to tell you or anyone else why we have stopped work.

This firm is no longer be able to accept cash payments in excess of £500 in any one matter except by special arrangement. In addition, any funds required from you will be required by the firm in the form of cleared funds at least 7 working days in advance of the date they will be required to further or complete your matter.

Otherwise, it is and remains, our policy to keep all information about the personal and business affairs of our clients confidential and to complete your instructions with all due diligence and speed.

You agree that we may use personal information provided by you in order to conduct appropriate anti fraud checks. Personal Information that you provide may be disclosed to a credit reference or fraud prevention agency, which may keep a record of that information.

12. QUALITY STANDARDS

In order to secure accreditation to and to maintain our quality standards such as Lexcel and Legal Aid Franchise, we need to allow External Auditors to inspect certain files. This could mean that your file is selected for checking, in which case we would need your consent 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 anyway. Since very few of our clients object to this, we propose to assume that we do have your consent unless you notify us to the contrary. We will also assume, unless you indicate otherwise that consent on this occasion will extend to all future matters which we conduct on your behalf. Please do not hesitate to contact us if we can explain this matter further.

13. TERMINATION OF RETAINER

You may end your instructions to us in writing at any time, but we can keep all your papers and documents while there is still money owed to us for fees and expenses. We may decide to stop acting for you only with good reason. We must give you reasonable notice that we will stop acting for you. If you or we decide that we should stop acting for you, you will pay our charges up until that point. These will be calculated on an hourly basis plus expenses / by proportion of the agreed fee as set out in these terms and conditions.

14. FUTURE INSTRUCTIONS

Unless otherwise agreed and subject to the application of the then current hourly rates, these Terms and Conditions of Business shall apply to any future instructions given by the Client to Dunn & Baker.

This does not constitute a contentious business agreement which would have the effect of restricting the Client's rights to challenge the agreement. If the Client is not satisfied at the conclusion of the matter the Client may seek to challenge the agreement in non-contentious matters by asking the Law Society to issue a Remuneration Certificate and by way of a process called 'Taxation' in contentious matters.

Although by continuing to give instructions in the matter the Client will be deemed to have accepted these Terms and Conditions of Business, it will be helpful if the Client will please sign and return one copy for Dunn & Baker to retain on our file.

I (the Client) confirm that I have read, understood and accept the Terms and Conditions of Business set out above.

I (the client) agree that my file and papers may be destroyed in accordance with condition 9 as set out above.

YES / NO (please delete as appropriate)

Signed Signed

Name [print] Name [print]

Dated..... Dated.....