

TERMS AND CONDITIONS OF BUSINESS

Our Aim

We aim to offer our clients quality 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.

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.
- 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 language when writing to you – tell us when 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.

Equality and Diversity Policy

This practice 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 equality and diversity policy.

Our Hours of Business

The normal hours of opening at our offices are between 9.00am and 5.30pm on weekdays. Messages can be left on voicemail outside those hours and appointments can be arranged at other times when this is essential.

People Responsible for Your Work

The person responsible for dealing with your work will be Tom Street, who is the Principal of the practice. Tom has an assistant/secretary who may be able to deal with your queries and who will be pleased to take any message for you. 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.

Charges and Expenses

- Unless we have agreed to represent you pursuant to a Contingency Fee Agreement (also known as a no-win-no-fee agreement), our charges will be calculated mainly by reference to the time actually spent by Tom Street 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, correspondence, including e-mails, preparation of any detailed costs calculations, and time spent travelling away from the office when this is necessary. From time to time we may arrange for some of this work to be carried out by persons not directly employed by this practice. You will be charged at rates not greater than those set out below.

- Routine letters are charged as 6 minute units of time and we charge for the time spent on making and taking telephone calls in 6 minute units and considering incoming letters at units of 6 minutes per 2 pages.
- Tom Street's current hourly rate is £230 per hour. We will add VAT to these at the rate that applies when the work is done. At present, VAT is 20%.
- 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 January 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 which the case may demand. Where a charge reflecting any value element is to be added we will explain this to you.
- We will occasionally have to pay out various other expenses on behalf of our clients ranging from court fees, experts' fees, and barristers 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 may be entitled to charge you for work done and expenses incurred, in accordance with the agreement between us.

Payment Arrangements

- If we have not agreed to act for you on a Contingency or a Conditional Fee basis, we will ask you 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 find that this helps clients in budgeting for costs as well as keeping them informed of the legal expenses which are being incurred. If such requests are not met with prompt payment, delay in the progress of a case may result. In the unlikely event of any bill or request for payment not being met, this firm must reserve the right to stop acting for you further.
- Payment is due to us within 7 days of our sending you a bill. Interest will be charged on a daily basis at 4% over the HSBC base rate from time to time from the date of the bill in cases where payment is not made within 28 days of delivery by us of the bill.

Other Parties' Charges and Expenses

- In some cases and transactions a client may be entitled to payment of costs by some other person. It is important that you understand that in such circumstances, the other person may not be required to pay all the charges and expenses which you incur with us. You have to pay our charges and expenses in the first place and any amounts which can be recovered will be a contribution towards them. 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 or tribunal 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. Arrangements can be made to take out insurance to cover liability for such legal expenses. Please discuss this with us if you are interested in this possibility.

Interest Payment

Any money received on your behalf will be held in our Client Account. Subject to certain minimum amounts and periods of time, interest will be calculated and paid to you at the rate from time to time payable on HSBC 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.

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. In addition, we will keep your file of papers for you in storage for not less than one year. 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. We will not of course destroy any documents 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.

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 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.
- 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.
- Under the Consumer Protection (Distance Selling) Regulations 2000, for some non-business instructions, you may have the right to withdraw, without charge, within fourteen working days of the date on which you asked us to act for you. However, if we start work with your consent within that period, you lose that right to withdraw. Your acceptance of these Terms and Conditions of Business will amount to such consent. If you seek to withdraw instructions, you should give notice by telephone, e-mail or letter to the person named in these Terms of Business as being responsible for your work. The Regulations require us to inform you that the work involved is likely to take more than 30 days.

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.

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 us immediately. If we can undertake the research necessary to resolve the issue, we will do so and advise you accordingly. If we cannot, we may be able to identify a source of assistance for you.

Money Laundering

- In order to comply with the law on money laundering, we need to obtain evidence of your identity as soon as practicable. 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. 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 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 us under a legal duty in certain circumstances to disclose information to the Serious and Organised Crime Agency. Where we know or suspect that a transaction on behalf of a client involves money laundering, we may be required to make a money laundering disclosure. If this happens, we may not be able to inform you that a disclosure has been made or of the reasons for it. We will not be liable for any loss, damage or delay arising out of the practice's compliance with any statutory or regulatory requirement.
- Cash - Our practice's policy is not to accept cash from clients. 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.

Communication Between You and Us

- Our aim is to offer all our clients an efficient and effective service at all times and our clients and our staff are of first importance to us. We hope that you will be pleased with the work 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 Tom Street, the Principal of the practice, who can be contacted at our Head Office at 2B Bath Street, Frome, Somerset, BA11 1DG (01373 452 888).
- We will aim to communicate with you by such a method as you may request. We may need to virus check disks or e-mail. Unless you withdraw consent, we will communicate with you and others when appropriate by e-mail or fax but we cannot be responsible for the security of correspondence and documents sent by e-mail or fax.
- The Data Protection Act requires us to advise you that your particulars are held on our database. We may, from time to time, use these details to send you information which we think might be of interest to you.

Our Complaints Handling Procedure

We would like you to be aware that we operate an internal complaints procedure. The primary purpose of this procedure is to address complaints from our clients, but is also intended to improve the quality of service that we provide to our clients.

- **Who Should I Contact?**

If you have a complaint, in the first instance we would ask you to address this to the person dealing with your case, but if this is not possible or you have already done so, but are not satisfied then please contact Tom Street our Client Care Partner. Tom Street can be contacted at:

By Post at: Tom Street & Co Solicitors, 2B Bath Street, Frome, Somerset, BA11 1DG

By Phone on: 01373 452 888

By Mobile on: 07974 371 995

By Fax on: 0845 528 0383

By e-mail at: mail@tomstreet.co.uk

- **How Should I Make My Complaint?**

Whilst complaints may be made in person, by telephone or in writing (including by e-mail), it is preferable if the complaint is submitted in writing, so that the full facts may be set out clearly and without ambiguity. The complaint can then be fully considered before the firm's final response is given. In the meantime, Tom Street will always attempt to speak to you either in person or by telephone.

It is helpful when making a complaint if you can identify the person who is dealing with your matter and specify the exact nature of your dissatisfaction.

- **What Happens Once I have Made a Complaint?**

On receiving your complaint, Tom Street will write to you within 3 working days, record your complaint in our central register and open a separate file in respect of the complaint. You will be advised of the specific complaint reference.

Within 10 working days or earlier, if there is a degree of urgency to the complaint, Tom Street will look at the file and interview the Partner or fee earner concerned. If necessary the Client Care Partner, Tom Street, may ask you for further details by telephone, in a personal interview or by letter.

- **What Happens if my Complaint is About a Bill?**

If you have a query or concern about any bill the firm has rendered to you, in the first instance we ask you to raise this with the solicitor or fee earner dealing with your case.

If you are not satisfied with their response, the matter will be passed to our accounts department for further investigation.

If you still object to a bill, you also have the right to make an application to the Court for an Assessment of the Bill under Part III of the Solicitors Act 1974.

- **How Do You Resolve Complaints?**

It is the aim of Tom Street & Co Solicitors to resolve any problems as quickly as possible and ideally within 14 days of the complaint having been received. We will always endeavour to resolve any complaint to the satisfaction of our client. If our Client Care Partner considers that the complaint is justified then it will be resolved positively, for example by an apology, an explanation or perhaps transferring the matter to another fee earner within the firm.

- What Happens Once the Complaint Has Been Resolved?

Once the matter has been resolved, a note will be made and a letter sent to you confirming our response to the complaint. All the relevant paperwork will be kept in our central Register of Complaints, which is maintained at the Standerwick office.

- What Happens if my Complaint is Still Not Resolved or I am Dissatisfied with the Outcome?

If you remain dissatisfied following our Client Care Partner's response then you may ask the Legal Ombudsman to consider the complaint. The Legal Ombudsman can be contacted at <http://www.legalombudsman.org.uk/>

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.
- Your continuing instructions in this matter will amount to an acceptance of these Terms and Conditions of Business