

These terms and conditions apply when you instruct Paul Berg & Taylor to act for you. They apply to all of our clients unless varied in writing and in our communications to you. Paul Berg & Taylor are grateful for your having instructed the practice and aim to ensure that everything proceeds as smoothly as possible with a quality legal advice incorporating a personal service. These terms and conditions will form the basis of our retainer by you and set out the basis upon which the practice will provide its professional services to you and the nature and limits of that retainer. Please read the same carefully and contact the fee earner dealing with your matter regarding any queries you may have, otherwise we will be progressing the matter for you as indicated.

Our Hours of Business

Our normal hours of business are 9.00am to 5.30pm on weekdays. Our email address is harpenden@pbtlaw.com, but you can also contact David Taylor at david@pbtlaw.com, Paul Berg at paul@pbtlaw.com and Tricia Merrett at tricia@pbtlaw.com

Responsibility for the Work

Either Paul Berg or David Taylor will carry out or supervise most of the work in your matter personally but you can also contact the secretaries at the practice who will be familiar with the file. If they are unable to help you they will be pleased to take a message for you. The Partner with final responsibility for the work undertaken in the Residential Conveyancing Department is Paul Berg, and the partner with final responsibility for the work undertaken in the Commercial Law and Commercial Property Department and for Private Client Wills and Probate is David Taylor. The person with conduct of your matter will be confirmed to you. Please ask if you would like us to explain any of the terms above.

Your instructions, Initial Advice, Agreed Course of Action & Timescale

In the event of you, the client, constituting more than one party, we will take instructions from either or any one of you, as binding upon both or all of you and as given by you all unless we are instructed in writing to the contrary and acknowledge those instructions again in writing.

Your instructions, our initial advice and an agreed course of action and timescale will be agreed with or confirmed to you at the onset of a matter or as soon as is practicable after its commencement. We do this so that both you and we are clear as to the extent of our retainer

and what you may expect us to do. Please ask if you would like us to explain any of the terms above.

Our Retainer

Whilst we act for you, we require agreement on certain terms that are considered usual when solicitors are retained to act. These are as follows:

(a) in the event that you, the client, constitute more than one party (i.e. when we are instructed jointly by more than one of you we are entitled to rely upon accept and act pursuant to instructions from any one or either of you unless we are notified in writing to the contrary and accept that variation, again in writing.

(b) you authorize us to act on your behalf and in so doing to commit you to any exchange of contracts or completion of a transaction by means of a telephonic exchange or agreement to complete rather than by exchange or completion in person or by way of personal attendance. You must acknowledge therefore that the validity of a contract or completion is dependent upon adherence to the recognised procedure for the giving of undertakings and all other matters not only by us but also by the conveyancing representative of the other party or parties involved. Sometimes these arrangements can go wrong if the other representative fails to honour his or her obligations or if a document is lost in the post. In those circumstances, you may face the prospect of a financial or other loss through no fault of this firm.

(c) you authorise us to redeem your mortgage, to complete a transaction and to send funds due to another party relying upon the Clearing Banks' telegraphic transfer or CHAPS system on the day of completion and will accept responsibility for claims of any late or delayed completion or late arrival of funds in its account due to a failure or delay of transmission of funds through such banking systems.

(d) we may adopt all or part of the Law Society's National Conveyancing Protocol including (unless otherwise notified in writing) the offering of information relating to a property transaction to parties involved with that transaction.

(e) you will, upon our request, confirm any specified instructions to us in writing, and will, if appropriate, provide us with the necessary funds due from you to progress or complete a matter on your behalf or to balance your account with us (whether before or after completion of a transaction) including our fees and will upon request provide cleared funds for this purpose. In particular, you will provide any further monies required by your lender to redeem your mortgage

or to clear other of your liabilities on or after completion of a sale. You also agree when requested to ensure the signing and return of any documentation reasonably required by us to progress or otherwise deal with a transaction.

(f) you (and if applicable, jointly and severally) warrant to us that you (or in the event of joint instructions, either or any of you) have not been subject to any bankruptcy proceedings and will immediately notify us in writing should any such proceedings be instigated or threatened against you (or any one of you) during our retainer.

(g) under the Consumer Protection (Distance Selling) Regulations 2000, for some non-business instructions, you may have the right to withdraw, without charge, within 7 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. If you do wish to withdraw instructions, you should give notice by fax or letter to the practice using the form below. These Regulations also require us to inform you that the work involved is likely to take more than 30 days, and so we now advise that this will be the case and give you the following notice:

Notice of the Right to Cancel

You have the right to cancel your instructions within seven working days starting the day after you receive this letter. This is called the cancellation period. If you wish to cancel, please inform us in writing—by letter, email or fax. You should state your name, your address, any reference number shown on our correspondence to you, and that you wish to cancel your instructions. You can use the Cancellation Form appearing below, but you do not have to do so. You will not be able to cancel your instructions if, at your request, we start work during the cancellation period. For this reason, we will not start work during the cancellation period without your agreement. If you do wish us to start work now, please confirm this to us in writing, by letter, email or fax. Again, you can use the attached form, but you do not have to do so.

If we do not hear from you within the cancellation period, we will assume you wish us to start work after it has expired.

Cancellation Form

You can return this form by posting it to Paul Berg & Taylor 7 Vaughan Road Harpenden AL5 4EF, or by emailing it to Harpenden@pbtlaw.com or by faxing it to 01582 461457.

Complete, detach and return this form if you wish to cancel your instructions, OR to instruct us to begin work within the cancellation period.

To: Paul Berg & Taylor

PLEASE TICK ONE BOX ONLY

I/We wish to instruct you to begin work within the cancellation period
I/We wish to cancel my/our instructions

You do not need to return this form if you would like us to start work after the cancellation period ends. If we do not hear from you within the cancellation period, we will assume that this is the case.

Signed

Dated.....

Name and Address:

.....
.....

Reference [if you know

it].....

Limit of Liability

We have professional indemnity insurance giving cover for claims against the firm. Details of this insurance, including contact details of our insurer and the territorial coverage of the policy, can be inspected at our office or made available on request. Our maximum aggregate liability to you in this matter will be £2,000,000 (two million pounds) including interest and costs unless we expressly state a different figure in our letter confirming your instructions. If you wish to discuss a variation of this limit, please contact the person dealing with your matter. Agreeing a higher limit on our liability may result in us seeking an increase in our charges for handling your matter.

We will not be liable for any consequential, special, indirect or exemplary damages, costs or losses, or any damages, costs or losses attributable to lost profit or opportunity. We can only limit our liability to the extent the law allows. In particular, we cannot limit liability for death or personal injury caused by negligence. Please ask if you would like us to explain any of the terms above.

Regulated & Non Regulated Services

Paul Berg & Taylor is authorised and regulated by the Solicitors Regulation Authority, Ipsley Court, Berrington Close, Redditch, B98 0TD (the SRA). This means that we are governed by a Code of Conduct and other professional rules, which you can access on the SRA's website www.sra.org.uk or by calling 0870 606 2555. Paul Berg & Taylor's authorisation and regulation number with the SRA is 68120.

You may receive services from Total Conveyancing Solutions in connection with a matter if it relates to property. Total Conveyancing Solutions host documentation and information from Paul Berg & Taylor at www.tcsonline.co.uk. Total Conveyancing Solutions is a separate business to Paul Berg & Taylor and it is not regulated by the SRA. Please ask if you would like us to explain any of the terms above.

Data Protection

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, and 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 advisers. Under

data protection legislation you have a right of access to the personal data that we hold about you. We may from time to time send you information that we think might be of interest to you. If you do not wish to receive that information please notify our office, preferably in writing. Please ask if you would like us to explain any of the terms above.

Charges and Expenses

Our charges are calculated by reference to the time spent by a fee earner and by other staff dealing with your matter. A Partner's charging rate is £250 per hour, and other fee earner's charges are £200 per hour, and all charges are subject to VAT at the current rate. Time spent is recorded in respect of meetings, discussions (including long telephone attendances), reading and working on papers, preparation of documentation, time spent travelling and waiting away from the office and other work progressing your matter, at the hourly rate above. If less than an hour is involved, we calculate the time spent in units of six minutes (one six minute unit equals 10% of the hourly rate). Please note that if it is necessary to travel outside the office on your business then mileage/car usage will be charged at £1/mile plus VAT. Telephone calls and letters (including emails and faxes) are treated differently - routine telephone calls (made and received) are recorded in units of 6 minutes, and short and routine letters written, including emails sent are counted as 6 minutes each. Consideration of short letters and emails received are charged at 6 minutes. Otherwise longer letters, email and telephone calls are charged on an actual time spent basis.

Our charging rates have to be reviewed periodically to reflect increases in overhead costs and inflation, and normally the rates are reviewed annually on 1 January. If a review is carried out before matters have 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 and any particular specialist expertise demanded by your particular matter. In such cases, an increase in the rates may be applied to reflect such factors and we will always notify you in advance if any such increase is proposed.

It is sometimes difficult at the outset of a transaction to say how much work will be involved but the likely charges are confirmed to you in a costs information package sent out in connection with residential conveyancing matters and set out fully in writing at or as soon as is practicable after the onset of any other matter. These charges will be the anticipated charges

to complete the matter you have asked to act upon and the figures are based on the information given to us by you and which is currently available to us. That information forms our understanding of what work will be required. We will let you know if it becomes apparent that the practice will have to spend substantially more time on your matter than we have estimate at the onset, or if we are instructed to undertake further work for we need to make additional charges, and in which case, we will provide you with an estimate. Those additional charges will be notified and accompanied by the reason why they will apply and in addition we provide you with details of costs for dealing with a range of additional work in connection with any conveyancing transaction. If you are selling or buying a property costs are detailed at the onset on the basis that there will be no individual, title or property related matters that come to light requiring resolution before the matter can proceed.

If a matter does not proceed to completion, then we are entitled and you agree to pay us for the work that we have undertaken on a pro-rata basis, and therefore we will invoice you for our costs based on that work undertaken. If a matter does proceed to completion or if we otherwise receive monies for you or on your behalf, we are at liberty to deduct our costs before sending those monies on to you.

You are at liberty to set an upper limit for costs over which we will not carry out further work on your behalf without further instructions.

Bills should be paid within 28 days. We may charge interest on overdue bills at 5% over the base rate of the Bank of England and may cease acting for you if an interim bill remains unpaid after 28 days or if our reasonable request of a payment on account of costs is not met.

You have the right to challenge or complain about our bill. Please see the Communications section below for details of how to complain about our bill. The procedure for challenging a bill varies depending on whether it relates to a matter involving court proceedings. When we send you a bill, we will explain the relevant procedure for challenging it. We can keep all your papers and documents while there is still money owed to us for fees and expenses. In the event of any bill not being approved for settlement (or not settled if we do not hold funds ourselves) we must reserve the right to decline to act any further until payment is made, and that the full amount of work carried out will be a debt due. We reserve the right to charge interest at 4% above Royal Bank of Scotland plc base rate from the date of delivery of our account if settlement is not made within 28 days of delivery. Please ask if you would like us to explain any of the terms above.

Additional Expenses

Other expenditure may be necessary in dealing with the transaction and such payments are often referred to as disbursements. We have no obligation to make such payments on your behalf unless you have provided us with funds for that purpose or we have agreed some method of financing the payments. We will confirm this additional expenditure to you either at the onset of a matter or if they are not then known, at the earliest opportunity. Please ask if you would like us to explain any of the terms above.

Interest

Please note that where we have requested money on account from you or have received funds on your behalf, this money may be used in full or partial reimbursement of amounts paid on your behalf or costs notified to you. When applicable interest will be due to you in respect of deposits held on your behalf, for example pending distribution or completion. Generally, we make a nominal charge of up to £50 plus vat for dealing with and recording the interest calculations. Please ask if you would like us to explain any of the terms above.

Arrangements for Updating Cost Information

It is our practice to keep you updated at regular intervals, not less than six monthly, of the current position with regard to costs incurred, including disbursements. When reasonable to do so, we reserve the right to deduct costs accrued and to submit bills at intervals during the transaction. This keeps you informed about charges and enables you to budget for costs as the matter progresses. Costs will be payable by you unless we have confirmed to the contrary. Please ask if you would like us to explain any of the terms above.

Level of Risk

In all work undertaken we carry out an initial assessment of risk and based on the current information held, the level of risk will be considered normal for your matter unless we advise you to the contrary. Please ask if you would like us to explain any of the terms above.

Storage of Papers and Documents and Photocopying

After completing work, we are entitled to hold all and not release any papers and documents while there is money owing to us for charges and expenses. Otherwise at the conclusion of a case and having returned appropriate personal documentation to you, we will make arrangements for the file to be stored. There is a charge for recovery of the file from the archivers and this service is capped at £50.00 plus VAT for a file unless it is large and in which case an increased level of fees will apply depending upon the size of the file. We will not destroy any documents such as deeds and other documents held for a period of 6 years from conclusion of the file (usually completion or a distribution of funds) and if in this period we retrieve papers or documents from storage or need to make copies from electronically scanned records at your request, we will charge for such retrieval capped at £50 plus vat. However, we do reserve the right to make a higher charge based upon the time spent for producing stored papers or documents or electronically scanned records if justified and these costs are charged based on the extent of the retrieval work required. We may also charge for reading, correspondence or other work necessary to comply with your instructions after the completion of a matter and for photocopying documentation on your behalf. The present charge is 20p per sheet plus VAT. The cost is reduced if bulk photocopying is undertaken e.g. for 500 sheets the charge is 15p per sheet plus VAT. If your matter relates to a property purchase transfer or remortgage, we will send relevant documentation to you after completion and registration. There is a standard charge of £50 plus vat for this service and we send paperwork by recorded delivery to ensure security. Please ask if you would like us to explain any of the terms above.

Financial Services and Insurance Contracts

If, during this transaction you need advice on investments, we will refer you to a party authorised by the Financial Services Authority, as we are not authorised to give that advice. However, as we are regulated by the Solicitors Regulation Authority, we may be able to provide certain limited investment services where there are closely linked to the legal work we are doing for you, for example in connection with indemnity insurances. Please ask if you would like us to explain any of the terms above.

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 and 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. Please ask if you would like us to explain any of the terms above.

Money Laundering Precautions

Like all firms of solicitors, as well as banks, building societies and others, we are required by law to apply procedures to guard against the risk of money laundering. It will help us to avoid any problems with your legal work if you bear this in mind. We are required to carry out identification checks and we will 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 need to obtain formal evidence of your identity. This will be necessary even though we have acted for you before, or even if you are known personally to a member of staff, and therefore it will assist if you are able to let us have this evidence straight away. Normally the evidence we would ask for is your current photo card driving licence, correctly showing your current address, or your passport, and an item of evidence to prove your address, such as a utility bill, recent council tax demand or bank statement no more than 3 months old.

If you cannot provide such evidence tell us and we will advise what alternative evidence may be acceptable, and please do not send us any funds until the identification procedures have been carried out. If appropriate, we may use electronic identification service providers to confirm your identity, and that of any beneficial owners but there will be a nominal charge for this service payable to the provider. Our office procedures are to initiate that electronic identification service if we have not seen you at our office within 7 days of your confirmation of instructions and with the originals of the ID paperwork requested, but this period could be less if the circumstances relating to your particular case require this step to be undertaken more quickly. The charge per ID check is £6 for an individual and £10 for a limited company, plus VAT. We will still need to see the current photo card driving licence, correctly showing your current address, or your passport, and an item of evidence to prove your address, such as a utility bill, recent council tax demand or bank statement no more than 3 months old but not necessarily accompanied by your attendance at the office. Please ask if you would like us to explain any of the terms above.

Confidentiality

We are under professional and legal obligations to keep the affairs of our clients confidential. This is now subject to a statutory exception as legislation on money laundering and terrorist

financing has placed us under a duty in certain circumstances to disclose information to the Serious Organised Crime Agency. If 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 that happens we may not be able to inform you that a disclosure has been made nor the reasons for it because the law prevents us from doing so.

There are a few further exceptions to the confidentiality rule – this practice may be subject to audit or quality checks by third party organisations, and sometimes we may outsource work for example to counsel or to an accountant. Further the practice may be obliged to abide by various protocols introduced by the Law Society and be under professional obligations to keep another solicitor or party involved with your transaction informed of your circumstances and progress in a transaction. This will apply in the case of residential conveyancing and if there is a matter which you feel should override any such obligation, you should let us know and so that we can discuss the matter with you.

However, please note the position detailed below relating to your funds in the event that we make a disclosure to help protect your funds and that we cannot guarantee the security of information communicated by email or mobile phone. Unless we hear from you to the contrary, we will assume that you consent for us to use these methods of communication.

Subject to the above we will not reveal confidential information about your matter. Please ask if you would like us to explain any of the terms above.

Our Client Account and the Destination and Distribution of Funds.

Where we are to pay money out to you we will normally do so by cheque in your favour, or into an account in your name electronically. Funds transferred electronically are subject to a fee of £40 plus vat, and in respect of the administration of that payment. Generally we do not send cheques for large sums of money via the post for security reasons.

In the light of the present banking situation, we must also advise you of the circumstances surrounding any monies that you send to us. Such monies are held in our “Client Account” unless they are attributable to costs owed to this firm. Our Client Account is held at Royal Bank of Scotland PLC. In the event of the failure of that Bank we will not regard ourselves as liable for losses resulting from its failure and will accept no liability for the Bank’s collapse and any subsequent losses to our clients in respect of monies held in our Client Account. You should be aware that compensation for loss of deposit funds under the

Financial Services Compensation Scheme (“FSCS”) is limited to £85,000 and if you hold other personal monies in this Bank the limit remains at £85,000 in total. You should also be aware that a deposit taking institution can have several brands and the same institution can trade under different names. All clients should therefore check with their bank or the Financial Services Agency or their own financial adviser for more information in this regard.

In the event of a bank collapse, we may need to contact the FSCS with details of all clients whose money is held in our Client Account and the amount in that account to which each client is entitled, as part of a claim under the FSCS and subject to your consent, we will need to give certain client information to the FSCS to help them identify you and the amounts held from you in our Client Account. Unless you confirm otherwise, we will take it that you will be prepared to give us your consent.

We have a policy relating to the depositing of cash with this firm. If you try to avoid this policy by depositing cash directly with our bank, we may decide to charge you for any additional checks we decide are necessary to prove the source of the funds. Where we have to pay money to you, it will be paid by cheque (if we deem that secure) or by bank transfer but not paid in cash or to a third party. Please ask if you would like us to explain any of the terms above.

Communications Between You and Us

We will aim to communicate with you by letter telephone fax or e-mail unless you instruct us otherwise and we will communicate with others when appropriate by e-mail or fax but 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 we think may be of interest to you.

In the event of a complaint against the practice, an individual within the practice or about a bill you have received from us, you should raise the concern in the first place with the person dealing with the particular matter and the supervising partner, whose name is notified to you at the outset of the transaction. Your complaint should be in writing and explain what action you are asking us to take and if you feel that your problem has not been resolved, you should contact the senior partner David Taylor (or if the complaint is about him, contact Paul Berg), by telephoning or writing to him. The partner will then work with you to resolve your

complaint. A full copy of the practice's complaints procedure is always available on request and will be sent to you in the event of a complaint being received.

If the complaint is still not resolved at the end of our complaints process you have the right to refer your complaint to the Legal Ombudsman at PO Box 6806 Wolverhampton WV1 9WJ or by telephone on 0300 555 0333 or via the Legal Ombudsman's website at www.legalombudsman.org.uk. 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 or within a year of the act or omission about which you are complaining (or you becoming aware of it).

The Legal Ombudsman deals with complaints by consumers and very small businesses. This means that some clients may not have the right to complain to the Legal Ombudsman, e.g. charities or clubs with an annual income of more than £1 million, trustees of trusts with asset value of more than £1 million and most businesses (unless they are defined as micro-enterprises). This does not prevent you from making a complaint directly to us about the service you have received or about the bill. Please ask if you would like us to explain any of the terms above.

Equality and Diversity

We are committed to promoting equality and diversity in all our dealings with clients, third parties and employees. Please contact us if you would like a copy of our equality and diversity policy.

Future Instructions

Unless otherwise agreed, these Terms of Business will apply to all future instructions you give us on this or any other matter.

Paul Berg & Taylor 05/13