

FURTHER TERMS AND CONDITIONS OF BUSINESS

(NOTE: This is a standard document and not all the information will necessarily be relevant to every client)

1. Proceeds of Crime Act 2002

Upon accepting your instructions to act on your behalf, we are bound by duties of confidentiality not to disclose to third parties information relating to you and your affairs. However, due to recent changes in the law regarding the prevention of money laundering and other criminal activity (Proceeds of Crime Act 2002) circumstances exist whereby the duty of confidentiality may be overridden. Such circumstances include where we suspect that either you or someone connected to you has benefited financially from a criminal act or where we suspect that you or someone connected to you is concealing or disposing of money or property of any kind that may have been obtained unlawfully. In such circumstances, we are obliged by law to disclose our suspicions to the relevant authorities without advising you that we have done so. We may have to stop working on your matter for a period of time and may not be able to tell you why. Although recent case law has reduced this obligation considerably you still need to be aware of our possible obligations in this respect.

2. Client Identification

Following on from the previous paragraph it is now a requirement we positively identify all our clients and make a record of having done so on their file. We do this by means of an online search for which we require your full name, your date of birth and your full address together with your previous address if you have not lived at your current address for at least 12 months. By instructing us to act on your behalf you authorise us to make this search. We make a charge of £5.00 plus VAT for this search.

In the event however that the online search does not produce the appropriate confirmation then we will ask you for the more conventional form of identification ie by way of passport or photocard driving licence and a copy utility bill or similar showing the current residential address.

3. Special Arrangements

We may agree different terms with you, for example, that the majority of costs will be paid at the end of the case from the proceeds of sale of a house or from a lump sum you might receive in settlement. In that case we will still render bills monthly (so you know where you stand) but will not expect payment within 14 days. These arrangements will be discussed between us (usually at the outset of a case) and recorded in a separate letter. They could however arise and be put in place at any stage of the case.

4. Disbursements/Expenses

These are payments we have to make to third parties i.e. Court fees, medical report fees, process servers, barristers etc. Usually we will require them to be paid immediately (and often in anticipation) and they will not be left until the end of the case. Sometimes we can defer barrister's fees until the end of the case on the same terms as in paragraph 3 above.

5. Interest

If we agree to wait for payment of our fees then we are effectively funding your case and therefore interest will be charged from the date of each account to reflect our "carrying of the matter" although the interest will not be paid until the end of the case. Interest will be charged at 4% above the Barclays Bank base rate applicable for the duration of the outstanding account (or the Court rate of 8% whichever is the higher).

6. Other funding

It may be possible for you to obtain a bank loan for the payment of fees. We also accept credit and debit card payments. This method is often used to pay disbursements and expenses. It may also be possible to borrow from a relative or a friend and many people do so.

7. Cash Payments

As a result of the strict obligations we have in respect of potential money laundering please note that we will not accept **cash** payments for any purpose over £500.

8. Court Assessment

If you object to the amount of your bill and we cannot resolve matters between us, then you have the right, under part II of the Solicitors Act 1974 to apply to the Court for assessment of the bill.

9. Equality and Diversity

Dutton Gregory is committed to promoting equality and diversity in all of its dealing with clients, third parties and employees. Please see details of our policy published on our website.

10. Data Protection

We use the information you provide for 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 we hold about you. We may from time to time send you information which we think might be of interest to you. If you do not wish to receive that information please notify our office in writing.

11. Storage of Documents

After completing the work we will be entitled to keep all your papers and documents whilst there is still money owed to us for fees and expenses.

We will keep our file of papers for up to 6 years except those papers you ask to be returned to you. We keep files on the understanding that we can destroy them after 6 years after the date of the final bill.

We will not destroy documents you ask us to deposit in safe custody.

If we take papers or documents out of store in relation to continuing or new instructions to act for you we will not normally charge for such retrieval.

However, we may charge you both for:

- (a) time spent producing stored papers that are requested by you or another party on your behalf
and
- (b) reading correspondence or other work necessary to comply with your instructions in relation to the retrieved papers.

The charge shall be £25.00 plus VAT as a minimum.

12. Terminating the Retainer

You may end your instructions to us in writing at any time, but we can keep all your papers and documents whilst there is still money owed to us for fees and expenses.

We may decide to stop acting for you only with good reason, eg if you do not pay an interim bill or there is a conflict of interest. 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 to that point. These are calculated on an hourly basis plus expenses as set out in our Terms and Conditions.

13. VAT Number – Insurance - Interest

- (a) Dutton Gregory's VAT number is 188056436
- (b) Our professional indemnity insurer is International Insurance Company of Hannover Limited and covers all transactions
- (c) Any money on your behalf will be held in our client account. Interest will be calculated and paid to you at the rate set by Barclays Bank PLC on Solicitors Client Accounts from time to time. That may change from time to time. The period for which interest will be paid normally runs from the date(s) when funds are received by us until the date(s) the cheque is issued to you. The payment of interest is subject to certain minimum accounts and periods of time set out in the Solicitors Accounts Rules 1998.

Please note: Interest is not due on money received on account of costs and disbursements (however long the money is held) except in circumstances where a refund becomes due and then is still subject to the minimum amounts referred to above.

14. Providing Exempt Financial Services

We are not authorised by the Financial Conduct Authority. If, while we are acting for you, you need advice on investments we may have to refer you to someone who is authorised to provide the necessary advice.

However, we may provide certain limited investment advice services where these are closely linked to the legal work we are doing for you. This is because we are members of the Law Society of England and Wales which is a designated professional body for the purposes of the Financial Services and Markets Act 2000.

The Solicitors Regulation Authority is the independent regulatory arm of the Law Society. The Legal Ombudsman is the independent complaints handling arm of the Law Society. If you are unhappy with any investment advice you receive from us you should raise your concerns with either of those bodies.

15. Legal Costs Recovery (Litigation matters only)

- (a) I should also explain that at the conclusion of this matter and in the event that you are successful, it may be that you will be entitled to the payment of your costs by some other party. However, it is rare for the system of "assessment of costs" as it is known to result in the other party having to pay anything like the full amount of your costs. This is a complex subject which I shall be happy to explain further if you wish. In family cases costs awards are comparatively rare.
- (b) In some cases the other party may be entitled to recover their costs from you. This would be by Court Order. At any time where this may occur I will discuss the issue fully with you so that you are aware of the potential risks.

- (c) In appropriate cases we will discuss at the outset (or in the course of the retainer) whether existing or specially purchased insurance may be available to cover your potential liability for another party's costs.

16. Notice of Intention to Act in Person (Litigation Matters Only)

If applicable I enclose with this letter a notice headed "Notice of Intention to Act in Person". This notice will be required in the event that at some point during the course of the case you decide that you wish to act for yourself and no longer use our services. This sometimes applies where, for example, the litigation becomes too expensive or the issues become simpler and you can deal with them yourself. In such cases both the Court and the other party need to be notified that you act for yourself and that you will receive documents and correspondence at your nominated address. It is therefore administratively convenient for us to retain such a document on our file so that in the event of you taking over the matter yourself we simply file it at Court and with the other party. Please therefore sign and return the Notice when you return these terms and conditions.

17. Our Complaints Procedure

- First Step** If you have any cause for complaint during the course of the case then please raise it with the fee earner acting for you immediately. It is to be hoped matter can be resolved between you both at that stage.
- Second Step** If the complaint cannot be resolved with the fee earner then you may refer the matter to the Partner supervising the work whose name will have been given to you.
- Third Step** If the supervisor is the Partner you are dealing with or if the supervising Partner cannot resolve your concerns then the procedure is for you to raise the issue in writing with Andrew Kirkconel, Complaints Handling Partner, Trussell House, 23 St Peter Street, Winchester, SO23 8BT.
- Fourth Step** If you are still not satisfied with our handling of your complaint you can ask the Legal Ombudsman at PO Box 6806, Wolverhampton, WV1 9WJ, telephone 0300 5550 333 (www.legalombudsman.org.uk) to consider the complaint. Please note the referral to the Ombudsman must be within six months of the last contact we have with you on your complaint.

Please note:

1. We aim to deal with all complaints in full within eight weeks.
2. You will not be charged for our handling of your complaint.

18. Service Standards and Responsibilities

- I. Our standards of service to you will include:
 - (a) We will update you by telephone or in writing with progress on your matter regularly and at least every 6 weeks.
 - (b) We will communicate with you in plain language.
 - (c) We will explain to you by telephone or in writing the legal work required as your matter progresses.
 - (d) We will update you on the cost of your matter regularly and at least every 6 months.
 - (e) We will update you on whether the likely outcomes still justify the likely costs and risks associated with your matter whenever there is a material change in circumstances.

- (f) We will update you on the likely timescales for each stage of this matter and any important changes in those estimates.
- (g) We will continue to review whether there are alternative methods by which your matter can be funded (where appropriate).

II. Our responsibilities to you

- (a) We will review your matter regularly.
- (b) We will advise you of any changes in the Law relevant to your case/transaction.
- (c) We will advise you of any circumstances and risks of which we are aware or consider to be reasonably foreseeable that could affect the outcome of your matter.

III. Your responsibilities to us

- (a) You will provide us with clear, timely and accurate instructions.
- (b) You will provide all documentation required to complete any action or step in a timely manner.
- (c) You will safeguard any documents which are likely to be required for discovery or production.

19. Marketing Fees

Some clients are introduced to the firm by third parties through a marketing scheme

In the event that you have been introduced to us in this way we will disclose to you:

- (a) That we have a financial arrangement with the introducer
- (b) There is not a specific fee allocated to your introduction but we pay a sum of money each month for all such introductions
- (c) We are entirely independent of the introducer and you may ask us any appropriate questions you wish about the arrangement and
- (d) We will not disclose any information about you, or your matter, to the introducer unless you consent

20. Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013

If we have not met with you then the above Regulations apply to this file. This means you have the right to cancel your instructions within 14 days of receiving this letter. You can cancel your instructions by contacting us by post, fax or email 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 14 working days please:

1. Sign these terms and conditions.
2. Tick the box at the end of this paragraph marked "commence work now".

Commence work now

3. Return this document and the letter to this office by post, fax or email.

4. You have the right to cancel this contract within 14 days without giving any reason.
5. The cancellation period will expire after 14 days from the day of the conclusion of the contract (ie the date when you signed and returned the retainer letter).
6. You must inform us by a clear statement and for that purpose we have sent you, with our retainer letter, a cancellation form that you can use.
7. To meet the deadline it is sufficient for you to send the communication before the cancellation period has expired.
8. If you cancel we will reimburse to you, within 14 days, any money paid on account of our services subject to paragraph 9 below.
9. If you requested us to begin performance of our services during the cancellation period you shall pay us an amount calculated by reference to the hourly rate notified and the total sums arising (including VAT) shall be deducted from any reimbursement referred to in paragraph 8 above. In some cases there will be no reimbursement but a further sum due where the value of our services to the date of cancellation exceeds the sum paid on account.

21. Vetting of files and confidentiality

External firms or organisations (Law Society, Solicitors Regulations Authority, Legal Services Commission) may conduct audit or quality checks on our practice. These external firms or organisations are required to maintain confidentiality in relation to your file.

22. Client Monies

Until further notice any funds that we hold on your behalf at any time will either be deposited with Barclays Bank Plc in our undesignated client account or will be held on designated deposit account with Bristol and West (part of Bank of Ireland) or may be deposited with one or more other UK or Irish Clearing Banks. The nature of the account used is dictated by the Solicitors' Accounts Rules.

We are not in practice able to carry out any investigation into the creditworthiness of these banks that is likely to provide any information not already in the public domain.

Neither do we purport to recommend a particular bank or to choose them to hold client funds for any reason that implies any view taken by us of their financial strength. Accordingly by placing client funds with us you accept that we will not be liable in the event of any of your funds being lost due to bank default. If at any time you require us to return your funds or place your funds with another bank then you should let us know and we will, at our discretion, endeavour to meet your request subject to any reasonable time required and to your meeting any costs we incur. Any request to return funds would be subject to any express or implied agreement with you which entitles us to retain your funds under our control.