

Christopher Davidson Solicitors LLP Terms & Conditions of Business

Christopher Davidson Solicitors LLP is a limited liability partnership registered in England and Wales under number OC351476. We are authorised and regulated by the Solicitors Regulation Authority and the professional rules applicable to this firm can be viewed on the SRA website – <http://www.sra.org.uk/solicitors/handbook/intro/content.page>. Our key terms and conditions are set out below and should be read in conjunction with our letter of engagement or retainer letter that sets out specific terms relevant to the individual matter upon which Christopher Davidson Solicitors LLP are working for you. These terms may only be varied or excluded by written agreement. By signing and returning the accompanying letter of engagement or by providing instructions after receipt of the letter of engagement and/or these terms and conditions, by email or by other means, you agree to be bound by them.

1 Place and hours of business

- 1.1 We are located at 2 and 3 Oriel Terrace, Oriel Road, Cheltenham, Gloucestershire GL50 1XP. This is our registered office address.
- 1.2 Our normal hours of opening are 9.00am to 5.00pm Monday to Friday. It may be possible to arrange appointments outside these hours. Outside these hours facsimile or email messages can be sent or telephone messages can be left on our answerphone but please note that unless a prior arrangement has been made these will not necessarily be acted upon outside normal office opening hours.
- 1.3 We have confidential meeting rooms at our offices or by prior arrangement it may be possible to arrange appointments at your home or place of work.
- 1.4 We are VAT registered and our VAT registration number is 435 3540 64.

2 Basis of acceptance of instructions

- 2.1 Instructions will be accepted or declined in accordance with the Solicitor's Code of Conduct 2011, as amended.
- 2.2 You will be provided with a letter of engagement or retainer letter, which will inform you of the fee-earner with overall responsibility for your affairs, and, if different, any other persons with day to day conduct. We may allocate additional or other persons if we consider it appropriate in your best interests.
- 2.3 Unless you advise us otherwise, all communications will be sent to you at the address, fax or email that you initially provided. Unless you specifically tell us not to do so we may communicate with you by fax, email or letter and cannot be held responsible for any breach of confidentiality that may occur.
- 2.4 We must ensure that we have no conflict of interest in accepting your instructions. If we do have an actual or potential conflict of interest either at the start or during the continuation of the matter we may not be permitted to continue to act for you.

3 Service and responsibilities

- 3.1 We will:-
 - 3.1.2 review your matter regularly and update you with progress;
 - 3.1.3 communicate with you in plain language;
 - 3.1.4 explain to you the legal work required as your matter progresses;
 - 3.1.5 update you on the costs of your matter where appropriate;
 - 3.1.6 advise you of any circumstances of which we are aware that could affect the outcome of your matter.
- 3.2 You should:-
 - 3.2.1 provide us with clear, timely and accurate instructions;
 - 3.2.2 provide us with any relevant information or documents required for the transaction in a timely manner;
 - 3.2.3 notify us immediately of any change in your instructions from those originally given.

4 Costs and disbursements

- 4.1 We will give you the best information we can about the likely overall cost of a matter at the outset and at other appropriate times. If appropriate we will also discuss with you whether the likely outcome of the matter will justify the risks involved.
- 4.2 To give you the best information we can, we may:-
 - 4.2.1 agree a fixed fee;
 - 4.2.2 give a realistic estimate;
 - 4.2.3 give a forecast within a possible range of costs;
 - 4.2.4 explain why overall costs cannot be fixed or realistically estimated and instead give you the best information we can about the cost of the next stage of the matter.
- 4.2 If we agree a fixed fee with you, or if we provide you with a quotation, this will be on the basis of the information that you have provided to us at the outset, and if the matter becomes more complicated or lengthy as a result of information that was not made available to us, we reserve the right to re-evaluate the charges payable by you.
- 4.3 If we provide you with an estimate, we will review it from time to time. Any estimate should not be regarded as a fixed quotation.
- 4.4 If any part of our charges is based on the time we spend dealing with your instructions, the relevant hourly rate(s) of the fee earner(s) dealing with your matter will be notified to you in our letter of engagement. Time is recorded in units of 6 minutes for periods of 6 minutes or part thereof. Chargeable time includes meetings with you and others; time spent travelling; considering, preparing and working on documents; all correspondence and telephone calls.
- 4.5 We review our hourly charging rates from time to time, and if relevant to your transaction, we will notify you of any change as soon as possible. Following notification, time spent by any fee earner whose rate has changed will be charged at the revised rate.
- 4.6 Normal incidental business expenditure such as postage and telephone charges is included in our fees. We may charge for other expenses we incur on your behalf, such as exceptional typing requirements, couriers, overseas postage costs and bank charges.
- 4.7 VAT will be added to our charges at the rate that applies when the work is done.
- 4.8 You will also be responsible for all disbursements, i.e. expenditure incurred on your behalf. Examples of disbursements include counsel's fees, search fees, registration fees, stamp duty land tax and third party accounts. At the outset of the matter we will give you the best information we can regarding the likely disbursements you will incur.
- 4.9 Unless otherwise agreed, our charges and disbursements are payable whether or not any particular matter proceeds to completion.

5 Payment

- 5.1 Our charges are due for payment on delivery of our invoice and interest will be charged at 4% above the base rate from time to time of Barclays Bank Plc on any balance outstanding after 30 days.
- 5.2 You authorise us to deduct sums due to us from any monies held or recovered on your behalf.
- 5.3 We may ask for money on account of our charges which will be held by us pending delivery of an invoice.
- 5.4 We may also require you to pay to us disbursements in advance of them being incurred. This is the case in conveyancing matters in relation to search fees, stamp duty land tax, Land Registry fees etc. and in litigation matters in relation to court fees and counsel's fees etc.
- 5.5 Invoices will either be delivered at the completion of a transaction; when it is clear it has become abortive; or from time to time on account. Our retainer letter will notify you if payments on account are required.
- 5.6 You are entitled to object to our bill and apply for an assessment of the bill under Part III of the Solicitors Act 1974.

6. Client Care

- 6.1 We are committed to high quality legal advice and client care. If you are unhappy about any aspect of the service you have received (including our bill), you should initially raise your concern with the person dealing with your file. If you are unwilling to do this or feel the matter is too serious, you should contact our Client Care Manager, currently David Mason. You will be provided with a full copy of our written complaints procedure for resolving such issues.
- 6.2 You are entitled to ask the Legal Ombudsman at PO Box 6806 Wolverhampton WV1 9WJ (website – www.legalombudsman.org.uk, tel - 0300 555 0333, email enquiries@legalombudsman.org.uk) to consider a complaint. Normally, you will have to bring your complaint to the Legal Ombudsman within 6 months of receiving a final response from us about your complaint and 6 years from the date of the act or omission giving rise to the complaint or alternatively 3 years from the date you should reasonably have known there are grounds for complaint (if the act/omission took place before 6 October 2010 or was more than 6 years ago)..

7 Professional Indemnity Insurance

- 7.1 We maintain professional indemnity insurance in accordance with the Solicitor's Professional Indemnity Insurance Rules.
- 7.2 Cover is global and our insurers are QBE Insurance (Europe) Ltd Plantation Place 30 Fenchurch St London EC3M 3BD policy no. PISRQ014252

8 Limitation of liability

- 8.1 Our liability to you for a breach of your instructions shall be limited to £3,000,000 unless we expressly state a different amount in our engagement letter. 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 profits or opportunities. You agree that the limit of liability is fair and reasonable having regard to all the circumstances which were, or ought reasonably to have been known to you at the time of the engagement of our services.
- 8.2 We can only limit the liability of Christopher Davidson Solicitors LLP to the extent the law allows. In particular we cannot limit our liability for death or personal injury caused by our negligence.
- 8.3 If we are jointly or jointly and severally liable to you with any other party, whether or not you in fact claim against another party, we shall only be liable to pay you the proportion which is found to be fairly and reasonably due to our fault. We shall not be liable to pay you the proportion which is due to the fault of another party or for which another party would otherwise be liable.
- 8.4 You agree not to bring any claim in respect of loss or damage suffered by you out of or in connection with our services (including but not limited to delay or non-performance of our services) against any of our members or employees. This restriction will not operate to limit or exclude the liability of Christopher Davidson Solicitors LLP for the acts or omissions of any member or employee. It is agreed that any member or employee will have the right to enforce this clause pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 8.5 Please ask if you would like us to explain any of the terms above.

9 Outsourcing, Vetting of files and confidentiality

- 9.1 Sometimes we ask other companies or people to do typing/photocopying/other work on our files to ensure this is done promptly. We will always seek a confidentiality agreement with these outsourced providers. If you do not want your file to be outsourced, please tell us in writing as soon as possible.
- 9.2 External firms or organisations may conduct audit or quality checks on our practice. These external firms or organisations are required to maintain confidentiality in relation to your files.

10 Storage and destruction of papers

- 10.1 After completing the work, we will keep our file of your papers except those papers you ask to be returned to you. We will in any event be entitled to keep all your papers and documents whilst there is still money owed to us for fees and expenses.
- 10.2 We keep files on the understanding that we can destroy them 6 years after the date of the final bill and will in any event destroy them after 12 years. Files for matters that become abortive may be destroyed earlier at our discretion.
- 10.3 We will not destroy documents you ask us to deposit in safe custody. We provide a safe custody service in respect of wills or deeds for which no charge is currently made. We reserve the right on notifying you to make charges for such storage in the future.
- 10.4 If we take papers or documents out of storage in relation to continuing or new instructions to act for you, we will not normally charge for such retrieval. If retrieval is requested in other circumstances, we may charge you both for:-
 - 10.4.1 time spent producing stored papers that are requested; and
 - 10.4.2 reading, correspondence or other work necessary to comply with your instructions in relation to the retrieved papers.

11 Client money and Interest

- 11.1 Any money received on your behalf will be held in our client account.
- 11.2 In some circumstances we may be obliged to pay you interest on funds held on your behalf. Payment of interest is subject to certain minimum amounts and periods of time as set out in the Solicitors' Accounts Rules.
- 11.3 If interest is payable, it will be paid to you in gross (i.e. without deduction of tax) and in those circumstances it will be your responsibility to account to the Inland Revenue for tax (if any) due on this money.
- 11.4 The period for which any interest will be paid will normally run from the date(s) when funds are received by us and are cleared in our account until the date(s) on the cheque(s) or other payment issued to you.

- 11.5 We will not pay to you any sums of interest where the amount calculated amounts to £50 or less.
- 11.6 From time to time after the conclusion of a matter, small balances of your money may be left on your account for which you have not been accounted to. In circumstances where these amount to less than £50 and where we consider it impractical to pay these sums to you, you hereby authorise us to pay such sums on your behalf to a charity of our choosing.

12 Money laundering – client identification

- 12.1 The law requires solicitors to get satisfactory evidence of the identity of their clients and sometimes people related to them. This is because solicitors who deal with money and property on behalf of their clients can be used by criminals wanting to launder money.
- 12.2 To comply with the law we need to get evidence of your identity as soon as possible. Our practice is to arrange for you to complete a client identification form at the outset of any matter, which you must provide to us together with the identification documentation requested before we can undertake any work for you. In addition, we may perform an electronic money laundering identity check against you. If we do so we will charge a fee for undertaking the check, which will appear on your bill. The amount of the fee for undertaking the check is set out in our retainer letter.
- 12.3 If you cannot provide us with the specific identification requested, please contact us as soon as possible to discuss other ways to verify your identity.

13 Money laundering - disclosure

We are professionally and legally obliged to keep your affairs confidential. However, solicitors may be required by statute to make a disclosure to the National Crime Agency where they know or suspect that a transaction may involve money laundering or terrorist financing. If we make a disclosure in relation to your matter, we may not be able to tell you that a disclosure has been made. We may have to stop working on your matter for a period of time and may not be able to tell you why.

14 Financial Arrangements

- 14.1 Our policy is to only accept cash from clients up to £500 in any 28-day period.
- 14.2 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 consider necessary to prove the source of the funds.
- 14.3 Where we have to pay money to you, it will be paid by cheque or bank transfer, it will not be paid in cash or to a third party.

15 Financial services

- 15.1 If during the course of the matter upon which we are advising you, you need advice on investments, we may have to refer you to someone who is authorized by the Financial Conduct 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.
- 15.2 The scope of the contract, however, does not and will not include giving you advice on the merits of entering into any particular investments or policy of insurance. When providing our services we will assume that you have decided, or will decide, to negotiate and enter into any such transaction solely on the basis of your own evaluation of the same and any advice which you may receive from a person authorised under the FSMA.
- 15.3 We will not communicate, either to you or on your behalf to any other person, any invitation or inducement to engage in investment or insurance activity, and nothing we write or say should be construed as any such invitation or inducement.

16. Insurance Mediation

- 16.1 We are not authorized by the Financial Conduct Authority. However, we are included on the register maintained by the Financial Conduct 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. The register can be accessed via the Financial Conduct Authority website at www.fca.org.uk
- 16.2 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.

17 Banking

- 17.1 We are obliged by the Solicitors Accounts Rules to place money belonging to you or your lender in a bank account.
- 17.2 In the event of a bank collapse, you have recourse to the Financial Services Compensation Scheme up to a limit as set out from time to time ("the FSCS Limit"). We are not liable for any loss you may suffer as a consequence of a bank collapse.
- 17.3 The FSCS Limit applies to all funds you hold on all accounts in one bank. Our client account is held at Barclays Bank. If you hold other funds at Barclays, they have to be taken into account in the total FSCS Limit.
- 17.4 In considering whether you have funds at Barclays, bear in mind that banks sometimes use different brand names for different kinds of accounts.
- 17.5 You consent to our disclosing details of your client account to the FSCS in the event of a bank insolvency.

18 Data protection

- 18.1 We use the information you provide primarily for the purpose of provision of legal services to you and for related purposes including:-
- 18.1.1 updating and enhancing client records;
 - 18.1.2 analysis to help us manage or practice;
 - 18.1.3 statutory returns;
 - 18.1.4 legal and regulatory compliance.
- 18.2 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.

18.3 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.

19 Distance selling

19.1 If we have not met with you the Consumer Contracts(Information, Cancellation and Additional Charges) Regulation 2014 apply to your matter. This means you have the right to cancel your instructions to us within 14 working days of receiving your letter of engagement. You can cancel your instructions by contacting us by telephone, email, letter or fax to this office.

19.2 Once we have started work on your file you may be charged if you then cancel your instructions.

20 Termination

20.1 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.

20.2 We may decide to stop acting for you, but only with good reason, e.g. if you do not pay an interim bill, if a request for money on account has not been complied with promptly, if continuing to act would require us to be in breach of the law or the principles of professional conduct, or if there is a conflict of interest.

20.3 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 as set out in our letter of engagement and in these terms and conditions.

21 General

21.1 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.

21.2 We will not be liable to you or any third party if we are unable to perform our services as any result of any cause beyond our reasonable control. If any event should arise, we will notify you as soon as reasonably practicable.

21.3 Subject to clause 8.3 but notwithstanding any other provision, these terms of business will not confer on any third party the right to enforce any of them, or to enforce any letter of engagement, pursuant to the Contracts (Rights of Third Parties) Act 1999.

21.4 No forbearance, delay or indulgence by us in enforcing any of these terms and conditions shall prejudice or restrict our rights; nor shall any waiver of our rights operate as a general waiver of our future right to rely on and enforce any of these terms and conditions.

21.5 Your continuing instructions to this firm will amount to an acceptance of these terms and conditions. If any part of these conditions is held by any court or competent authority as invalid, the remainder of these conditions continue to apply.

21.6 Unless otherwise agreed and subject to the application of current hourly rates, or revised terms and conditions, these terms and conditions of business shall apply to any future instructions given by you to us.