

STITT & CO

SOLICITORS

11 Gough Square, London EC4A 3DE
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email: info@stitt.co.uk

TERMS OF ENGAGEMENT

1. Service Commitment

We aim to offer our clients quality legal advice with a personal service. We will endeavour throughout the matter to keep you regularly informed of progress, to communicate in plain language and to explain the legal work which may be required. We will advise you regularly of the costs/risk/ benefit of pursuing the matter and advise you of the likely timescale involved.

Should you wish to change your instructions at any time, you should let us know immediately.

Our normal hours of opening are between 9.00am and 6.00pm on weekdays.

Details of the professional rules applicable to the firm are available on request.

2. Hourly Rates

Hourly charge out rates are reviewed by the Firm in June and December of each year. Details of the rates prevailing from time to time are available upon request. The current charge out rates are:

- 2.1 Partner - £275-£500 per hour depending on seniority and type of work
- 2.2 Assistant Solicitor - £200 per hour
- 2.3 Trainee Solicitor - £150 per hour
- 2.4 Other Staff - £75 per hour

All rates are exclusive of VAT. Details of our VAT registration number are available on request.

3. Payment on Account

Upon receipt of instructions and from time to time after such instructions are accepted, the Firm may require prepayment of:

- 3.1 Estimated disbursements; and/or

3.2 Fees

4. Interim Invoices

4.1 It is the practice of the Firm to render interim invoices. The frequency of such accounts will be monthly or quarterly.

4.2 If and when an interim invoice is rendered, unless a statement to the contrary is made, the invoice will be prepared generally on account of work done to the date stated in the invoice.

5. Disputed Invoices

5.1 If you are not satisfied with the amount charged for work done, under the terms of Section 70, 71 and 72 of the Solicitors Act 1974 which summarises the position relating to solicitors remuneration and client's rights in litigation matters, you have the right to have the invoice assessed by the High Court. This means assessed by a costs judge who will certify a figure as being correct. The client will be liable for the costs incurred in the assessment unless the invoice is reduced by more than one fifth. Application to assess should be made within one month of the invoice date.

5.2 If you are not satisfied with the amount of the charge for work which does not involve court proceedings, you are entitled to have our charges reviewed by the Court (this is called Assessment). The procedure is set out in Sections 70, 71 and 72 of the Solicitors Act 1974.

5.3 We may charge interest on any unpaid bill. Interest is charged at the rate payable on judgment debts for the period of time from one month after delivery of our bill until eventual payment in full.

5.4 Should you wish to query the bill please either contact the Partner responsible for overall control of the matter or our accounts department. By quoting the reference particulars shown on the bill, our receptionist will be able to connect you quickly to the person dealing with the matter. If you are still dissatisfied, please ask for details of our Complaints Procedure.

6. Terms of Payment

All invoices must be paid within fourteen days of being rendered.

7. Interest

Interest at the rate of 1.25% per month is payable on all balances outstanding after fourteen days from the invoice date and shall continue to accrue after as well as before judgment.

8. Disbursements

All disbursements reasonably incurred in connection with the conduct of any matter or incurred upon your specific instructions will be charged as a separate item. These will include:-

- 8.1 Travel by car at 45p per mile;
- 8.2 Travel (other than by car) - the actual expenditure incurred in connection with travelling on your behalf;
- 8.3 In the event that any matter involves a fee earner in an overnight stay, the cost of hotel accommodation and subsistence;
- 8.4 In the event that any matter involves an absence by the fee earner of four hours or more from the office then subsistence may be charged if a meal is bought;
- 8.5 International telephone calls;
- 8.6 Photocopying at the rate of 20p per page A4 copy, 40p per page A3 copy, 50p per page A4 colour copy and £1.00 per page A3 colour copy;
- 8.7 Counsel's fees, agency fees, expert witnesses' fees, witness expenses, and the fees of costs draftsmen.

9. Client Account Interest

9.1 The Firm will, in accordance with Rules 23 to 25 of the SRA Accounts Rules 2011, pay you a fair rate of interest on monies kept in Client Account. Payment of interest will not be made until the relevant matter is concluded and the final bill submitted and paid and the file closed.

9.2 The Firm will not account to you for interest in accordance with 9.1 above unless, in each case, the amount of interest payable exceeds the sum of £20.00.

9.3 Where the Firm holds money as a stakeholder the Firm shall pay interest in accordance with Rule 22 of the SRA Accounts Rules 2011.

10. Tax Advice

Work which we carry out for you may involve tax implications or the consideration of tax planning strategies. Unless specifically agreed with you, we will assume that you will take separate tax advice on all issues (other than Stamp Duty Land Tax) and if such advice has an impact on the matter, then you must inform us as soon as possible, so that we can take advice which you have received into account.

11. File destruction

Following the conclusion of any matter the Firm will store the files and papers relating to that matter for a minimum of six years. Thereafter, in the absence of written instructions to the contrary from the client, the said files and papers may be destroyed (other than documents which are deposited with us for safekeeping). We do not charge for document storage but may charge a reasonable fee for retrieving documents and dealing with queries which you request us to deal with on your behalf.

12. The Consumer Protection (Distance Selling) Regulations 2000

In circumstances where the above Regulations apply (generally where your initial instructions were given by telephone, letter, fax or email) and you have requested us to start work immediately, then you are advised that unless otherwise agreed, if work has already begun,

you do not have the benefit of the rights of cancellation set out in the Regulations. However, this does not affect your right to terminate your instructions to us in the usual way, subject to the payment of any costs incurred in accordance with the terms in the clause below.

13. Termination of Instructions

- 13.1 You may withdraw your instructions at any time by written notice to the Firm.
- 13.2 The Firm may decline to act further in any matter by giving 7 days written notice, if you are in breach of these terms or the Firm otherwise has good reason
- 13.3 The Firm may retain your files until any outstanding costs are paid in full.

14. Complaints Procedure and Professional Indemnity Insurance

In the event that you wish to raise a query concerning the conduct of any matter, you are requested, in the first instance, to raise such query with the fee earner having conduct of the matter; if, thereafter, the query is not resolved to your satisfaction, you are requested to submit the query in writing to the senior partner who will investigate the query.

We will supply you on request with a copy of our Complaints Procedure. You will not be charged for the cost of handling your complaint.

If you are not satisfied with our handling of your complaint you can ask the Legal Ombudsman at PO Box 6806 Wolverhampton WV1 9WJ (0300 555 0333) to consider the complaint. 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.

We can supply you on request with details of the firm's professional indemnity insurance

15. Equality and Diversity

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

If you have any specific needs or requirements which will better facilitate your ability to instruct us or to receive advice or services from us, then please let us know so that we can consider with you what reasonable adjustments (the cost of which we will bear) may be necessary.

16. Litigation

There are a number of specific points that apply when involved in litigation (including arbitration) whether as Claimant or Defendant:-

- 16.1 You are responsible for paying the Firm's account even if the Court orders another party to contribute towards your legal costs.
- 16.2 The Court has a wide-ranging discretion to determine which party(ies) should bear the cost of the proceedings and in what proportion. Usually an unsuccessful litigant is ordered to pay all or part of the successful litigant's costs. The Court can order an immediate payment of costs at any stage in the proceedings. A Court may order a successful party to pay costs to another party in respect of issues decided in that party's favour. A Court Order is no guarantee of payment.
- 16.3 Even if the action is successful there will be costs payable to the Firm over and above anything recovered from the other side. Where the opposing party is legally aided it is most unlikely that any costs will be recovered.
- 16.4 The Firm will charge for work done in connection with recovery of costs whether or not successful.
- 16.5 If the action is unsuccessful, you will be liable to pay the Firm's fees and disbursements and, if the Court so orders, the costs of the successful party.
- 16.6 If you have legal fees insurance, it should be noted that insurers rarely pay bills before completion of the case, and you will remain liable to pay the Firm's invoices when rendered during and at the end of the case whether or not insurers pay. Legal insurance may cover only a limited amount per hour. You will be charged for all time spent dealing with insurers; costs so incurred

are likely to be irrecoverable as part of costs awarded as described in 16.2 above and are unlikely to be recoverable from insurers.

16.7 If you withdraw an action, the other party is entitled to have an order for costs made by the Court.

16.8 Tribunals rarely make cost orders against unsuccessful parties. Thus, each party has to bear its own costs irrespective of the result.

17. E-mail Communications

If you have the necessary facilities, the Firm will use, where appropriate, email for communication with you unless you tell us not to. There are some specific points of which you should be aware:-

17.1 Communications over the Internet are not secure. You must identify what should not be sent over the internet.

17.2 Viruses or other harmful devices may be spread over the Internet. We take reasonable precautions to prevent these problems by use of a fire wall and virus checking software.

18. Data Protection

18.1 We are committed to protecting your privacy and will handle any information which you provide to us in accordance with the Data Protection Act 1998 and any other relevant laws of the United Kingdom. We will not release the information we hold about you, unless required to do so by law.

18.2 In instructing us you authorise us to disclose to the other parties in the transaction and, if applicable to all other parties in the chain of transactions and their agents and advisers, all information which we have in relation to your involvement in the transaction including any related sale or mortgage and other financial arrangements and wishes as to dates for exchange and completion. You may (but only in writing) withdraw this authority at any time but if you do so you should appreciate that we will inform the other party or parties and their agents or advisers that this authority has

been withdrawn.

18.3 From time to time we may be required to produce all or part of files containing information about you as part of an audit check.

19. Regulatory Status and Insurance

We are recognised and regulated by the Solicitors Regulation Authority as being suitable to provide legal services. Our Solicitors Regulation Authority Firm Number is 00055928.

We are not authorised by the Financial Services 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.

We are also included on the register maintained by the Financial Services Authority so that we may 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 Services website at www.fsa.gov.uk/register.

The Law Society of England and Wales 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. If you are unhappy with any insurance advice you receive from us, you should raise your concerns with either of those bodies.

20. Money Laundering

20.1 Proof of Identity

The Money Laundering Regulations 2007 now require solicitors, as well as banks, building societies and others, to obtain satisfactory evidence of the identity of their client. This is because solicitors who deal with money and property on behalf of their client can be

used by criminals wishing to launder money. 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 also need to obtain identity information about people related to you (where relevant, e.g. if they are beneficial owners) and at times to verify that information. In addition we are required to continue to monitor the transaction and keep identity information up to date.

20.2 Confidentiality

Solicitors are under a professional and legal obligation to keep the affairs of the client confidential. However, this obligation is subject to a statutory exception: recent legislation on money laundering and terrorist financing has placed solicitors under a legal duty in certain circumstances to disclose information to the National Crime Agency. Where a solicitor knows or suspects that a transaction on behalf of a client involves money laundering, the solicitor may be required to make a money laundering disclosure.

If, while we are acting for you, it becomes necessary to make a money laundering disclosure, we may not be able to inform you that a disclosure has been made or of the reasons for it. We may have to stop working on your matter for a period of time and may not be able to tell you why.

20.3 Whilst acting for you, it may be necessary for us to make enquiries regarding the source of any monies to be used during the course of a transaction being dealt with on your behalf.

20.4 Cash

The Firm's policy is:

- a) not to accept cash from clients; or
- b) to only accept cash up to £250.

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.

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.

These Terms of Engagement set out in general terms the basis on which we provide services to you as our client. Specific terms which apply to any matter which you instruct us to handle for you will be set out in a separate letter. In relation to any specific matter therefore, these Terms of Engagement and that separate letter must be read together. Unless we otherwise agree, these Terms of Engagement shall apply to any future matters on which you instruct us, subject to any revised charging rates or other specific revision of these Terms of Engagement.

The above terms are agreed.

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Client signature

Name:.....

.....
Client signature

Name:.....

Dated:.....

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