

Client Name:

Re:

Date:

TERMS AND CONDITIONS

**GELBERGS LLP
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TERMS AND CONDITIONS

1. Our aim

We aim to offer our clients quality legal 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.

2. 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.
- **ADVISE YOU** if legal aid might be available to you.
- **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 legal 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.

3. Equality and Diversity

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

4. Our hours of business

The normal hours of opening at our offices are between 9.30 a.m. and 5.30 p.m. on weekdays. Messages can be left on the answer phone outside those hours and appointments can be arranged at other times when this is essential.

5. Limiting Liability

Our liability to you for a breach of your instructions shall be limited to £9,000,000.00, unless we expressly state a higher amount in the letter accompanying these terms of business. 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.

We can only limit our liability to the extent the law allows. In particular, we cannot limit our liability for death or personal injury caused by our negligence.

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

6. Charges and expenses

Our charges will either be based upon a quote given to you or will be calculated mainly by reference to the time actually spent by the solicitors 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 by email and post, telephone calls, preparation of any detailed costs calculations, and time spent travelling away from the office when this is necessary.

6.1 Quote

If we have quoted a fixed fee for the work we are doing for you then this will be shown clearly in the letter which accompanies these Terms.

This quote will be adhered to by us unless the transaction proves to be unexpectedly complicated or protracted in which case we may have to agree with you a revised fee. Any such amendment to our initial quote will always be agreed with you in advance.

6.2 Fees charged on a time basis

Even if we are working on a time basis you are entitled to have an indication as to the likely final costs. It may be that this will be impossible to calculate at the start of your instructions to us but we will endeavour to let you have an indication of cost to the next major stage of your matter. The letter which accompanies these Terms will set out the estimate of fees.

Routine correspondence sent and received is charged as six minute units and we charge for the time spent on other work in six minute units. This means that for example, Carol Kilgore would charge £26 for each routine letter or email and for each six minute unit of work in preparing correspondence and documents, attending and advising you, attending meetings and hearings and in telephone calls, etc.

The current hourly rates are set out below. We will add VAT to these at the rate that applies when the work is done. At present, VAT is 20 per cent.

FEE EARNERS

Fee Earner	Grade	Hourly Rate
Graeme Taylor	A	£295.00
Russell Shapiro	A	£270.00
Sheldon Henry	A	£270.00
Emmajane Taylor-Moran	A	£260.00
Carol Kilgore	A	£260.00
Nikki Smith	B	£245.00
Jane Johnson	B	£230.00
Priya Sejjal	C	£210.00
Natasha Brand	D	£175.00
William Hollins	D	£175.00

These hourly rates are reviewed periodically to reflect increases in overhead costs and inflation. Normally the rates are reviewed with effect from 1st 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 that the case may demand. In particular, in property transactions, in the administration of estates and in matters involving a substantial financial value or benefit to a client, a charge reflecting, for example, the price of the property, the size of the estate or the value of the financial benefit may be considered. It is not always possible to indicate how these aspects may arise but on present information we would expect them to be sufficiently taken into account in the rates which we have quoted. Where a charge reflecting any value element is to be added we will explain this to you.

If a partner of the firm is appointed as Executor of an estate we will charge an additional fee of between 1% and 2% of the gross value of the estate to reflect the responsibilities involved in so acting.

If we need to make a payment on your behalf through the banking system, we will

charge £40.00 plus VAT for a CHAPS (same day) transfer and £10.00 plus VAT for a BACS (3 working day) transfer. Please note that this cost includes the averaging of an annual fee charged to us by our Bankers for being able to operate the system as well as a small element of profit costs for dealing with the additional work involved in attending to such payments.

6.3 Payments made on your behalf

Solicitors have to pay out various other expenses on behalf of clients ranging from Land or Probate Registry fees, tribunal fees, court fees, Companies House fees, experts' fees, counsel's 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". Details of anticipated disbursements will be listed on our covering letter. Should further disbursements be required during the transaction, we will seek your approval before they are incurred.

6.4 Abortive costs

If, for any reason, this matter does not proceed to completion, we will be entitled to charge you for work done and expenses incurred.

7. Payment arrangements

- **Property transactions:** We will normally send you our bill following the exchange of Contracts and payment is required on a purchase prior to completion; and at completion on a sale. If sufficient funds are available on completion, and we have sent you a bill, we will deduct our charges and expenses from the funds.
- **Administration of estates:** We reserve the right to submit an interim bill at regular stages during the administration, starting with the obtaining of a grant. The final account will be prepared when the estate accounts are ready for approval.
- **Other cases or transactions:** It is normal practice to ask clients to pay sums of money before we commence work and again 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 per cent over NatWest Bank PLC's base rate from time to time from the date of the bill in cases where payment is not made within 7 days of delivery by us of the bill.

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.

8. Receipt of money and source of funds

Please note that due to the requirements of the Money Laundering Regulations 2007 we will not be able to accept cash in excess of £500 for any one transaction although we reserve the right to insist that all payments are made by cheque or bank transfer.

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.

We are happy to accept funds by way of a Bankers Draft but in such circumstances we will require confirmation that the funds have come from your personal/business account. You will need to provide either an appropriate bank statement or a letter from your bank.

If monies are received from you or a third party by BACS transfer whether for this firm's fees or for any other purpose, the funds will not be treated as cleared funds until the working day after the day of receipt.

In order to comply with Money Laundering Regulations we may require you to satisfy us as to the source of any monies which you send to us.

9. 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. If you are successful and a Court orders another party to pay some or all of your charges and expenses in the first place, any amounts which can be recovered will be a contribution towards our costs. If the other party is in receipt of legal aid no costs are likely to be recovered although 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 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.

Please note that in employment tribunal matters, parties will only recover their costs from the other party in exceptional circumstances and only to a very limited extent. The usual situation is that each party bears their own costs in the employment tribunal.

In cases where an employer is contributing a sum towards your legal costs for advising on a settlement agreement for example, or other settlement, then you are primarily liable for all of

your legal costs notwithstanding any agreed employer contribution. If the employer later fails to pay, then we reserve the right to obtain payment from you.

We confirm that we have discussed with you how you will pay our costs, including whether you are eligible and should apply for public funding and whether any other form of funding may be available to you, including before-the-event or after-the-event insurance, a conditional fee agreement or assistance from someone else, such as an employer or trade union. Unless otherwise stated in our client care letter, these terms of business are offered on the basis that no such funding is available or you have chosen not to take it up.

In the event of our retainer being for more than one individual or company, the liability for our costs will be joint and several.

10. Authority

By signing this document you give us authority to complete and submit to HM Revenue & Customs a return for stamp duty land tax, sign an employment tribunal claim form or response form, court form, consent order, or settlement agreement on your behalf.

11. Duration of Work

We will of course endeavour to carry out your instructions as quickly and efficiently as possible. In certain matters, such as conveyancing, and employment tribunal or court cases, this will inevitably take longer than 30 days. By signing these terms and conditions you are accepting that the 30 day deadline imposed by the Distance Selling Regulations does not apply.

12. Interest payment

Any money received on your behalf will be held in our client account. Our policy on payment of interest appears in our client care letter.

Where a client obtains borrowing from a lender in a property transaction, we will ask the lender to arrange that the loan cheque is received by us a minimum of four working days prior to the completion date. If the money can be telegraphed, we will request that we receive it the day before completion. This will enable us to ensure that the necessary funds are available in time for completion. Clients need to be aware that the lender may charge interest from the date of issue of their loan cheque or the telegraphing of the payment.

13. Financial services and provision of exempt insurance mediation

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, which is a designated professional body for the purposes of the Financial Services and Markets Act 2000.

Although we are not authorised by the Financial Services Authority, we are included on the register maintained by the Financial Services Authority so that we may carry on insurance mediation activity, which is broadly 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 Regulations Authority. The register can be accessed via the Financial Services website at www.fsa.gov.uk/register.

14. Money Laundering Regulations

In order to comply with the Money Laundering Regulations 2007 we are required to obtain at least two forms of identification from all clients. This will be a copy of your passport or driver's licence together with a report from Creditsafe as referred to in our client care letter.

The cost of such information from Creditsafe will be £10.00 plus VAT for a limited company and £2.00 plus VAT for each individual. These costs are to defray the expenses which we are incurring with Creditsafe and will be charged to you as a disbursement with our fees.

15. Making a 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 Serious Organised 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.

16. Distance Selling Regulations

If we have not met with you, the Consumer Protection (Distance Selling) Regulations 2000 apply. This means you have the right to cancel your instructions to us within seven working days of receiving this letter. You can cancel your instructions by contacting us by post or by fax 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 seven working days, please:

- sign these terms and conditions
- return them to this office by post or by fax

17. Storage of papers and documents

After completing the work, we will be entitled to keep all your papers and documents while 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 that you ask to be returned to you. We keep files on the understanding that we can destroy them 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 storage 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:

- time spent producing stored papers that are requested
- reading, correspondence or other work necessary to comply with your instructions in relation to the retrieved papers,

18. Termination

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.

We may decide to stop acting for you only with good reason, e.g. if you do not pay an interim bill or there is a conflict of interest. We must give your 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 until that point. These are calculated on an hourly basis plus expenses as set out in these terms and conditions and the client care letter.

19. 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 to 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.

20. Communication between you and us

We aim to communicate with you by such a method as you may request. We may need to virus-check disks or email. Unless you withdraw consent, we will communicate with others when appropriate by email or fax but we cannot be responsible for the security of correspondence and documents sent by email or fax.

21. 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 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 advisers. You have a right of access under data protection legislation to the personal data that 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.

For the purposes of the Data Protection Act 1998, the Data Controller under the Act in relation to personal data supplied about you is as stated in our client care letter.

22. Vetting of files and confidentiality

External firms or organisations may conduct audit or quality checks on our firm. These external firms or organisations are required to maintain confidentiality in relation to your files. Please advise the person responsible for your matter if you would prefer for your papers to be withheld from inspection for these purposes. Work on your matter will not be affected in any way if you would prefer to withhold consent.

23. 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.

Although your continuing instructions in this matter will amount to an acceptance of these Terms and Conditions of Business, it may not be possible for us to start work on your behalf until one copy of them has been returned to us for us to keep on our file. On matters where we

have not met with you personally we must have the copy of these Terms and Conditions signed by you in our possession before we can start work for you.

24. Applicable law

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.

GELBERGS LLP

I confirm I have read and understood these Terms and Conditions of Business and accept the terms stated.

Signed.....

Dated.....

Print Name.....