



TERMS AND CONDITIONS OF BUSINESS

Please note these Terms and Conditions of Business contain provisions limiting our liability at clause 14

1. INTRODUCTION

- 1.1 Quality Solicitors Howlett Clarke is the practising name of Howlett Clarke Solicitors LLP registered in England & Wales as a Limited Liability Partnership (registered number: OC343046) and whose registered office is at 8-9 Ship Street, Brighton BN1 1AZ.
- 1.2 Howlett Clarke Solicitors LLP uses the word "Partner" in respect of its members and other senior employees in its dealings to describe a member or senior employee of Howlett Clarke Solicitors LLP in their capacity as such. None of the Partners have any personal liability to you. All liability to you is the sole responsibility of Howlett Clarke Solicitors LLP.
- 1.3 This document sets out our Terms and Conditions of Business ("Terms") and should be read carefully in conjunction with any letter confirming your instructions, engagement and client care. These Terms supersede any earlier Terms and Conditions of Business we may have provided you.
- 1.4 In these Terms and any letter confirming your instructions, engagement or client care, references to "the firm", "we", "us" or "our" are to Howlett Clarke Solicitors LLP.
- 1.5 The conduct of solicitors and this firm is authorised and regulated by the Solicitors Regulation Authority.

2. RESPONSIBILITY FOR YOUR WORK

- 2.1 The fee earner responsible for your matter will be specified in the letter or email sent with these Terms. Should it be necessary to transfer responsibility to another fee earner written confirmation will be sent you.
- 2.2 We will agree the scope of the work required and will not be responsible for matters outside of that scope or for matters which would not normally be considered part of a solicitor's duty in relation to that work.
- 2.3 Unless agreed in writing we do not advise in respect to taxation or the commercial wisdom of a matter.

3 FEES

- 3.1 From time to time others in the firm may work on your file. The following table provides details of the rates at which you will be charged for work on your matter:

Partners and Consultants with over 3 years seniority	£220 - £250 per hour
Partners and Consultants with up to 3 years seniority	£200 - £220 per hour
Associate Solicitors	£195 - £220 per hour
Solicitors and Legal Executives with over 4 years post qualification experience	£185 - £200 per hour
Solicitors and Legal Executives with up to 4 years post qualification experience and Senior Caseworkers	£165 - £185 per hour
Trainee Solicitors, Paralegals and Caseworkers	£125 - £135 per hour

The above categories include fee earners of equivalent experience but with a job title different from that specified above, for example, members of the Society of Trust and Estate Practitioners.

- 3.2 Work is anticipated to include:
 - Preparing, drafting, reading and considering documents and other papers.
 - Conducting research.
 - Attending meetings with you and others connected to your matter.
 - Instructing third parties on your behalf, such as Barristers, experts and other professionals.
 - Carrying out advocacy on your behalf for example at court, in meetings or professional mediation.
 - Conducting correspondence whether by letter, fax, email or other forms of electronic media.
 - Communicating by telephonic means whether by telephone or otherwise.
 - Advising generally in respect of your matter.
 - Travelling and waiting
- 3.3 In addition to time spent, we may take the following factors into account when calculating charges:
 - The need to carry out work outside normal office hours.
 - The complexity of the matter.
 - The skill, labour, specialist knowledge and responsibility involved.
 - The number and importance of documents involved.
 - The place and circumstances in which your business is transacted.
 - The importance of the matter to you.
 - Any special priority or urgency that is involved.
- 3.4 We record our time in units of six minutes. The hourly rates listed do not include VAT and are subject to review. You will be notified in writing of any changes in hourly rates. Our VAT number is 508983902. The current rate of VAT is 20%.
- 3.5 You will receive a written estimate of our charges for dealing with your matter which will be based on the information supplied by you and calculated by reference to the hourly rate(s) of the person(s) responsible for your matter. Any estimate whilst given in good faith is neither fixed nor binding.
- 3.6 Where a fixed fee has been agreed, we reserve the right to deviate from it if the nature of the transaction changes unless our fees are agreed as being contingent. In the event that a fixed fee has been agreed but the matter does not proceed to conclusion, our fees will be calculated by reference to our hourly rates together with any outstanding disbursements.
- 3.7 When dealing with administration of estates our hourly rate may be increased by a percentage of the gross value of the estate. A value element will only be charged in respect of jointly owned assets in exceptional circumstances. The same additional fees may arise when winding up a life time will trust.
- 3.8 From time to time we may ask persons or organisations not directly employed by us to carry out work in relation to your matter and such work will be charged to you as if we had done the work ourselves.
- 3.9 We reserve the right to make additional charges for the following work:
 - Completion of Stamp Duty Land Tax forms in property transactions;
 - Where a success fee is payable e.g. under a Conditional or Contingency Fee Agreement.
 - Photocopying at a rate of 25p per page (exclusive of VAT).
 - Producing copy information held about you under the Data Protection Act 1998.
 - Sending money electronically by Telegraphic Transfer.
 - Undertaking Company searches and similar such enquiries/investigations.
 - Replying/dealing with audit letters.
- 3.10 In addition to our charges we reserve the right to retain the following payments:
 - Commission received of less than £50.00 unless there is a specific written agreement with you; and
 - Interest on outstanding costs awarded to you following a court order.

4 CLS FUNDING IN RELATION TO FAMILY MATTERS ONLY

- 4.1 You will have been advised as to your eligibility to CLS Funding. If you are entitled to Public Funding a letter of engagement will be enclosed setting out the operation of CLS Funding and your specific obligations including an explanation of the Statutory Charge, which may apply.

5 PAYMENT OF CHARGES AND INVOICING

- 5.1 We will deliver invoices for your work at regular intervals and reserve the right to submit interim invoices in the event that your matter becomes protracted. Our fees are payable within 28 days and will attract interest thereafter at the rate of 8% per annum or 8% above the Bank of England base rate under the Late Payment of Commercial Debts (Interest) Act 1998, whichever is the greater, from the date of the invoice. In the case of property transactions we require payment of all outstanding invoices prior to completion.
- 5.2 We are entitled to require you to pay monies on account at the start of your matter and throughout on account of our fees generally and anticipated disbursements.
- 5.3 In the event of our invoice not being paid we reserve the right to all statutory remedies for recovery of outstanding sums and the following specific actions:
 - In property transactions not to complete your transaction;
 - To exercise a lien on any documents, deeds and monies credited to the client account; and
 - To decline to act further on your matter.
- 5.4 In transactions where costs are payable by a third party, for example an insurer, we will in the first instance look to that party for payment. However, unless otherwise agreed in writing you will be personally responsible for our fees, VAT and reimbursing any disbursements incurred by us, on your behalf. This means that the individual signing our Terms is personally liable for the costs of the case.
- 5.5 We can take monies on account and the balance of interim and final accounts rendered by way of credit and debit cards (except for American Express and Diners Card). However when accepting payments by way of a credit card a handling charge of 2% plus VAT at 20% will be made. Payment can be made in the reception to either of our offices and/or by way of telephone with our accounts department (Direct Tel. No. 01273 718526).

6 PAYMENT OF DISBURSEMENTS

- 6.1 Disbursements describes any payments made by this firm to third parties on your behalf for example, to Barristers, Experts, Land Registry, Inland Revenue, Probate Registry, etc
- 6.2 In our estimate of costs we will endeavour to advise you of the likely disbursements (and VAT thereon) connected with your matter.
- 6.3 You are responsible for the payment of all disbursements and any VAT thereon. We will usually ask you to make payment on account for such anticipated expenses. If we should pay a disbursement on your behalf, without first having received funds on account, you will nevertheless remain liable to repay the firm any loss or expenses arising directly or indirectly from non-repayment by you.

7 STAMP DUTY LAND TAX

- 7.1 Most property transactions completed after 1st December 2003 are subject to Stamp Duty Land Transaction Tax, which has replaced Stamp Duty. The system introduces self-assessment, using a Stamp Duty Land Transaction Return form SDLT1 accompanied by SDLT4 for some transactions. We will ordinarily submit the SDLT1 form electronically to the Inland Revenue after completion.
- 7.2 If you are purchasing or taking a lease on a property it is your personal responsibility to ensure that the Stamp Duty Land Transaction Tax forms are completed. We will, at your request, assist with the completion of the forms, but ultimately you are liable for payment of all Stamp Duty Land Transaction Tax assessed on your purchase or lease and ensuring that all personal information given on the form is accurate. Assuming we are instructed to assist you with the SDLT forms we will prepare these in draft and submit copies to you prior to completion of the matter for you to check their accuracy.

8 UNDERTAKINGS

- 8.1 Before this firm gives any undertaking to a third party, for any financial obligation by or on your behalf, cleared funds will be required from you in advance. If you send us a cheque you must allow up to 5 working days for the cheque to clear.

9 ORDERS FOR COSTS (IF APPROPRIATE)

- 9.1 You are liable to the firm for all costs and disbursements incurred in acting for you. However at the conclusion of a litigation case the successful party may obtain an order for costs against their opponent. It is rare for such an award for costs to result in the losing party having to pay the full amount of the successful party's costs. The amount recovered is determined by a system known as "assessment of costs". The assessment of costs is a complex subject and the amount recovered is based upon the costs reasonably incurred by the successful party, this can exclude a proportion of the total costs of the case, which would exclude superfluous telephone attendances, correspondence and interviews.
- 9.2 If you are successful you will be responsible for paying any additional fees incurred by us over the "assessment of costs" made in the case. In the event that your opponent is unable to pay the costs awarded by the Court you will also remain liable for all our fees in respect of your case.
- 9.3 If you are unsuccessful you may be ordered by the court to pay some or all of your opponent's costs in addition to our own fees.
- 9.4 The fee earner responsible for your case will discuss with you in more detail the implication of orders for costs in your matter.

10 CONFIDENTIALITY AND DATA PROTECTION ACT 1998

- 10.1 There is a duty of confidentiality between a solicitor and his or her client and therefore no information will be released by this firm to a third party without your prior written authority, except in certain limited circumstances set out below.
 - If this firm is representing you under a Public Funding Certificate we will assume you agree to your file being produced to the Legal Services Commission for the purposes of any audit carried out by them.
 - If you are a child under the age of 18 years then a notification will have to be made to the appropriate authorities if it comes to light that you are at risk of significant harm.
 - Unless you advise us to the contrary we will keep your accountants, agents, lenders and other professional advisers informed as to the progress of any property transaction.
 - If we act for both yourself and a mortgage lender we are obliged to give the lender such information as they may properly request. We have a duty to reveal all relevant facts including any differences between your mortgage application and information received during the transaction; any cash back payment; or any discount the seller is giving you. In the event that you do not agree to us passing on such information a conflict of interest is likely to arise and we may have to stop acting for you and the lender. We would only take this step after giving you as much notice as possible.
 - When we are obliged to report financial arrangements to SOCA regarding money laundering.
 - For purposes of analysis to help manage our practice, statutory returns, updating and enhancing client records, legal and regulatory compliance where files are randomly sampled by quality assessors, your file may be reviewed by an outside assessor unless you notify us that you withhold your consent.
- 10.2 While undertaking your work and after it has been completed, we will be processing data as it is defined in the Data Protection Act 1998 ("DPA"). This relates to personal data provided by individuals. Information received from you may be used for administration and compliance purposes and for marketing other services of the firm in which you may be interested. By signing these Terms you are giving positive consent for us to obtain and process information about you. You have the right to object to direct mailing and you may withhold or at anytime withdraw your consent. In accordance with the DPA, you are entitled to request a copy of the information we hold about you. If you become aware that the personal information we hold about you is inaccurate, you may request that we amend it. Please let us know if you have any enquiry in relation to personal data kept by us, or if you do not wish your information to be used.
- 10.3 Sometimes we ask other companies or people to do typing, copying and/or other administrative work on our files to ensure such work is done promptly. We would always seek to maintain confidentiality of your work with these outsourced providers. If you would not want your work outsourced in this way please tell us immediately, otherwise your signature to these Terms confirms your consent to your work being outsourced if necessary.
- 10.4 Should you reside outside the European Economic Area please be aware that we have no knowledge of that country's level of protection for the rights and freedoms of the individual in relation to the processing of personal data. If you are happy for us to correspond with you electronically by email we do so at your

risk. Should you believe there to be any issues on the transmission of data please let us know immediately.

11 EMAILS

11.1 The firm is happy to communicate by way of email but it should be understood that email is not a secure method of communication. By communicating with us by way of email you agree that the firm may respond by way of email, notwithstanding the potential lack of confidentiality. Furthermore, you also agree unless otherwise indicated to receive by way of email any marketing information that the firm may send to you from time to time.

12 MONEY LAUNDERING REGULATIONS

- 12.1 The Proceeds of Crime Act 2002 provides regulations to combat money laundering and criminals who use financial and professional businesses to conceal stolen money by turning it into legitimate funds. There are compulsory checks which we have to make of you if we are asked to conduct certain types of cases.
- 12.2 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 (SOCA) 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.
- 12.3 We are required to make reasonable enquiries as to the source of funds used to carry out any transaction or related transactions on your behalf. You agree to provide us with written evidence on request, of the source of any money paid into the client account at this firm.
- 12.4 In view of the foregoing, we cannot accept any cash payment from you in excess of £500.
- 12.5 As part of our enquiries we may undertake an electronic money laundering search.

13 FINANCIAL SERVICES

- 13.1 We are not authorised by the Financial Services Authority. If while we are acting for you, advice upon investment is required to be given, we may have to refer you to someone who is authorised to give 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 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 Legal Complaints Service 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 them.
- 13.2 We are 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 at www.fsa.gov.uk/register.

14 LIMITATIONS OF LIABILITY

- 14.1 Our liability for any breach of our duties to you shall be limited to £2,000,000 unless we expressly state a higher amount in writing. This limit applies whether the breach affects one matter or several. For the avoidance of doubt multiple breaches in respect to one matter will constitute one breach. We will not be liable for any consequential, special, indirect or exemplary damages, costs or losses or any damages, costs or losses attributable to loss of profits or opportunities. Your signature below confirms that you understand this.
- 14.2 Save as is expressly provided for within these Terms, it is not intended by you or us that any term that may be construed as conferring a benefit upon any person who is not a party to these Terms should be enforceable by such party whether under the provisions of the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 14.3 You shall not bring any claim personally against any of our Partners, Consultants or Employees.
- 14.4 No party other than that named as our client under these Terms may rely upon our advice. In the event that any third party makes a claim or this firm is joined to any such proceedings you agree to indemnify the firm against any loss or damage including costs and expenses that may be incurred in the course of such proceedings.
- 14.5 We shall not be liable for any losses connected with a bank or other financial organisation becoming insolvent.
- 14.6 No liability will arise for any delays or failures in performance or breach of contract due to events or circumstances beyond our reasonable control including Acts of God, War, Acts by Governments and regulators, Acts of Terrorism, strikes, accidents, fire, flood, storm or civil disturbance.
- 14.7 We believe that the limitations of liability under this clause are reasonable having regard to our likely liability for a breach of duty and the availability and cost of professional indemnity insurance.

15 TERMINATION AND RIGHT TO WITHDRAW INSTRUCTIONS

- 15.1 You may terminate your instructions with us at any time in writing. If you are in receipt of public funding or we are acting under a Conditional or Contingency Fee Agreement this clause should be discussed with the fee earner conducting your matter.
- 15.2 If you terminate your instructions you will have to pay our charges and any disbursements and VAT, up to the point we cease to act for you. Our charges will be calculated on an hourly basis as set out above. We are entitled to retain your papers and documents while money is owing to us.
- 15.3 We may decide to stop acting for you if you fail to provide funds on account when requested to do so, pay interim charges, fail to provide any or adequate instructions or in the event a conflict arises. We will give you reasonable notice that we will cease acting for you.
- 15.4 If we have not met with you, the Consumer Protection (Distant Selling) Regulations 2000 will apply. This means that you have the right to cancel your instructions with us within seven working days of the receipt of these Terms. You can cancel your instructions by contacting us by post or fax to our offices. Once we have started work on your file, you may be charged if you did not cancel your instructions. The Regulations require us to inform you that the work involved is likely to take more than 30 days.

16 INTELLECTUAL PROPERTY RIGHTS

16.1 By signing these Terms you agree that the copyright and all other intellectual property rights in all advice, reports, letters, information, images or documents that we create or provide to you belongs to us.

17 STORAGE OF PAPERS

- 17.1 After completing the work, we will be entitled to keep all of your papers and documents while there is still money owed to us for fees and expenses. We will keep our file of your papers up to six years except those papers that you ask to be returned to you. We keep files on the understanding that we can destroy them six years after the date of the final bill. We will not destroy documents you ask us to deposit in safe custody.
- 17.2 We will not charge for retrieval of stored papers and deeds in response to continuing or renewed instructions to act for you. However, we reserve the right to make an administrative charge based on the time spent (by reference to the current hourly rate of a solicitor (1-4 years post qualification) in any perusal, correspondence or other work necessary to comply with the instructions given by or on behalf of a client or former client for whom papers, wills, deeds, powers of attorney or other documents are stored.

18 APPLICABLE LAW

18.1 Any disputable legal issue arising from these Terms will be determined by the Law of England and Wales and considered exclusively by the English Courts.

19 ACCEPTANCE OF TERMS AND CONDITIONS AND AUTHORISATION TO ACT

19.1 As confirmation that you wish to instruct us on your behalf please sign and date these Terms and return them to the fee earner responsible for your matter. The duplicate copy of these Terms is for you to retain.

19.2 If you sign our Terms on behalf of a company, trust or organisation, in consideration of the firm providing legal services to that company, trust or organisation, you accept personal liability and guarantee payment of the costs, VAT and disbursements of the firm, in the event that the company, trust or organisation on whose behalf you have signed, does not discharge monies due to this firm in accordance with these Terms.

19.3 Your continued instructions to us will be taken as your acceptance of these Terms. Unless otherwise agreed in writing these Terms will apply to all instructions given to us including future instructions.

20 PROFESSIONAL INDEMNITY INSURANCE

22.1 This firm maintains a policy of professional indemnity insurance details of which are available on our website at www.qualitysolicitors.com/howlettclarke

21 QUALITY SOLICITORS CHARTER

- 21.1 "No Hidden Costs" means the procedure for supplying full details of our charges as set out in clause 3.
- 21.2 "Same Day Response" means either an email or telephone response to an email or telephone communication from you received by us prior to 4.00pm on any weekday. Our response may take the form of an automated email reply.
- 21.3 "Direct Lawyer Contact" means you will be supplied at the outset of your matter with an email address and telephone number for the fee earner who has conduct of your matter.
- 21.4 "First Consultation Free" means up to a 30 minute consultation with you in connection with the following:
 - Business Start Ups
 - Family (Matrimonial etc)
 - Litigation (excluding Personal Injury)
 - Moving House
 - Private Client (Wills and Trusts etc)

22 WHAT TO DO NOW

- 22.1 You need to return these signed and dated Terms to the fee earner responsible for your matter.
- 22.2 When returning the Terms you must supply proof of your identification so we are able to comply with Money Laundering Regulations. Please supply one original document from each of the two lists below: -

List 1 – Evidence of your name	List 2 – Evidence of your address
Current Signed and Valid Passport	Most recent Mortgage Statement
Current Resident Permit Issued to EU Nationals by Home Office	Current Local Authority Tax Bill
Current UK/EU Photo Driving Licence	Current Local Authority Rent Card or Tenancy Agreement
Current Full UK Driving Licence (old style)	Bank/Building Society/Credit Union Statement or Current Passbook
Current Firearms Certificate	Utility Bill (not mobile phone bill) (less than 3 months old)
Current State Pension or Benefits Book/Notification Letter	Current UK/EU Photo Driving Licence
Sub-Contractors Certificate	Current Full UK Driving Licence (old style)
Inland Revenue Tax Notification	Current State Pension or Benefits Book/Notification Letter

22.3 If you are signing these Terms on behalf of a Company we will require identification as detailed above for at least one Director or one majority Shareholder.

22.4 Please provide a cheque on account of costs and/or disbursements as requested by the fee earner responsible for your matter.

Signed

Print Name

Dated

Signed

Print Name

Dated