

For those who have difficulty in reading the following a large print or braille version is available.

These Terms and Conditions contain standard terms and conditions which supplement the information contained in our engagement letter.

### 1. HOURS OF BUSINESS

The hours of opening are between 9.00am and 5.00pm. However appointments can be arranged outside those hours if necessary and the telephones are manned from 8.30am to 5.30pm. There is an after hours emergency number and all fee earners and assistants have direct dial numbers.

### 2. RESPONSIBILITY FOR WORK

The fee earner primarily responsible for the conduct of your transaction or case is detailed in the engagement letter along with relevant support staff. Other members of the team may also handle your matter when necessary. We will try to avoid changing the people who handle your work, but if this cannot be avoided we will inform you promptly.

### 3. RAISING QUERIES OR CONCERNS WITH US

3.1. We aim to offer all our clients a friendly and efficient service. If however any difficulties arise, you should first raise your concern with the fee earner concerned. If that does not resolve the problem to your satisfaction please take it up with the Supervisor of the file.

3.2. All firms of solicitors are obliged to attempt to resolve problems that clients may have with the service provided. It is, therefore, important that you raise your concerns immediately as and when they arise. We shall do our very best to ensure that you have no cause for complaint, but if you do please be assured that we have a procedure for dealing with them. Details of the procedure will be supplied to you upon request. We value your business and would not wish to think that you have any reason to be unhappy with us.

3.3. For personal clients and new commercial clients we do issue a client satisfaction questionnaire at the conclusion of each matter, which you are invited to complete and return.

### 4. FEES

4.1. Our fees are calculated mainly by reference to the time spent by the partner, solicitor and other executive staff dealing with the matter. This will include meeting with you and perhaps others; any time spent travelling; considering, preparing and working on papers and correspondence; making and receiving telephone calls and e-mails.

4.2. A statement or estimate of our fees and the rates of charging will in most cases be included in the engagement letter. Where we have provided an estimate of costs we may re-

vide that estimate in response to events or your instructions, for example where additional or prolonged work is required, and the revised estimate will be the basis on which we continue to provide services.

4.3. Each partner, solicitor and executive's time is charged out at an hourly rate which reflects overhead costs. Short and routine letters (written and received) and routine telephone calls (made and received) are charged and recorded at units of 6 minutes each.

4.4. In probate matters and in some transactions involving a substantial financial consideration or benefit to the client, fees may be calculated both by reference to the time spent and also by reference to a value element based on e.g. the price or the value of the financial benefit. The value element reflects the importance of the transaction and the consequent responsibility falling on us. Further information and calculation of the value element (if appropriate) is set out in the engagement letter.

4.5. When we are instructed in connection with a personal injury or clinical negligence claim an account will normally be rendered at the conclusion of the claim and if the case has been successful we will endeavour to recover those costs from the other party. Amounts due to us may be deducted from any damages recovered unless otherwise agreed. In protracted matters it may be appropriate for us to submit an interim account.

4.6. We reserve the right to vary our charging rates on giving written notice of each variation. The hourly rates of our staff are normally reviewed annually and take account of overhead costs. Details of any revision of our charging rates occurring during the continuation of a case or transaction will be supplied to you on request. These rates may not be appropriate in the case of exceptional complexity or urgency. Where it becomes apparent that such circumstances exist, we reserve the right to cease acting for you unless substituted revised rates are agreed for future work.

4.7. Disbursements include payments made by Forbes on behalf of a client e.g. for such items as stamp duty, search fees, Land or Probate Registry fees etc. We have no obligation to effect such payments unless funds have been provided by the client for that purpose. VAT is payable on certain disbursements. In most cases the anticipated disbursements will be indicated in the engagement letter.

4.8. Travel – car travel incurred on your behalf will be charged at our current rate per mile. Other travel costs such as rail or air fares will be accounted for at their costs to us.

4.9. Fees are payable whether or not a case is successfully concluded or a transaction completed. If any case or transaction does not proceed to completion for any reason during the period in which we are instructed, then we shall be entitled to charge for work done on the basis set out above.

4.10. Where we act for more than one client in a matter the liability to pay our fees is joint and several. This means that all clients in the particular matter accept responsibility to pay the whole of the fees incurred or other monies due to us in connection with the matter.

4.11. If you are unhappy with what you have been charged you should let us know immediately and we will investigate the matter in accordance with our complaints procedure, a copy of which is available on request. If you are not happy with our decision following our investigation you have the right to object to our bill by making a complaint to the Legal Ombudsman and you may be able to apply to the court for an assessment of the bill under Part III of the Solicitors Act 1974.

### 5. ARRANGEMENTS FOR PAYMENT OF FEES

5.1. When we are instructed in connection with the acquisition of a property an account will normally be rendered following the exchange of contracts and payment is required prior to or upon completion. Where sufficient funds are payable to a client upon completion, amounts due to us shall be deducted from those funds unless otherwise agreed. In protracted matters we may submit interim accounts.

5.2. It is our normal practice to ask clients to pay sums of money from time to time on account of the fees and disbursements which are anticipated in the following weeks or months. It is helpful if clients meet such requests with prompt payment to avoid any delay in the progress of their case.

5.3. In transactions or cases likely to continue for more than one month, interim accounts to cover the work carried out will normally be rendered on a monthly basis. This procedure enables clients to budget for costs as the matter progresses. Please note that in the case of interim accounts our final account will take into account any work carried out but not billed in our interim accounts.

5.4. All accounts both interim and final are due on presentation and interest may be charged at 8% per annum from the date of delivery of an account in cases where payment is not made within 28 days.

5.5. In cases or transactions continuing for some period of time, some clients find it convenient to arrange regular payments on account by way of bank standing order. Clients who wish to make

## TERMS AND CONDITIONS OF BUSINESS

use of this facility should discuss it with the person dealing with their file.

### 6. TERMINATION OR SUSPENSION

6.1. 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.

6.2. We may suspend or terminate the provision of services to you if:

6.2.1. you do not return to us a signed engagement letter or provide other documents as requested;

6.2.2. you do not provide funds on account when requested;

6.2.3. you do not pay a sum due to us within 60 days of it becoming due for payment;

6.2.4. we are not able to obtain sufficient instructions from you;

6.2.5. we consider for professional or legal reasons that it is not appropriate to continue to act for you.

6.3. If you or we decide that we should stop acting for you, you will pay our reasonable charges up to the date that we cease to act for you.

### 7. INTEREST PAYMENTS TO YOU

7.1. If we hold money in a separate designated client account on your behalf we will account to you for all the interest earned on that account.

7.2. If we hold money in a general client account on your behalf we will account to you for a sum in lieu of interest on the amount we are holding except where clause 7.3 applies.

7.3. We will not account to you for any interest in the following situations:

7.3.1. if the amount of interest earned is £20 or less

7.3.2. if the money retained in our general client account is money held for the payment of a professional disbursement

7.3.3. on an advance from us to fund a payment on your behalf in excess of funds held on your behalf

7.3.4. on any money held on behalf of the Legal Services Commission.

7.4. We will calculate any sum due to you on a six monthly basis.

7.5. When calculating the sum in lieu of interest we will use the rate payable by Barclays Bank Plc on an instant access account from time to time.

7.6. If you obtain borrowing from a lender we

may request the lender to arrange that the advance cheque is received by us a minimum of four working days prior to the completion date to ensure that cleared funds are available in time for completion. You should note that the lender may charge interest from the date of issue of the cheque.

### 8. STORAGE OF PAPERS AND DEEDS

8.1. After completing the transaction we are entitled to keep all your papers and documents while money is owing to the firm.

8.2. We will retain your file of papers for up to six years and on the understanding that we have the authority to destroy the file six years after sending the final bill. We will not destroy documents you ask to be deposited in safe custody.

8.3. We provide a safe custody service to clients in respect of deeds and further details can be made available on request.

8.4. Where stored papers, deeds or securities are retrieved from storage by us to act in connection with your affairs, normally no charge will be made for such retrieval. However, we reserve the right to make an administration charge based on time spent 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 or securities are stored.

### 9. FUTURE INSTRUCTIONS

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 us unless you receive notification to the contrary.

### 10. EXTERNAL AUDIT

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. Unless we hear from you to the contrary we will assume you have no objection to your file being audited.

### 11. LIMITATION OF LIABILITY AND INSURANCE

11.1. Our aggregate liability to you for breach of your instructions shall be limited to £2 million 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 damage, 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.

11.2. Forbes has professional indemnity

insurance details of which are available at each of its offices.

### 12. JURISDICTION

These terms of business are governed by the Law of England and Wales. In the event we are in dispute over any aspect of the works which we have undertaken on a client's behalf, such dispute will be subject to the exclusive jurisdiction of the Courts of England and Wales.

### 13. DATA PROTECTION

13.1. We use the information you provide primarily for the provision of legal services to you and for related purposes including:

- 13.1.1. communicating with you;
- 13.1.2. updating and enhancing client records;
- 13.1.3. analysis to help us manage the firm's statutory returns;
- 13.1.4. legal and regulatory compliance.

13.2. Our use of this information is governed by your instructions, the Data Protection Act 1998, other statutory and regulatory duties applicable to us and our duty of confidentiality.

13.3. Our work for you may require us to give information about you to third parties such as expert witnesses and other professional advisers.

13.4. We may from time to time send you information which we think may be of interest to you. If you do not wish to receive that information please notify our office in writing.

### 14. EQUALITY AND DIVERSITY

Forbes Solicitors is committed to promoting equality and diversity in all its dealings with clients, third parties and employees. Please contact us if you would like a copy of our Equality and Diversity policies.

### 15. VARIATION OF TERMS AND CONDITIONS

These Terms and Conditions shall operate except as varied in writing by any letter accompanying them or otherwise as agreed in writing between us.

Forbes is regulated by the Solicitors Regulation Authority (SRA no. 46408) and authorised and regulated by the Financial Conduct Authority. You can obtain a copy of the Solicitors handbook which sets out the standards and requirements the SRA expect regulated firms to achieve and observe, for the benefit of the clients they serve and in the public interest, from the SRA website. Please follow the link: <https://www.sra.org.uk/handbook/>. Forbes is registered for value added tax and its VAT registration number is 174394344.

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