

TERMS OF BUSINESS

1. Introduction

These Terms of Business together with our accompanying letter constitute the contract between us and the basis on which we will act on your behalf in the matter on which you have consulted us.

2. People Responsible For Your Work

The Directors of the Company are ultimately responsible for all work done for clients. The accompanying letter confirms who will have day to day supervision of your matter. In order to give an economical as well as an efficient service different tasks in your matter may be handled by lawyers within our Company other than the person with primary responsibility for the file. Routine tasks may be delegated to someone more junior whereas complex points may need to be referred to someone more senior. Where more than one area of law is involved the person dealing with the file may need to consult with a colleague who has different specialised knowledge.

3. Service Levels

We will update you regularly by telephone, email or in writing with progress on your matter and will explain to you the legal work required as your matter progresses. We will update you on the likely timescales for each stage of your matter and of any change in circumstances or risks that could affect the outcome of your matter. If there is a material change of circumstances we will advise you whether the anticipated outcomes still justify the likely costs and risks.

You will provide us in a timely manner with all instructions, information and documents that we require in order to advise you. You will ensure that such information is accurate and is not misleading and that you safeguard any documents likely to be required during the course of your matter.

4. Our Charges

Unless we agree differently in writing, it is important that you understand that you will be responsible for paying our charges.

Our charges will be by reference to the estimate supplied in the accompanying letter unless we have agreed a fixed fee with you. Where no fixed fee has been agreed our charges will be calculated on the hourly rates set out in the table below.

Our charges are primarily based on the time spent dealing with your matter. This will include meetings with you and perhaps others, travelling and all time spent considering, preparing and working on papers, correspondence, making and receiving telephone calls, drafting and perusing letters and e-mails.

We record the time spent working on each matter on our computer system so that we can charge accurately for that time based on units of 1/10th of an hour. Routine letters and e-mails that we write and routine telephone calls that we make and receive will be charged as units of 1/10th of an hour. Other letters, e-mails and telephone calls will be charged on a timed basis.

In addition to the time spent, we take into account a number of other factors which include the complexity of the issues, the speed at which action must be taken, the expertise or specialist knowledge that the matter requires, and if appropriate, the value of the property or subject matter involved.

If the matter turns out to be more demanding than we envisage at present, we shall notify you and indicate if this will result in our charging a higher value element in addition to the charge out rate referred to below or at a rate which is higher than our normal rates.

In estate administration matters, in addition to the time spent in certain instances we are entitled to include in our charges an element to reflect the value of the estate being administered which will be a percentage of the value of the estate. If this is applicable in your case the accompanying letter will specifically mention this. The percentages applied are as follows: -

1% of the gross estate (excluding the value of the deceased's residence)

0.5% of the gross value of the deceased's residence

These percentages will be increased to 1.5% and 0.75% respectively where the partners in this firm are appointed executors or trustees.

Our normal hourly rates are:

Grade of Fee Earner	Hourly rate*
Director	£224
Family Director and Solicitors with more than 8 years post qualification experience	£183 (Family – Ripley/Belper) £194 (Family – Beeston/Long Eaton, Family Collab)
Solicitors/Legal Executives with more than 4 years post qualification experience	£195 Commercial, Commercial Conveyancing and Litigation) £168 (Family) £188 (Probate)
Other Solicitors/Legal Executives	£161 (Commercial, Commercial Conveyancing and Litigation) £153 (Family) £172 (Probate)
Trainee Solicitors	£123
Residential Conveyancing	£172
Residential Conveyancing (Smart Move)	£167

*These rates are reviewed annually on 1st April each year and if your matter is still continuing at the next review date we shall notify you of any increase.

You may set an upper limit on our charges for which you are liable without further authority. We will not normally exceed an agreed amount without first obtaining your consent.

Our charges are subject to VAT being added at the rate applicable when the work is done. Currently VAT is 20%.

5. Legal Aid

We are not able to offer Legal Aid.

6. Expenses/Disbursements

During the course of your matter it may be necessary to pay various expenses (or disbursements) on your behalf for example, for medical reports, court fees, Stamp Duty Land Tax, Land Registry and search fees. Unless we agree differently in writing you will be responsible for paying all these expenses. In the case of large disbursements we usually expect payment in advance from you. Please note that we are not obliged to make any payment for you, nor incur any liability, until you let us have the money to cover it.

Please be aware that any payments you make to us can be utilised to pay such expenses and in such circumstances we would not as a matter of course

give you separate notification of the application of the monies involved in this way.

7. Estimates of time and cost

Unless we have agreed a fixed fee with you, our accompanying letter sets out such estimate as we can give of the time that your matter is likely to take and our charges and the expenses you are likely to have to pay us on the information available so far. However it is always difficult to predict these matters with accuracy particularly where Court proceedings are or might be involved. Wherever possible we adhere to the estimate but there are cases where the matter is more complicated or time consuming than is normal and in such cases we reserve the right to charge an additional amount based in the actual time spent on your matter.

We will endeavour to update our estimate approximately every 6 months. If you wish to have an up to date estimate please ask the lawyer handling your matter - you are welcome to do this at any time.

8. Billing Arrangements/Payment

Unless there is specific written agreement to the contrary, our charges are payable whether or not a case or transaction is successfully concluded. Even if your matter is not carried through to completion you must pay our charges for the work already carried out. VAT is payable on that amount and you will also be billed for any disbursements incurred.

In conveyancing matters, payment of our charges including VAT and any unpaid disbursements (in addition to any payment required in connection with the transaction itself) is due in cleared funds before the contractual completion date.

On matters where we send a final bill after completion of the work, payment is due to us within 14 days of our sending you a final bill. If you have a query about any bill which we send to you, you should contact us straight away.

If you prefer, or if the amount of work required on your case is substantial we may render interim bills periodically whilst the matter is in progress. Should an interim bill not be paid promptly, we reserve the right to suspend work until all amounts due are cleared

Any regular monthly payments you make to us will be applied to your account to clear amounts billed to you. We will always use any amounts received to clear the oldest bill.

We are entitled to retain any money, papers or other property belonging to you which properly came into our possession pending payment of our costs, whether or not the property is acquired in connection

with the matter for which the costs were incurred. This is known as a “general lien”. We are not entitled to sell property held under a lien but we are entitled to hold property, other than money, even if the value of it greatly exceeds the amount due to us in respect of costs.

If there is a problem with your bill

You are entitled to complain about your bill if you think there is something wrong. There may also be a right to object to the bill by making a complaint to the Legal Ombudsman (details in paragraph 19 below) and/or by applying to the court for an assessment of the bill under Part III of the Solicitors Act 1974.

Late Payments

In addition to the sum payable under our account you will be charged daily interest at 8% p.a. thereon from 30 days after the date of a bill.

Credit Card payments are charged in line with the charges passed on to us by the Bank. These charges are available on request. There are no charges for Debit Card payments.

Cash the maximum payment we will accept in cash either at our offices or directly with our bank is £1,000.

Bank Transfers if you want to send money to us through the banking system or on-line our bank details are: Barclays Bank Plc, Sort Code 20-63-25 Account No: 10072982. We do not notify changes to important business information such as bank account details by email. If you receive any communications suggesting that our bank account details have changed, please inform us immediately.

You may be asked to disclose the details of the source of any funds paid to us and failure to do so may mean we are unable to continue to act for you or a delay in completing your work. Where we have to pay money to you, it will either be paid by bank transfer or cheque. It will not be paid in cash or to a third party.

9. Terminating instructions

Normally you may terminate your instructions to us in writing at any time. We are entitled to keep all your papers and documents while money is owing to us. If you are borrowing money we are commonly instructed by your institutional Lenders to act on their behalf. If so, we will have to pass to them information you give us that might be relevant to their decision whether to finance your transaction. If you tell us things that you do not want the Lenders to know and they are relevant to the Lenders, we may have to stop acting for the Lenders and possibly also for you. We will only withdraw from acting for you with good reason and on giving you what notice we reasonably

can. If instructions are terminated by either of us you must pay our charges and disbursements up to the date of termination as set out above.

10. Identification

We are required to obtain satisfactory evidence of the identity of our clients and their connected parties in order to comply with anti-money laundering regulations. Should you fail to provide this we may have to stop acting for you. In addition we may carry out an online identification check through a reference agency of our choosing.

11. Money Laundering Regulations

The Proceeds of Crime Act 2002 (“the Act”) creates a number of offences relating to the proceeds of crime including, for example, monies (however low in value) saved as a result of tax evasion or benefit fraud, whether that money has been saved or spent.

If we become aware of or suspect the existence of the proceeds of crime in your case (whether from you or any other person), then in order to enable us to continue with your case without you and your lawyer committing an offence under the Act, we must report the irregularity to the National Crime Agency (NCA). The NCA will then give or withhold permission for us to continue with the case. Even if the NCA gives permission for the case to continue, it can pass the information received to any relevant body such as the Inland Revenue and an investigation may take place at any time in the future.

If you have any concerns about irregularities in your financial position, or that of other parties involved in the matter you may wish to seek specialist accountancy advice to correct those irregularities before proceeding. Please be aware that accountants are also required to comply with the provisions of the Act.

If financial irregularities are not corrected before you consult us and/or you do not tell us the correct position about your financial affairs, then if we become aware of such irregularities during the course of the case, it is a requirement of the Act that the irregularities are disclosed to the NCA.

The obligations we have under the Act can in certain circumstances override the duty of lawyer/client confidentiality. Please be aware that by accepting these Terms of Business you forego your right to client confidentiality in relation to any information we give to the NCA. If any lawyers engaged in your case spend time in addressing issues arising from the Act, that time will be charged in the same manner as any other work undertaken in relation to your case.

12. Environmental Searches

We have no expertise in understanding or in the interpretation of the results of environmental searches. These often contain technical and/or scientific information and you may need to consult a surveyor, engineer or appropriately qualified firm or individual concerning anything which is unclear to you from such a search.

13. Storage of papers and deeds

Once our charges are paid you are entitled to have all the papers relating to your case if you wish. We will store for you any important documents or deeds which you ask us to save on your behalf on payment of our storage charges of £50 per matter. If we are also acting for your lender or another client in the same matter, for example your spouse/partner or business partner, we may not be able to release our file without the consent of such organisation or person. Otherwise we shall keep your file for a suitable period (at least 6 years). Then it will be destroyed.

We do not normally make a charge for retrieving stored papers or deeds in response to new instructions to act for you. If you require us to retrieve documents for some other purpose we reserve the right to make a charge. We may transfer paper files held in storage to electronic or digital form. If this happens and we are subsequently asked to retrieve it we will supply you with a reconstituted paper file or electronic/digital form if you prefer.

14. Auditing and vetting of files

We have attained the Lexcel quality standard of the Law Society and as a result we are subject to periodic checks by outside assessors. This could mean that your file is selected for auditing. Outside assessors are required to maintain confidentiality in relation to your files.

15. Electronic Communication

We may communicate with you by e-mail but if you do not wish us to do so please let us know. As with all communications email cannot be guaranteed to be secure and may be lost or delayed. Email communications will be dealt with in the same timeframe as post unless your lawyer assesses the nature of the e-mail to be urgent. We are not responsible for and cannot accept liability for any loss or damage of any nature caused by or resulting from the use of email or other electronic forms of communication.

16. Limit of Liability

The Company is covered by Professional Indemnity Insurance for claims up to £10,000,000. It is an express term of our contract with you that our liability to you or any other person entitled to claim against us for any reason arising out of our acting for you in this matter is limited to £10,000,000. By signing the accompanying letter of engagement you are accepting (for yourself and on behalf of any other person whose interests you are representing) that our liability is limited to this figure. Further information with regard to Professional Indemnity Insurance can be made available to you at any of our offices upon request.

17. Undertakings

Nothing is to be regarded as an undertaking by us unless we have expressly stated that it is an undertaking and the undertaking has been signed by a Solicitor of the Company.

18. Right to cancel

If you have not attended our offices in person or we have met with you away from our offices to take your instructions and you are not a business client, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 will apply. You therefore have the right to cancel your contract with us within 14 days of first instructing us. You must inform us of your intention to cancel your instructions before the end of the cancellation period and we recommend that you do this in writing either by post or electronically. If you have asked us to begin work on your matter within the cancellation period you must pay our charges and disbursements for the work we have completed up to the date of the termination of instructions as set out above.

In conveyancing matters, for the purposes of compliance with these regulations, where your instructions to us have not been given at a face to face meeting, completion of your matter will not be completed within 30 days, unless otherwise agreed.

19. Complaints

We are authorised and regulated by the Solicitors Regulation Authority ('SRA') and are expected to observe the SRA Code of Conduct 2011 which can be found at www.sra.org.uk. We are committed to high quality legal advice and client care. If you are unhappy about any aspect of the service you have received or about the bill, please raise them in the first place with the lawyer dealing with your matter. If that does not resolve the problem to your satisfaction please contact the Client Care Director, Simon Hale, who is based at our Beeston Office. We have a procedure in place which details how we handle complaints which is available at: <http://www.ellis->

fermor.co.uk/contact-us/our-complaints-policy/ or on request. If you are not satisfied with our handling of your complaint you can ask the Legal Ombudsman at: PO Box 6806, Wolverhampton, WV1 9WJ, telephone: 0300 555 0333 or email: enquiries@legalombudsman.org.uk 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.

20. Data Protection

The collection and use of your personal data is used primarily for the provision of legal services to you and for related purposes including updating and enhancing client records, legislative and regulatory compliance, statutory returns and analysis to help us manage our practice. Please note that our work may require us to give information to third parties for the purpose of dealing with your matter e.g. expert witnesses or other professional advisers or in connection with your Lender's or Insurer's requirements. By instructing us you are deemed to authorise us to disclose personal data for such purposes. You have a right of access under data protection legislation to the personal data that we hold about you. We shall comply with the requirements of the Data Protection Act 1998 and will not make any unauthorised or illegal disclosure of personal data.

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

21. Financial Services or Insurance Activities

Financial Services -

The Company is not authorised under the Financial Services and Markets Act 2000 but we are able in certain circumstances to offer a limited range of investment services to clients because we are members of the Law Society. We can provide these investment services if they are an incidental part of the professional services we have been engaged to provide. If we think it is appropriate we may recommend you obtain advice from a third party financial planner or advisor, however we are not in any way liable for any advice they may give you.

General Insurance -

We are not authorised 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. We must advise you, however, that if we arrange any insurance we do not do so on the basis of making a full assessment of needs and benefits.

22. Money held on your behalf

We will account for a fair sum in lieu of interest on money held in a general client account. This will not necessarily reflect the highest interest obtainable. Our full policy on the payment of interest is available on request.

Financial Services Compensation Scheme –

If we hold money for you in our General Client Account it is currently placed with Barclays Bank. It is important that you are aware that the £75,000 Financial Services Compensation Scheme indemnity applies to each individual. So, if you hold other money in the same bank, then the limit will remain £75,000 in total (ie your money will be aggregated with the money we hold for you in the same bank). Remember that some deposit-taking institutions have several brands, but the £75,000 limit applies per institution (not to each brand). You should check with your bank, or with the FSA, for more information.

23. Indemnity Insurance

If it is necessary during the course of a conveyancing transaction for any defective title or other indemnity insurance to be put in place we source such policies from across the market. We are not contractually obliged to arrange an individual policy with any particular company and we receive no commission for doing so.

Ellis-Fermor & Negus Limited is a company registered in England and Wales trading as Ellis-Fermor & Negus.
Reg No: 07853015

A list of Directors is available for inspection at our registered office:
5 Market Place, Ripley, Derbyshire, DE5 3BS.

Authorised and regulated by the Solicitors Regulation Authority Reg No: 567496