

Client Care and Terms of Business

The following areas are covered in these terms of business:

1. Service standards
2. Responsibilities
3. Hours of business
4. Anti-money laundering obligations
5. Financial matters
6. Professional indemnity insurance
7. Equality and diversity
8. Data protection
9. Storage of papers
10. Review of files
11. Limitation of liability
12. Applicable law
13. Ending our services

1. Service standards

We aim to provide you with high standards of service at all times. We will:

- keep you regularly informed in writing of progress with your matter;
- communicate with you in plain language;
- explain to you in writing the legal work which is required as your matter progresses;
- keep you advised of the likely timescales for each stage of this matter and any material changes in those estimates.
- Keep you informed of any changes to our charges

2. Responsibilities

To achieve the best possible outcome in your case, we need to work together with you. We will:

- review your matter regularly;
- advise you on the law;

- follow your instructions;
- update you on whether the likely outcomes still justify the likely costs and risks associated with your matter whenever there is a material change in circumstances.
- You need to:
 - provide us with clear and timely instructions;
 - provide us promptly with the information and documents required to complete the transaction.

3. Hours of business

Our office hours are from 9.00 am to 5.00 pm.

4. Anti-money laundering obligations

Evidence of identity

The law requires solicitors, banks, building societies and others to obtain satisfactory evidence of the identity of their client and, at times, people related to the client or their case. This is because solicitors who deal with money and property on behalf of their client can be used by criminals wanting 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, and in any event before we can proceed with your matter. To collect this evidence, our normal practice is to take a photocopy of your original passport and a copy of a utility bill.

If you are unable to provide us with the specific identification requested, please contact our office as soon as possible so that we can discuss alternative ways to verify your identity.

Confidentiality

We are under a professional and legal obligation to keep details of your case confidential. This obligation, however, is subject to a statutory exception, which may require a solicitor who knows or suspects that a transaction on behalf of a client may involve money laundering or terrorist financing to make a disclosure to the Serious Organised Crime Agency.

If we are required to make a disclosure in relation to your matter, we may not be able to inform you that a disclosure has been made. We may also have to cease acting in your matter for a period of time and may not be able to tell you the reasons for it.

5. Financial matters

Financial arrangements

Our policy is to only accept cash up to £250.00 from clients.

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.

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.

Interest on money owed to you

Any money received on your behalf will be held in our practice's client account.

Subject to certain minimum amounts and periods of time set out in the Solicitors' Accounts Rules 1998, interest will be calculated and paid to you at the rate from time to time payable on Barclays Bank plc Ordinary Deposit Accounts.

The period for which interest will be paid will normally run from the date(s) on which funds are received by us, until the date(s) that cheque(s) are issued.

Costs

We will have agreed fees with you and set these out in our client care letter. Expenses and VAT are payable in addition to that amount.

If sufficient funds are available on account, and we have sent you a bill, we will deduct our fees and expenses from the funds.

Payment of a bill is required within 7 days of the date of the bill. We may charge you interest on unpaid bills at 8% per year, from one month after the delivery of our bill.

Insurance advice

We are not authorised by the Financial Services Authority. We are, however, 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 and 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 Authority website at www.fsa.gov.uk/register.

The Law Society is a designated professional body for the purposes of the Financial Services and Markets Act 2000, but responsibility for regulation has been separated from the Law Society's representative functions. The Solicitors Regulation Authority is the independent regulatory body of the Law Society. The Legal Ombudsman deals with complaints against lawyers.

6. Professional indemnity insurance

Under the Indemnity Insurance Rules firms are required to take out and maintain qualifying insurance. Details of our insurance can be found at our offices, or you can contact us to request this information.

7. Equality and diversity

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

8. 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 for management purposes and statutory returns and 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 disclose 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.

9. Storage of papers

We will keep our file of your papers (except any of your papers which you ask to be returned to you) for no more than six years. We will keep the file on the understanding that we have the authority to destroy it six years after the date of the final bill we send to you for this matter. We will not destroy documents you ask us to deposit in safe custody.

If we retrieve papers or documents from 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 for time spent producing stored papers requested, reading, correspondence or other work necessary to comply with your instructions in relation to the retrieved papers.

10. Review of files

Our practice is subject to audit or quality checks by external firms or organisations. These external firms or organisations are required to maintain confidentiality in relation to your files.

11. Limitation of liability

Our liability to you for a breach of your instructions shall be limited to £2 million or such other higher amount as expressly set out 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.

These limitations apply only to the extent that they are permitted by law. In particular they do not apply to any liability for death or personal injury caused by negligence.

12. Applicable law

Any dispute or legal issue arising from our terms of business will be determined by English law and will be submitted to the exclusive jurisdiction of the English courts.

13. Ending our services

You may end your instructions to us in writing at any time, but we will be entitled to keep all your papers and documents while there is still money owing to us for charges and expenses.

We may decide to stop acting for you only with good reason. For example, if you do not pay an interim bill or there is a conflict of interest. We must give you reasonable notice that we will stop acting for you.

If you or we decide that we should stop acting for you, you will be required to pay for the expenses which we have already paid and a percentage of our fees which is considered reasonable to cover the work we have already undertaken.

THANK YOU

Bampton Law LLP