

Donnelly & Elliott Limited Solicitors

Terms of Business

These terms record your agreement for legal services with Donnelly & Elliott Limited Solicitors (“we / us”). Company No 5739075. Registered office 38 Stoke Road Gosport PO12 1JG. Authorised and Regulated by the Solicitors Regulation Authority. A copy of the Solicitors Handbook is available at www.sra.org.uk.

The terms set out in these terms of business (these terms) or as may be updated from time to time apply to all dealings between Donnelly & Elliott Limited Solicitors and the person (including for the purpose of these terms any individual, company, corporation, partnership or other incorporated or unincorporated body) to whom our services are supplied (you). In these terms references to we, us and our are references to Donnelly & Elliott Limited Solicitors and any successor or assignee.

1. OUR COMMITMENT TO YOU

We will Represent your interest independently and keep your business confidential

- Explain to you the legal work which may be required to achieve a successful outcome
- Make sure you understand the likely degree of financial risk you will be taking on
- Keep you regularly informed of progress or when you are next likely to hear from us
- Try to avoid using technical legal language when writing to you
- Deal with your enquiries promptly

2. PEOPLE RESPONSIBLE FOR YOUR WORK

Please see the Service Statement for the name of your contact in our office and the person who can take your call if they are unavailable. We try to avoid changing the people who handle your work but if this is necessary, we will tell you why promptly

3. INSTRUCTIONS

We will ask you for instructions and information which you will agree to be correct and on which we can rely to advise and carry out work for you. You agree to read such advice and guidance as we may send you and to let us have instructions or information requested as soon as reasonably possible. We may accept your authority to act on the instructions of your authorised employee which you agree will be binding on you. You agree we may accept your verbal instructions.

4. TIMING

While we will make every effort to meet your wishes, we cannot guarantee the outcome, timing or dates of a matter or case. There may be circumstances beyond our control or failure of other parties to perform their agreements or obligations to you.

5. OUR WORK FOR YOU

This includes attending, advising and representing you, meetings and phone calls with you and others involved in your matter, reading and preparation of documents, researching the law where necessary, correspondence by letter, fax and email, management of your file and accounts, travelling and waiting where necessary.

6. LEGAL EXPENSES

Unless otherwise agreed in writing with you, the cost of our work for you is charged according to the total of

1. The time taken at the hourly rate specified in our service statement which is subject to periodic review.

This rate will be charged in 6 minute units for the work by the persons named.

Routine letters and telephone calls are charged at 1/10th of the hourly rate.

2. An additional sum to reflect any special advice, speed or skills if required in the matter.
 3. In property matters a value fee at the rate of 0.1% of the price or value of the property
- Except for certain matters agreed with us, we do not accept instructions on a contingency or success basis.

Estimates of our costs are given in good faith in anticipation of the likely work involved proceeding on a usual and reasonable basis. We do not pay referral fees or accept commissions for your work and would not do so without your prior agreement. We reserve the right to increase our costs if additional work, extra speed or special skills are required. We will estimate any increase to you in writing before incurring extra costs and your continued instructions will be deemed acceptance.

We will require payment of our costs and any other amounts due at the conclusion of the work. We may request payment on account in advance. We may, at our discretion, as a condition of acting or continuing to act for you, require payment on account of fees and disbursements and/or payment of interim accounts immediately on delivery. Where funds are held by us in or sent to our client account on your behalf, you authorise us to make payment by deduction from such funds. We reserve the right to raise an interim bill while work proceeds. If you do not wish us to continue, our costs calculated on the work done plus VAT and disbursements incurred will be payable.

VAT at the standard rate is payable on all costs. If payment is not made within 30 days of our sending you a bill or statement, interest is payable on unpaid amounts at 4% over base rate on a daily basis from the bill or statement date until payment. In some circumstances we may have a right to exercise a lien over your deeds or documents if we have unpaid costs. This means that we might be able to keep them until payment is made. You have a right to ask us to explain our costs and if you are unhappy with that explanation, to make a complaint (See 'Service' section of these terms of business). You also have the right to apply for assessment of your bill under Part III of the Solicitors Act 1974.

7. DISBURSEMENTS

These are payments due from you to third parties which we make on your behalf or specific expenses incurred by us such as travelling. These will be itemised in our bill or statement of account separately. We have no obligation to make such payments unless you have provided us with funds for them. If we make payments for you, it is agreed that we may be repaid from any money held on your account.

8. METHODS OF PAYMENT TO US

All money received for you must be cleared to your account at our bank before it can be used on your behalf. The following methods of payment are acceptable at our discretion to ensure clearance.

1. Cheques for payments up to £250 subject to 5 working days clearance.
2. Building society cheques or bankers drafts for any amount subject to 5 working days clearance.
3. Telegraphic transfer for any amount direct to our bank one day before payment is required so no clearance is necessary. This allows you to retain your money and interest as long as possible but your bank will charge a fee for this service.
4. Cash in notes for payments to a maximum of £100.
5. Debit card

9. PAYMENTS

Payments to you or others can only be made from cleared funds on your client account. Cleared funds means in the case of cheques received by us, 10 working days after banking and for BACS/CHAPS payments received by us, 1 working day after receipt. Payments are made to the joint names of all joint clients unless we have prior written authority of all joint clients to make payment otherwise.

10. SMALL BALANCES DUE TO YOU

These can arise at the end of a matter from minor variations in payments or receipts. In the first instance we will always try to return this money to you by cheque or in cash. If after three months we are still unsuccessful this process can become uneconomic in view of the cost of postage and bank charges. If we have another current file for you, we will transfer such amounts to that file. If not, we will notify you and ask you to agree (but you can refuse) that such amounts be paid to our chosen charity currently The Rowans Hospice.

11. INTEREST

We will pay interest on cleared money held by us on your behalf in our general client account but only if it is fair and reasonable to do so and only if the interest gained exceeds £30 in total. The rate of interest will be the rate achieved by us on our Client Account for the amount held. Our Client Account rate is currently 0.40% but can change without notice. We can pay a higher rate of interest where this is achieved by us on sums deposited in a long term account and held for the term of the deposit. Normally we would not open a deposit account unless the sum held is £500,000 or more and we know that the money is to be held by us for at least three months or if a lower amount of £50,000 to £500,000 is held, where we know that it is to be held by us for at least 6 months.

12. WORK NOT INCLUDED

Unless specifically agreed by us in writing, our advice does not include advice on laws other than in England and Wales or on taxation (except Stamp Duty Land Tax), financial planning or accounting. You should contact your accountant. We can help you find one.

13. INVESTMENT ADVICE & INSURANCE

Sometimes our work for you may involve investments or insurance arrangements.

We are not authorised by the Financial Conduct Authority and so may refer you to someone who is authorised to provide any necessary advice. However we can provide certain limited services in relation to investments and insurance provided they are closely linked with the legal services we are providing to you, as we are regulated by the Solicitors Regulation Authority.

If you have a problem with the service we have provided for you then please let us know. We will try and resolve any problem quickly and operate an internal complaints handling system to help us resolve the problem between ourselves. If for any reason we are unable to resolve the problem between us then we are regulated by the Solicitors Regulation Authority and complaints and redress mechanisms are provided through the Solicitors Regulation Authority and the Legal Complaints Service.

14. INSURANCE

We are included on the register maintained by the Financial Conduct Authority (LS 439703) 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 FSA website at www.fsa.org.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 and complaints handling has been separated from the Law Society's representative functions. The Solicitors Regulation Authority is the independent regulatory body of the Law Society and the Legal Ombudsman is the independent complaints handling body set up by Parliament

15. PROVISION OF SERVICE REGULATIONS 2009

We comply with the above regulation by displaying the required details of our Professional Indemnity Insurance in our office.

16. IDENTITY

In order to comply with the law on money laundering, and for your protection from identity fraud, we need to obtain evidence of your Director's / Secretary's / Authorised Employee's identity as soon as practicable. We will ask you to provide us with the documents to verify your identity and address. We are entitled to refuse to act for you if you cannot provide appropriate proof of identity. You/they agree that we may keep a photograph of them in our records. In relation to electronic checks, you/they also agree that we may use personal information provided by you/them to conduct appropriate anti-fraud checks. Personal information which you/they provide may be disclosed to a credit reference or fraud prevention agency, which may keep a record of that information.

17. DISCLOSURE REQUIREMENTS

Solicitors are under a professional and legal obligation to keep the affairs of their client confidential but we owe separate overriding obligations to the Court in upholding the administration of justice. Legislation on money laundering and terrorist financing has placed solicitors under a legal duty to disclose information to the Serious and Organised Crime Agency. Where a solicitor knows or suspects that a transaction on behalf of a client involves money laundering, the solicitor may be required to make a money laundering disclosure. If this happens, we may not be able to inform you that a disclosure has been made or of the reasons for it. We may also be required to reveal your confidential information if we suspect that you have been or are about to become either involved in or the victim of a crime or other breach of the law.

Unless you instruct us in writing to the contrary we may share details of any complaints or other aspects of your file with the Legal Ombudsman and our regulators, the Solicitors Regulation Authority, to assist them in monitoring risk management, dealing with complaints made against us, our levels of competence and compliance with our ethical and regulatory rules and guidelines.

By signing and returning these terms of business, you confirm we may disclose to other parties in your matter and their agents and advisers information concerning your involvement in the transaction, including any related sale or other financial arrangements. You may withdraw this authority at any time but we may not then be able to negotiate successfully on your behalf.

We will not be liable for any loss, damage or delay arising out of the firm's compliance with any statutory or regulatory requirement.

18. CLIENT MONEY

You agree we may hold money you pay us in a client account complying with the Solicitors Account Rules. This means at a bank whose main office or branch is within England and Wales with permission from the FSA to accept deposits. We do not accept liability for any loss of client money through the failure of any bank institution government or state or through failure of any scheme intended to cover such money or in respect of balances over £75,000 per client. Our general client account is at Metro Bank PLC. If you hold other money with this bank, please note that the Financial Services Compensation Scheme (FSCS) limit is £75,000 in total per person unless those sums are classed by the FSCS as a 'temporary high balance' for which greater protection may be provided for a period of up to 6 months. You can check with your bank, the FSA or a financial adviser. To assist you in recovery, we would need to pass your details to the FSCS. By signing these terms, you authorise us to make this disclosure.

19. STORAGE OF FILES, DOCUMENTS AND INFORMATION

We will keep your file for not less than 1 year on the understanding that we then have your authority to destroy it. We may retain it for longer in paper or in electronic form. We make no charge for files while in storage but we reserve the right to charge for investigating or supplying information from a file. We will not destroy documents you ask us to keep for you but may charge an administrative fee

for their release or despatch. If you have a mortgage, we cannot release original documents without your lender's consent.

20. DATA PROTECTION

We are a registered data controller and hold your particulars on our database. You authorise us to keep all information concerning yourself or your matters in any form we choose including electronic, photographic or other media. We will not release your details to third parties but you agree we may send you information in any format including email on legal matters which may be of interest to you.

21. EMAIL

If you email us or request email as a preferred method of contact, you agree that we may send you at our discretion information to the email address received from you in place of hard copy by post. Email is not a secure method of communication and can cause computer problems eg from viruses. Our email is not encrypted and may be seen by others with access to your email. Email may be delayed or not received by antivirus/spam programs or internet problems. Use of email does not guarantee a priority response. We accept no responsibility for any loss whatsoever arising from use of email.

22. THE CONSUMER CONTRACTS (INFORMATION CANCELLATION AND ADDITIONAL CHARGES) REGULATIONS 2013 ("THE CONSUMER CONTRACTS REGULATIONS")

The Consumer Contracts Regulations covers contracts that are deemed to involve 'distance selling' or be made 'off premises'. If the contract we make with you is through distance selling or is off premises as defined by these regulations then you are entitled to a 14 day cooling off period in which you can cancel the contract for our services without any cost and/or charge ('the cooling off period'). We cannot then start work for you until the cooling off period has passed. By signing these terms:

1. you agree that we should start work within the cooling off period.
2. you agree that should you cancel your contract at any time (including within the cooling off period) you will be responsible for the payment of all costs and disbursements including those incurred during the cooling off period.

23. EQUALITY & DIVERSITY

This firm is committed to promoting equality and diversity in all its dealings with clients, third parties and employees, and has a written equality and diversity policy. Please ask if you would like a copy.

24. SERVICE

We hope that you will have no reason to feel other than satisfied with our services. However, if you are unhappy, please tell the person dealing with your matter as soon as possible. They will send you a written response. If you are still unhappy, please write or telephone asking for the supervisor mentioned in our introductory letter, who will look into the problem fully and sympathetically. In the unlikely event that agreement cannot be reached, within 8 weeks, you can ask the Legal Ombudsman to look into the matter. The time limits for bringing a complaint are six years from the date of the act or omission about which you are complaining or three years from when you should reasonably have known of the circumstances leading to a complaint. The Legal Ombudsman's guidance leaflet 'Here to Help' is incorporated in the Client Copy of our terms of business.

25. TERMINATION

You may terminate your instructions to us at any time but we will be entitled to keep all your papers and documents while there is money owing to us. If you do not wish us to continue doing work and/or incurring charges and expenses on your behalf, you must tell us this clearly in writing.

We may stop acting for you if you are in breach of terms agreed with us. If so, we will tell you the reason and give you notice in writing.

26. ADDITIONAL TERMS

Please note that additional terms of business apply in our work for you in different department as shown below. Further, our Terms may be modified or added to in our correspondence with you to meet the requirements of your matter or circumstances.

In addition to our general Terms of Business these terms apply when we are acting for you in the following matters.

CONVEYANCING

ACTING FOR YOU AND YOUR SELLER/BUYER

In Gosport and surrounding areas, it can often occur that you arrange to buy a house owned by an established client of ours or you may arrange a sale to an established client of ours. You may be told of this by the agent or become aware of it when you receive agent's details confirming the transaction. Under the Solicitors Code we may not be able to act for both parties. We will advise at the earliest opportunity whether we can or not.

We can sometimes act for both parties if there is no conflict of interest and you are both happy but we fully understand if one party wishes to appoint a separate firm. Please contact us to discuss any issues which give you concern, particularly if you anticipate difficult negotiations or conflict with the other party. We for our part arrange that each party is separately represented by an experienced solicitor/conveyancer within our office and that information, discussion, advice and correspondence for each party are dealt with independently, confidentially and at arm's length.

ACTING FOR YOU AND YOUR LENDER

The Solicitors' Code of Conduct permits us to act for you and your lender in mortgage transactions provided no conflict of interest exists or arises.

Your lender's instructions are set out in the Lenders Handbook. If you are dependent on its mortgage loan to complete a purchase, you agree that the Lender's instructions and requirements may take precedence over your instructions or wishes. If a conflict of interest arose between you and your lender, we might need to stop acting for one or both parties.

LAW SOCIETY CONVEYANCING QUALITY SCHEME

As a result of our commitment to providing an excellent client service the Law Society has accredited us under its Conveyancing Quality Scheme. We have agreed that the Law Society can contact our clients directly to obtain feedback on our service. You are entitled to opt out of this in which case please tick the box on the final page of this booklet.

MORTGAGE REDEMPTIONS

In a sale transaction, your lender and your sale contract will require that your mortgage is redeemed from the sale proceeds before any payment is made to you. You authorise us to rely on the redemption figure given by your lender and to give your buyer's solicitors an undertaking to repay the mortgage debt from the sale proceeds when received. You agree that we may at our option either retain an appropriate amount to cover any shortfall pending final confirmation of redemption or require you after completion to repay any additional sum to your lender or us as appropriate immediately.

LITIGATION INCLUDING FAMILY MATTERS

PAYMENTS ON ACCOUNT

Please note we do not offer credit for these matters and we will ask you to make payment in advance on account of our fees and disbursements. These payments will vary according to the nature of your case. We will agree them with you before proceeding and confirm our requirements to you. We may ask you

to make payments by standing order direct to our bank account when we will provide a standing order form. See our terms for other methods of payment.

We cannot pay any disbursement on your behalf unless we have sufficient money on account. Any money held by us for you may be used to reimburse us for any such payment. In court proceedings, we will not go on the Court Record as acting for you until a method of funding has been agreed with us and put in place, with adequate payment on account as agreed.

LEGAL EXPENSES INSURANCE

If you hold legal expenses insurance, please let us have full details of the policy at the outset without delay. It is unlikely that it will cover divorce and related family matters. Authority normally has to be obtained from the Insurers before any steps can be taken. Failure to do so may mean you are not covered. Please note that it is your responsibility to ensure that your Insurers have been notified of the case within the time limit specified by the policy and that your Insurers approve our appointment on your behalf. We do not accept instructions on the basis that payment will be made by the Insurers unless they have confirmed to us that they will do so.

COSTS RECOVERY

In litigation, an unsuccessful party may be ordered to pay the successful party's costs upon the conclusion of the case. It is rare that an order will cover the successful party in full. This is a complex area which we will explain further if it affects your position. If you are entitled to recover such costs, please note our work to enforce an order or obtain recovery will be payable by you at our rates of charge as advised. Recovery depends upon your opponent's financial state and cannot be guaranteed. Our bills to you must be paid in accordance with our terms of business and cannot be deferred pending recovery from an unsuccessful party.

LEGAL AID

We can no longer offer publicly funded services. We can refer you to a firm who provides these services.

PROBATE

LATE PAYMENTS

Occasionally we receive payments after an estate has been completed and we are unable to trace beneficiaries. You agree to keep us informed of your change of address for at least one year after the estate is completed. You agree that the costs VAT and disbursements incurred dealing with such payment and if necessary in tracing any executor or beneficiary may be deducted from any such late payments received.

TRAVELLING

If we agree to visit you at home or need to travel from our office by car in connection with your matter eg to Court, a charge will be made at the current mileage rate (currently 45p per mile travelled plus VAT). Other travel costs, including parking, will be charged at the actual cost. Travelling time will be charged at the hourly rate of charge.

PAYMENTS BY US

We do not normally charge for payments made by cheque or by BACS but we reserve the right to do so in cases of multiple payments on behalf of clients (eg. distribution of funds not covered by a letter charge). Otherwise, our charges are:

- CHAPS or other same or next working day to your account £30 plus VAT inclusive of bank charges.
- SWIFT (payment to foreign bank accounts with clearance unknown) £42 plus VAT – recipient will have any bank charges deducted.

- Cheques or BACS to multiple recipients (clearance to recipient in up to 4 working days) £15 plus VAT for the first or only payment and £5 for each payment made in the same batch.

TERMS OF BUSINESS

Unless otherwise agreed, these Terms will apply to future instructions you may give to our firm. Although continuing instructions will amount to acceptance, we may not be able to start work until your signed copy of these Terms has been received. We reserve the right to amend our terms and give you reasonable notice of any changes.

I/WE CONFIRM I/WE HAVE READ AND UNDERSTOOD AND I/WE ACCEPT THESE TERMS OF BUSINESS AND CONFIRM THAT THE LEGAL OMBUDSMAN’S GUIDANCE LEAFLET ‘HERE TO HELP’ IS INCORPORATED IN THE CLIENT’S COPY OF THE TERMS OF BUSINESS

Client 1 Sign:

Print Name:

Client 2 Sign:

Print Name:

Date:

IMPORTANT IF YOU HAVE INSTRUCTED US BY A NON FACE-TO-FACE METHOD EG PHONE, LETTER, EMAIL, PLEASE SIGN AND RETURN THE CONFIRMATION OF INSTRUCTIONS & COPY TERMS OF BUSINESS **ASAP** SO WE CAN START YOUR WORK AS SOON AS YOU WISH

CONVEYANCING CLIENTS ONLY

I do not want to be contacted by the Law Society to provide feedback: (Tick if appropriate)
Please tick the box if this statement applies to you.

Matter Number:

V1 GBT02