

TERMS OF BUSINESS

1. APPLICATION OF TERMS

1.1 These Terms of Business ("the Terms") apply to all work carried out for clients ("you, your") by Forrester Sylvester Mackett LLP ("we, us, our") and are to be read in conjunction with all correspondence with you. If there is a conflict between such correspondence and the Terms, the Terms will prevail. Your initial and continuing instructions will amount to your acceptance of these Terms.

1.2 Forrester Sylvester Mackett is a trading name of Forrester Sylvester Mackett LLP (no. OC398477) with registered office as 61 St Mary Street, Chippenham, Wiltshire SN15 3JH. VAT No.137 82 98 32.

2. WORK COVERED

2.1 We will exercise due skill, care and diligence in carrying out the work identified in your instructions and agreed by us as part of our brief.

2.2 We will only advise you on the detailed taxation aspects of any proposed course of action where specifically instructed to do so.

3. RESPONSIBILITIES

3.1 We will:

- represent your interests and keep your affairs confidential.
- Explain to you the legal work which may be required and the prospects of a successful outcome.
- Balance the prospects of success in contentious matters against the likely costs.
- Advise if public funding (formerly Legal Aid) or other methods of funding your case might be available to you.
- Review your matter regularly
- Advise you of any changes in the law relevant to your matter
- Advise you of any circumstances and risks of which we are aware or consider to be reasonably foreseeable that could affect the outcome of your matter
- Make sure that you understand the likely degree of any financial risk which you will be taking on.
- Keep you regularly informed of progress or, if there is none, when you are next likely to hear from us.
- Try to avoid using technical legal language when writing to you – tell us when we fail in this aim!
- Deal with your queries promptly e.g. we will always try to return your phone calls the same day.

3.2 In return we ask that you:

- give us clear, timely and accurate instructions that allow us to do our work properly;
- not ask us to work in an improper or unreasonable way;
- provide all documentation required to complete a transaction in a timely manner;
- safeguard any documents which are likely to be required during the conduct of your matter;
- not deliberately mislead us;
- co-operate with us;
- in contentious matters co-operate with experts and attend Court or Tribunal hearings when asked to do so;
- maintain responsibility for your own commercial decisions and have regard to the restrictions of the scope of our work

4. FEE STRUCTURE

4.1 Subject to paragraph 4.2 below, our fees will be calculated on a time basis. This means all time spent on your matter will be recorded in units of one tenth of an hour and will then normally be charged to you at the relevant hourly rate, unless a fixed fee has been agreed. Time spent on your matter will include meetings with you, considering, preparing and working on papers, correspondence and telephone calls. The hourly rates will be advised to you in writing at the outset of the work to be undertaken and are subject to revision on the 1st October each year. You will be advised of any changes in these rates as soon as practicable.

4.2 In addition to the above, in some instances our fees may also be calculated and invoiced by reference to what is fair and reasonable for the work in question in all the circumstances of the case, as set out in the Solicitors' (Non-Contentious Business) Remuneration Order 2009, in particular but not limited to:

- the complexity of the matter or the difficulty or novelty of the questions raised;
- the skill, labour, specialist knowledge and responsibility involved;

- the number and importance of the documents prepared or considered, without regard to length;
- the place where and the circumstances in which the business or any part of the business is transacted;
- the amount and value of any money or property involved;
- the importance of the matter to the client.

4.3 Unless fees are clearly stated in writing to be a fixed sum any indication of likely costs is an estimate only, exclusive of VAT and disbursements, and subject to change as matters progress and the full amount of the work becomes apparent. The level of fees will be periodically advised to you as matters progress or if the original estimate is likely to be substantially inaccurate (unless this is clearly apparent from the circumstances).

4.4 If you wish, you may set an upper limit on your fees.

4.5 Fees estimated or quoted will not cover work outside the original brief, for which an additional charge – based on the principles referred to above – will be made.

4.6 Expenses or disbursements incurred in carrying out the work may also be added to the bill including, for example, photocopying, travelling expenses, courier fees, court fees and other similar items. In particular the following will be added: -

4.6.1 A file opening charge of £15 plus VAT;

4.6.2 A fee of £30 plus VAT in respect of any interbank transfer of funds made on your behalf; and any additional expenses incurred to make an international transfer.

4.7 Taxes payable (such as stamp duty land tax) and fees incurred on your behalf, including those of Counsel, process servers and the Court, are also payable by you. As we are directly responsible for such fees, payment of these in full will usually be required in advance.

4.8 Our fees are payable as set out above even if the proposed transaction is not completed.

4.9 We do not carry out any contentious work on the basis that the payment of our fees is contingent or conditional on a particular outcome unless specifically agreed in writing.

4.10 VAT will be charged where applicable on all fees and disbursements at the appropriate rate.

5. PAYMENT OF FEES

5.1 Our bill is payable on delivery.

5.2 In property and other transactions, unless previously agreed by us the following will apply:

5.2.1 Fully cleared funds (including fees, VAT and disbursements) will be required in our account before completion of a transaction. This normally means your cheque will need to be paid to us at least 7 clear banking days before the completion date.

5.2.2 Fees, VAT, disbursements and any other amounts due to us on any bill will be deducted from any funds held by us on your behalf.

5.3 We may invoice you for fees and disbursements periodically even though the work is not completed.

5.4 In most cases, especially litigation matters, a payment on account of anticipated costs and disbursements (including Counsel's and other fees) will be required before any work is undertaken or during the course of the matter.

5.5 If any request for payment on account or payment of an interim bill is not met on time, we are entitled to cease further work on that matter and any other matter being handled by us for you.

In such circumstances we accept no liability for the effects of delays or loss suffered by you as a consequence.

5.6 We may charge interest at 4% per annum over National Westminster Bank Plc's Base Rate (as varied from time to time) on any amounts unpaid after 1 month from the delivery of the bill or request for disbursements (if earlier) in accordance with article 5 of the Solicitors' (Non-Contentious Business) Remuneration Order 2009.

5.7 Subject to paragraph 5.8 below, our bill is payable by the person or persons to whom it is addressed and the liability for payment shall not be the responsibility of any third party unless this has been expressly agreed by us in writing and the bill contains wording making this clear.

5.8 Where work has been carried out for a limited company or Limited Liability Partnership (LLP) then responsibility shall, in the first instance, be that of the company or LLP. However, by agreeing to these Terms of Business, each and every director of the company or designated member of the LLP guarantees, jointly and severally, to pay any fees owed by the company or LLP and we reserve the right to pursue recovery of any unpaid fees from each and all of the company's directors or LLP's designated members if payment is not made within 56 days of the fees becoming due.

5.9 When a matter is quoted as a fixed fee and the matter does not proceed to completion, you will be charged a percentage of the fixed fee (but not exceeding the fixed fee), depending on the stage of the



transaction reached when it becomes abortive. Any disbursements paid out on your behalf will be payable in full.

6. CONTENTIOUS MATTERS

- 6.1 In contentious matters involving court proceedings you will be responsible for payment of our fees in full regardless of any order for costs made against any opponent.
6.2 If a court case is lost by you the probability is that you will have to pay your opponent's costs as well as your own.
6.3 Even if you are successful the opponent may not be ordered to pay the full amount of your fees and may not be capable of paying what they have been ordered to pay.
6.4 In cases where fixed recoverable costs apply, we are entitled to charge you and are entitled to keep, any fixed costs recovered.
6.5 If an opponent is publicly funded you may not recover your costs even if successful.
6.6 We are entitled to retain any interest on costs awarded to you by the Court for beating a Part 36 Offer made by you.

7. PAYMENT OF INTEREST TO CLIENTS

- 7.1 A copy of the firm's interest policy is available on request.

8. FILES AND DOCUMENTS

- 8.1 After completing the work we will normally keep your file for no more than 6 years before it is destroyed.
8.2 We will normally charge £15.00 + VAT for retrieval of documents held in storage by us which you have requested.
8.3 The copyright in all original documents prepared by us and in our publications is and shall remain our property.
8.4 Details about you (e.g. name, address, date of birth) may be retained by us indefinitely and, unless you inform us in writing to the contrary, we may, from time to time, use these details to send you information which we think might be of interest to you and for other marketing purposes.
8.5 You will keep us updated as to your contact details and you authorise us to make a reasonable charge to you to ascertain your whereabouts in the event we need to contact you about your affairs should we not have your current contact details.

9. MONEY LAUNDERING

- 9.1 The Proceeds of Crime Act 2002 places us under an obligation to report any suspicion that funds derive from the profits of serious crime.
9.2 The Money Laundering, Terrorist, Financing and Transfer of funds (information of payer) Regulation 2017 which require us to verify the identity of all new clients.
9.3 Under these regulations we have to keep our records for at least 6 years.
9.4 Without the prior agreement of a partner we do not accept payments in cash of more than £500 (or £1,000 if paying a bill) or make payments in cash to any third parties.

10. LIABILITY

- 10.1 We will be liable only to you and not to any third party.
10.2 We shall not be liable for advice given or documents prepared relating to particular circumstances or for a particular transaction if such advice or documents are used without our express consent in other circumstances or for another transaction.
10.3 Details of the firm's Professional Indemnity Insurance (PII) is available at all of the firm's offices.

11. CONFIDENTIALITY

- 11.1 Any correspondence or reports prepared on behalf of you are confidential as between us and you unless otherwise clearly agreed or implied by the circumstances.
11.2 We hold quality marks awarded by Lexcel, and the LAA. It may be that at an annual audit by these bodies your file may be audited by an external auditor.
11.3 You authorise us to disclose all your files and papers held by us to our professional indemnity insurers and brokers who will respect and maintain the confidentiality of your documents.

12. TERMINATION

- 12.1 You may terminate your instructions in writing at any time.

12.2 We are entitled to keep all your papers and documents while there is money owing in respect of any matter on which we have been instructed by you.

12.3 If a mortgage lender is involved in a transaction we normally expect to receive instructions from them to act on their behalf. If so, we will have to pass them information you provide that might be relevant to their decision on whether to finance the purchase.

12.4 We will decide to stop acting for you only with good reason and, if possible, on giving you reasonable notice.

12.5 If we or you decide that we will no longer act for you, you will have to pay for any unbilled work and any other expenses as set out earlier.

12.6 Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (Distance Selling), for some non-business instructions, you may have the right to withdraw, without charge, within 14 working days of the date on which we were asked to act. However, if we start work with your consent within that period, you lose that right to withdraw.

13. QUERIES OR CONCERNS

13.1 We are committed to providing a high quality legal service to all our clients. If, however, you have any complaints, queries or concerns about our work or our charges, please raise them initially with the person carrying out your work or the person with overall responsibility for it who will respond within five working days.

13.2 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 any concerns at the first opportunity.

13.3 If you cannot resolve a complaint with us you should contact the Legal Ombudsman. You can do so by writing to PO Box 6806, Wolverhampton, WV1 9WJ, by visiting their website www.legalombudsman.org.uk or by telephone on 0300 555 0333.

We/I agree to the above terms. (Where more than one person is instructing, please both sign below)

Signed:.....

Position (if applicable).....

Name:.....

Date:.....

October 2019