SOLICITORS

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 or family mediation 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.

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 and 4.3 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 periodic review. 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, postage costs (outside of the normal requirement), court fees and other similar items. In particular the following will be added: -

4.6.1 A matter assessment fee* of up to £75 plus VAT will be charged on each file that is opened.

*Mandatory compliance requirements including identity (I.D.) verification, anti-money laundering checks, conflicts of interest assessments and secure electronic file setup.

4.6.2 A fee of up to £40 plus VAT will be charged for the electronic verification of your identity, depending on the type of matter on which you instruct us. The fee is a price per check not per transaction. Electronic verification checks will be carried out, as a minimum, every 12 months until the conclusion of a matter. There may also be the need to carry out electronic verification checks on other key stakeholders in a matter. Corporate clients will face additional fees for checks on the company, the directors and shareholders.

4.6.3 A fee of £40 plus VAT in respect of any interbank transfer of funds made on your behalf; and any additional expenses incurred to make an international transfer.

4.6.4 A fee of £75 plus VAT per person will be charged in property transactions where Armalytix is used to undertake source of funds and wealth checks. Where a client elects not to use Armalytix, a fee of £150 plus VAT per person will be charged for the checks to be undertaken by us, which includes the review of up to three bank accounts. We reserve the right to charge an additional fee of £50 plus VAT for each bank account reviewed in excess of three.

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 payment 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, 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 unsuccessful. 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 even if this means us receiving more than you have been invoiced or would have been payable to you. Where our fees are in excess of any fixed costs recovered, you remain responsible for the shortfall.

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

In accordance with the Solicitors Accounts Rules it is this firm's policy to account to its clients for a sum in lieu of interest on a fair and reasonable basis, and in accordance with the provisions below, where the firm holds money in a general client account on behalf of a client to which it is providing legal services.

7.1 This firm only holds client money which is collateral to the purpose of the retainer for legal services for which we have been engaged and we do not act as a bank for client funds.

7.2 Client monies are usually held in a general client bank account or accounts in which amounts for different matters and for different clients are pooled.

7.3 The cost of resources required to undertake calculations for sums paid in lieu of interest are disproportionate in many cases to the amount of such sums and accordingly, we have certain policies to obviate the necessity to calculate and pay sums in lieu of interest in certain situations.

7.4 This firm may not pay a sum in lieu of interest at the full rate of interest which we earn on general clients funds to clients as this is an enhanced rate we receive by holding large levels of aggregated client funds.

7.5 The sum paid in lieu of interest may be more, but may be less, than the rate of interest obtainable by clients managing their own funds.

7.6 The calculation of any sum due in lieu of interest due to a client on any particular matter accrues once the funds received are treated as cleared funds by our bank and is then calculated on a daily basis and credited at the conclusion of the firm's retainer when funds are paid away ('the calculation period').

7.7 Sums due in lieu of interest will not be paid if the total of funds held on behalf of a client are less than £25,000.

7.8 If the total amount calculated in lieu of interest amounts to less than £50 in any calculation period or any sum held for a period of five complete working days or fewer no sum in lieu of interest will be paid.

7.9 Clients have the right to make alternative arrangements for the holding of their funds during the course of a transaction except where the firm has professional obligations to hold the money in our client bank account(s).

7.10 Where the client makes alternative arrangements for the holding of their funds we reserve the right to charge at our usual fee earner rates for any work carried out or third party costs incurred in implementing the client's requests.

7.11 The amount paid in lieu of interest fluctuates according to the rate of interest that the firm can secure from time to time from its nominated bankers.

8. FILES AND DOCUMENTS

8.1 After completing the work we will normally keep your file for 6 years before it is confidentially destroyed, unless you are informed otherwise at the time of closing the file. Should you require the return to you of any documents provided by you to us, you must tell us as soon as possible and upon completion of the work, otherwise such documents will normally be confidentially destroyed by us prior to storing our file. Any documents which you ask us to store in safe custody will not be destroyed.

8.2 We will normally charge £25.00 + VAT for retrieval of your file and/or 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. It is an offence for anyone to prejudice an investigation by “tipping off” a person who is the subject of suspicion or any third party that the person is suspected of money laundering.

9.2 The Money Laundering, Terrorist, Financing and Transfer of funds (Amendment) Regulation 2019 requires us to verify the identity of all clients. Thus it is a condition of us accepting new instructions that upon request clients provide evidence to verify their identity, and where they live.

9.3 Under these regulations we have to keep our records for at least 6 years. If you wish to have your file or papers we have to keep copies for which a charge will be made.

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) in any 12 month period 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 however we may engage reputable third-party providers to perform secretarial duties, such as typing. All such providers will be required to comply with our confidentiality and data protection standards.

11.2 We are a licenced partner of Microsoft and use their products to assist us in carrying out work for our clients. This may include at times, Microsoft 365 Co-Pilot for Business. Our use of Artificial Intelligence (AI) is subject to strict data privacy and client confidentiality standards, using secure and enterprise-grade platforms that prohibit public data training.

11.3 We hold the quality mark, Lexcel, awarded by the Law Society and it may be that an external auditor representing this body may audit your file. If you do not wish this to happen you should notify us in writing.

11.4 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. If you do not wish the documents to be disclosed to our insurers and brokers, you should notify us in writing.

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, as far as the law allows, 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. If you tell us things that you do not want the lender to know and they are relevant to the lender, we may have to stop acting for the lender and possibly also for you.

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 **t**he 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. Acceptance of these terms and conditions of business will amount to such consent. If it is sought to withdraw instructions, notice should be given by telephone, e-mail or letter to the person named as being responsible for your work. The regulations

require us to inform you if the work involved is likely to take more than 30 days.

13. QUERIES OR CONCERNS

We are committed to providing a high quality legal and mediation services to all our clients.

13.1 Family Mediation Services - Should you be unhappy with the conduct of any of our mediators, please raise them initially with your mediator. If that does not resolve the problem to your satisfaction, then please review our family mediation complaints process that is available upon request or at www.fsmsolicitors.co.uk/mediation/

13.2 Legal Services - Should 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 Head of Department, who will respond within five working days. If that does not resolve the problem to your satisfaction, then please contact the Complaints Partner, Jeff Williams, or in his absence, Matthew Paterson. A copy of the complaints procedure is available upon request or at https://fsmsolicitors.co.uk/complaints-procedure/

13.3 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, and, in any event, no later than 1 year of the date of the act or omission about which you are concerned or no later 1 year of when you should reasonably have known that there was cause for complaint.

13.4 If you cannot resolve a complaint with us you should contact the Legal Ombudsman. You can do so by writing to PO Box 6167, Slough, SL1 0EH, by visiting their website http://www.legalombudsman.org.uk/, by telephone on 0300 555 0333 or send an email to enquiries@legalombudsman.org.uk. Should you not be satisfied with our final response and wish to make a complaint to them, you must make your referral within 6 months of our final response and, in any event, no later than 1 year of the date of the act or omission about

which you are concerned or no later than 1 year of when you should reasonably have known that there was cause for complaint. If you are unhappy with our behaviour, you can refer the matter to the Solicitors Regulation Authority (SRA) by visiting their website http://www.sra.org.uk/ or by telephone on 0370 606 2555.

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

Signed (Client 1):	**Signed (Client 2):**
Print Name:	**Print Name:**
Position: (if applicable)	**Position: (if applicable)**
Date:	**Date:**

If additional clients, please sign and provide details as per the above: