

Terms and conditions of business Beers LLP

In these terms and conditions, the expression "you" and "your" refer to the client of Beers LLP, and "we", "us" and "our" refer to Beers LLP

1. Charges

- 1.1. Our charges are usually based on the time we spend on work undertaken on your behalf. This will include, for example: meetings with you and perhaps others; considering, preparing and working on papers; making and receiving telephone calls; correspondence, and any time spent travelling, or appearing before courts or tribunals. Value Added Tax ("VAT") is in almost every case payable on our charges, at the rate applicable when the work is billed. Our VAT Registration Number is 900 8922 36.
- 1.2. Our charges are normally calculated by reference to an hourly charging rate, and by reference to six minute units. For example, a telephone call lasting four minutes would be charged as one unit, and an attendance lasting thirty minutes would be charged as five units. The hourly charging rate is reviewed from time to time, and we will notify you in writing of any changes.
- 1.3. In addition to the time spent, we may also take into account other factors in assessing the level of our charges. These may include the complexity of the work, the speed with which action must be taken, the expertise or specialist knowledge which the matter requires and the value of any property involved or which is the subject-matter of a claim. The rates may be higher if, for example, the matter becomes more complex than expected, or if your instructions mean we have to work outside normal office hours. We will always notify you in writing of any increase in the hourly rate charged.
- 1.4. At the beginning of a matter, we will provide you with an estimate of our charges. This estimate is based on the information you have supplied to us. There may be cases where new information comes to light or unforeseen circumstances occur which may add extra costs to the transaction. Should this be the case we will inform you of any changes to the estimate provided.
- 1.5. Where costs are recoverable (in whole or in part) from someone else (for example, in a contested claim) you still remain primarily responsible for paying of our charges. You will also be responsible for paying the charges and expenses of seeking to recover any costs that the court orders the other party to pay to you.
- 1.6. You authorise us to make payments on your behalf (called "disbursements"), such as court fees, fees for medical reports, search fees, stamp duty, Stamp Duty Land Tax, land registry fees or barrister's fees, and you agree to refund to us any money paid on your behalf, together with VAT if appropriate.
- 1.7. You or we may set a limit on the charges and expenses to be incurred. This means that you agree to pay charges and expenses incurred up to the agreed limit, without us needing to refer to you again. We will inform you as soon as it appears that the limit may be exceeded, and will not exceed the limit without first obtaining your agreement. If you do need us to work within a fixed budget, we will stop when we reach the budget limit and wait for your further instructions. This may mean that the work is unfinished.
- 1.8. If, for any reason, this matter does not proceed to completion then, unless otherwise agreed in writing, you will be responsible for payment of our charges for any work done and/or expenses incurred on your behalf.

2. Payment

- 2.1. It is usual for us to ask for a payment on account of our charges and expenses before we start work on your behalf. We may request further payments on account for charges and expenses to be incurred as the matter progresses. We will account to you for all sums received at the conclusion of your matter, but it is important that you understand that your total charges and expenses may be greater than any advance payments you have made.
- 2.2. Unless otherwise agreed, we may send you interim bills or ask for money on account of our charges. We reserve the right to terminate our retainer (that is to say, to refuse to take any further action on your behalf) if money requested from you has not been paid within 28 days of the due date.
- 2.3. Payment of our charges is due as soon as we send you our bill. Article 5 of the Solicitors' (Non-Contentious Business) Remuneration Order 2009 allows us to charge you interest on unpaid bills. If your bill remains unpaid after 14 days, you agree to pay interest at the rate payable on judgment debts from that date, calculated on a daily basis.
- 2.4. If you have any query about your bill, you should contact the person dealing with your matter immediately.
- 2.5. If we agree to delay sending or seeking payment of a bill and subsequently recover all or part of that bill from another party, we reserve the right to retain any interest paid by that party on the charges included in that bill.
- 2.6. Money received from you or on your behalf (including money that we receive from another party in settlement of any claim or court proceedings) will be applied first towards the settlement of any outstanding charges, and may be held by us as a payment on account for future charges.
- 2.7. We may charge you an administration fee of £75 plus VAT and our legal costs for any overdue invoices that are referred to our Debt Recovery team.
- 2.8. You are under an obligation to advise us of any change of address. Your failure to do so will result in a Tracing Agent being instructed. You will be liable for all of our costs, expenses and fees incurred as a result of such action.
- 2.9. For disputes about charges or payment see paragraph 12 below.

3. Payment by debit or credit card

If we agree to accept payment of any money to us by debit or credit card we may apply a surcharge on the amount paid. For disputes about payments by card see paragraph 12.4 below.

4. Holding Clients' Money

All money paid to us by clients to hold on their behalf is placed in a client account with Lloyds Bank plc. In the event of the collapse of Lloyds Bank plc the Financial Services Compensation Scheme ("FSCS") provides cover for losses up to a limit of £75,000 per individual client. This limit applies to all monies held in the same deposit-taking institution by you or on your behalf, so that if you also have personal monies with Lloyds Bank plc this limit will apply to the total amount you have with Lloyds Bank plc, whether it is held by us on your behalf or in your personal account. Lloyds Bank plc may also trade under other names and if you have funds with them under those other names they will also count towards the total covered under the FSCS scheme. You should check either with any organisation holding money for you or the Financial Conduct Authority or a financial advisor for more information.

In the event that Lloyds Bank plc collapses you agree that we may disclose details of all money deposited on your behalf with Lloyds Bank plc through us, together with your full name and address, as required by the FSCS scheme.

It is unlikely that Beers LLP will be held liable for losses resulting from a banking failure, which may also delay or prevent us from completing the matter in which we are instructed on your behalf. Neither will we be liable for any losses or additional costs which may arise as a result.

5. Interest on Clients' money

You agree that there is no right to interest on any money held by us on your behalf. To facilitate the transaction in which we are instructed money is held in a current bank account where interest rates are low. As we try to hold client money for as short a time as possible, any interest would in most cases be small when compared with the underlying transaction. There is also expense in calculating and paying over sums of interest. We make interest calculations half-yearly, and if the amount of interest otherwise due is less than £20 then nothing will be paid. We review this de minimis figure from time to time. Above this level interest will normally be paid unless we agree otherwise with you. There is no contractual right to any interest that may be earned by reason of the total amount of clients money held by us with our bank.

6. Lien

Please note that pending payment of our charges we reserve the right to exercise a lien (a right of retention) in respect of any money, papers or other property held by us on your behalf.

7. Termination

- 7.1. You may terminate your instructions to us in writing at any time. Special terms may apply where a conditional or contingency fee agreement is in operation.
- 7.2. In some circumstances, we may consider that we ought to stop acting for you if, for example, you cannot give clear or proper instructions on how we are to proceed, or if it is clear that you have lost confidence in how we are carrying out your work, or if you do not pay an interim bill or comply with our request for a payment on account (see 2.1 and 2.2 above).
- 7.3. On any termination of instructions, you agree that you will pay our charges, calculated on an hourly basis, and any disbursements incurred on your behalf, unless special terms apply.

8. Safekeeping of deeds, wills and powers of attorney

- 8.1. If you ask us to place deeds, wills, codicils, powers of attorney or other similar documents in our secure storage facility on your behalf, you agree to pay our reasonable charges for doing so.
- 8.2. We will charge an accession fee for placing such documents into storage, and a withdrawal fee for withdrawing them from storage. We will waive the accession fee if we have acted for you in the matter which has given rise to your ownership of the documents in question, and we will waive the withdrawal fee if their withdrawal is required in connection with a matter in which we act on your behalf. The accession fee and the withdrawal fee are both currently £50 + VAT and are subject to review from time to time.
- 8.3. Please note that our storage of your deeds, wills, codicils, powers of attorney or any other documents on your behalf does not impose on us any obligation to advise you of changes in the law or taxation which may mean that you should review the terms of such documents. Documents stored on your behalf will not be destroyed without your agreement.

9. Copying and certifying of stored documents

If you ask us to make copies of any documents we are storing for you, and/or if you require such copies to be certified, you agree to pay our reasonable charges for doing so. Our charges for copying documents are currently £1 plus VAT per

page for ordinary documents, and £2 plus VAT per page for certified documents. Both are subject to review from time to time.

10. Keeping your file

- 10.1. We will keep your file (including associated papers except for any of your papers which you ask to be returned to you) for a limited period of time. This is normally 6 years. In some cases, such as employment work, or abortive property transactions, we may keep your file for a shorter time. Your file may be stored in electronic format, physical format or both.
- 10.2. We regret that it is not practical for us to store your file indefinitely. We will therefore retain your file on the understanding that we have your authority to destroy it at the end of the storage period.

Please indicate on the Acknowledgement Form if you **DO NOT** wish your file to be destroyed. In such a case, you agree that at the end of the storage period we may notify you at your last address known to us that your file is available for you to collect. Alternatively you may make arrangements for your file to be returned to you by post or courier, at your expense. If your file has not been collected within 28 days of our notification to you then you agree that we may destroy your file in any event. If your file is in electronic format then we may return it to you in that format only.

11. Complaints handling

- 11.1. Beers LLP is committed to high-quality legal advice and client care. If you are unhappy about any aspect of the service you receive from us, or about our charges, please contact Jonathan Ward, either by telephone on 01752 246012, by e-mail to jonathan.ward@beersllp.com, or by post at our Kingsbridge office. We will try to resolve any problem quickly, and we operate an internal complaints-handling system to help us to resolve any problem as soon as possible.

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) (website: www.legalombudsman.org.uk) to consider it.

- 11.2. Beers LLP has a written client care procedure. To obtain a copy, please contact Richard Jones, either by telephone on (01548) 855010, by e-mail to richard.jones@beersllp.com, or by post at our Kingsbridge office.

12. Disputes over charges or payments

- 12.1. If you are unhappy about the amount we have charged you, please follow our Complaints Handling procedure as set out in paragraph 11 above.
- 12.2. In non-contentious cases, if you are not satisfied with the amount of our charges you should also be aware that:-
 - 12.2.1. Sections 70, 71 and 72 of the Solicitors Act 1974 set out your rights in relation to having the bill assessed by the Court. There are time limits within which you must apply.
 - 12.2.2. We are entitled to charge interest on the outstanding amount of our charges, in accordance with Article 5 of the Solicitors' (Non-Contentious Business) Remuneration Order 2009, and we will do so at the rate payable on judgment debts, from 14 days after delivery of our bill.
- 12.3. In contentious cases, you may be entitled to have the bill assessed by the Court. This is called "detailed assessment". The procedure is set out in sections 70, 71 and 72 of the Solicitors Act 1974. There are time limits during which you must apply.
- 12.4. Where any payment is made by debit or credit card, you agree that any dispute arising out of that transaction will be dealt with solely according to our

Complaints Handling procedure (including where necessary by referral to the Legal Ombudsman), to the exclusion of any procedure operated by the debit or credit card provider.

13. Communication

We have the facility to send and receive communications by e-mail, and in appropriate circumstances we will use this method of communication unless we are instructed by you to the contrary. If you contact us by e-mail, we will assume that we have your agreement to reply by e-mail, unless you have expressly instructed us otherwise. Please bear in mind that e-mails are not secure, and no agreed service delivery standards apply to internet communications. Just as we cannot control what happens to material sent by conventional mail we cannot control the time it may take for an e-mail to reach a recipient, or the use that a recipient may make of that e-mail. . We do not accept any liability for any loss arising from conventional mail or e-mail not arriving on time, or not arriving at all, or for any consequences of interception or loss of confidentiality.

You are responsible for ensuring that any filters applied to your email system are configured to allow emails from us to reach you.

Please indicate on the Acknowledgement Form if you **DO NOT** wish us to communicate with you via e-mail where the facility exists.

14. Outsourcing of work

We may ask other companies or people to do typing, photocopying or other work on our files to ensure it is done promptly. We will always seek a confidentiality agreement with these outsourced providers.

15. Data protection

15.1. All of your dealings with us are confidential. We will not disclose details of them, or even the fact that you are a client, to any third party without your consent unless we are legally obliged to do so.

15.2. We use the information you give to us primarily for the provision of legal services to you and for related purposes including updating and improving client records, analysis to help us manage our practice, statutory returns and legal and regulatory compliance

15.3. 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 give 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.

15.4. We may from time to time send you information which we think might be of interest to you.

Please indicate on the Acknowledgement Form if you **DO NOT** wish us to forward this information to you.

15.5. Please note that telephone communications may be recorded.

15.6. Beers LLP is implementing the Law Society’s Practice Management Standards and Lexcel (the Law Society Quality Standard). One requirement of these quality standards is that randomly-selected client files are inspected by an outside assessor. The purpose of the inspection is to monitor our performance against the standards required. Unless you inform us in writing, you agree to such an inspection if the assessor chooses your file. The strictest confidentiality will, of course, be maintained.

Please indicate on the Acknowledgement Form if you **DO NOT** wish your file to be

subject to inspection by any outside assessor.

16. Financial Conduct Regulation

Sometimes, our work on your behalf involves investments. We are not authorised by the Financial Conduct Authority to provide financial services, and so we may refer you to someone who is authorised to provide any necessary advice. We are permitted to provide certain limited services in relation to investments or certain insurance products, provided they are closely linked with the legal services we are providing to you, as we are regulated for that purpose by the Solicitors Regulation Authority.

17. Financial and insurance mediation authorisation

Although Beers LLP is not authorised by the Financial Conduct Authority to provide financial services, it is included on the register maintained by that authority which permits us to carry on insurance mediation activity. This means, broadly, advising on, selling and the administration of insurance contracts. This part of our business includes arrangements for complaints or redress if anything goes wrong, and is regulated by the Solicitors Regulation Authority. The register can be accessed via the Financial Conduct Authority website at www.fsa.gov.uk.

18. The Law Society, the Solicitors Regulation Authority, and the Legal Ombudsman

The Law Society is a designated professional body for the purposes of regulating financial conduct, 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, and the Legal Ombudsman is the independent complaints-handling body for solicitors.

19. Money laundering, confidentiality and proof of identity

- 19.1. The Proceeds of Crime Act 2002 places an obligation on all solicitors to obtain and keep evidence of identity and place of residence for all clients. We use an outside supplier to deal with the compulsory requirements upon us and we will charge you £5 plus VAT per person checked for doing so. We are also required to establish the origin and destination of money which passes through our accounts.
- 19.2. Solicitors have a professional and legal obligation to keep the affairs of clients confidential. This obligation is, however, subject to limited exceptions. In particular, recent legislation on money laundering and terrorist financing has placed solicitors under a legal duty in certain circumstances to disclose information to the Serious and Organised Crime Agency. If, while we are acting for you, it becomes necessary to take such a step, we may not be able to inform you that a disclosure has been made, or of the reasons for it.
- 19.3. You agree to provide this firm with a complete indemnity in respect of any losses, liabilities, debts or damage(s) occasioned in connection with any disclosure we are required to make to the relevant authorities under either The Proceeds of Crime Act 2002, or the Money Laundering Regulations in force at the time, however such losses, liabilities, debts or damage(s) arise.
- 19.4. We will not normally accept more than £500 in cash as payment on account or settlement of charges. If you circumvent this policy by depositing cash directly with our bank, we reserve the right to charge for any additional checks we consider necessary or desirable regarding the source of the funds.

20. Limitation of liability

- 20.1. You agree that our liability to you for a breach of your instructions is limited to £6million, unless we expressly agree otherwise in writing. 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.

20.2. We can only limit our liability to the extent the law allows. In particular, we cannot limit our liability for death or personal injury caused by our negligence.

20.3. We are not liable to repay money lost through a banking failure.

21. Equality and diversity

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

22. Customer survey

It is very important to us that you are happy with the standard of service we provide, and at the end of the matter we will send you a customer survey form. We would be grateful if you would take the time to fill this in and return it, so that we can monitor our levels of service and client satisfaction.