

ELMHIRST PARKER LLP – General Terms of Business

Introduction

These General Terms of Business apply to the supply of legal services by Elmhirst Parker LLP to a client pursuant to an engagement letter. By instructing or continuing to instruct Elmhirst Parker LLP, you, the client, are deemed to have accepted these terms and conditions.

Elmhirst Parker LLP is a limited liability partnership under the Limited Liability Partnerships Act 2000 with partnership number OC318370. It is a legal entity with its own legal personality entirely separate from that of its employees and members. In this document it is referred to as the LLP. The registered office of the LLP is 17/19 Regent Street, Barnsley, S70 2HP.

The employees and the members of the LLP do not assume legal liability or personal responsibility for the legal services provided. This legal liability and responsibility is only assumed by the LLP as a limited liability partnership and is subject to these general terms and conditions of business.

Each clause in these terms and conditions of business constitutes a separate and independent provision. If a court or authority of competent jurisdiction judges any provision to be void or unenforceable, the remaining provisions shall continue in full force and effect.

Quality standards

The firm has attained the ISO 9001/LQS quality standard. As a result of this, we are subject to periodic checks by outside assessors. This could mean that your file is selected for checking, in which case we would need your consent for inspection to occur. All inspections are, of course, conducted in confidence. If you prefer to withhold consent, work on your file will not be affected in any way. Since very few of our clients do object to this, I propose to assume that we do have your consent unless you notify us to the contrary. We will also assume, unless you indicate otherwise, that consent on this occasion will extend to all future matters that we conduct on your behalf. Please do not hesitate to contact me if I can explain this further or if you would like me to mark your file as not to be inspected.

Limitations on Liability

- Our liability and any liability of members and employees in connection with our services shall be limited (or excluded in the case of anyone other than the LLP) in accordance with these General Terms of Business.
- Our maximum aggregate liability to you and any other claimants arising from or in connection with our legal services shall be limited to the maximum amount for which we are indemnified in respect of such liability under our professional insurance indemnity policies, which is currently £10 million.
- The foregoing limitation applies to the maximum aggregate liability arising in contract or tort or equity or under statute or otherwise howsoever for any loss or damage suffered by you (or by any other party) or any other form of monetary liability arising from or in connection to the LLP's legal services howsoever the loss or damage or other form of liability is caused including our negligence.
- The foregoing limitation does not apply to fraud.
- Where you comprise more than one person or there is more than one beneficiary of the LLPs' legal services, the limitation of our liability under these General Terms and Conditions shall be apportioned by the claimants amongst themselves.

People responsible for your work

- The person responsible for your work is given in the engagement letter. We will try to avoid changing the people who handle your work but if this cannot be avoided, we will tell you promptly of any change and why it may be necessary.
- The partner overseeing your work is given in the engagement letter.

Charges and expenses

- Our charges will be calculated mainly by reference to the time actually spent by the solicitors and other staff in respect of any work that they do on your behalf. This will include meetings with you and perhaps others, reading and working on papers, correspondence, preparation of any detailed costs calculations, and time spent travelling away from the office when this is necessary.
- Routine letters are charged as six minute units of time and we charge for the time spent on making and taking telephone calls in six minute units and considering incoming letters at units of three minutes per page.
- The hourly rate of the person dealing with your matter is given in the engagement letter or schedule provided. We will add VAT at the rate that applies when the work is done. The rates of other fee-earners will be provided where necessary or on request.
- These hourly rates have to be reviewed periodically to reflect increases in overhead costs and inflation. Normally the rates are reviewed with effect from 1 September each year. If a review is carried out before this matter has been concluded, we will inform you of any variation in the rate before it takes effect.
- In addition to the time spent, we may take into account a number of factors including any need to carry out work outside our normal office hours, the complexity of the issues, the speed at which action has to be taken, any particularly specialist expertise that the case may demand. In particular, in property transactions, in the administration of estates and in matters involving a substantial financial value or benefit to a client, a charge reflecting, for example,

the price of the property, the size of the estate, or the value of the financial benefit may be considered. It is not always possible to indicate how these aspects may arise but on present information we would expect them to be sufficiently taken into account in the rates which we have quoted. Where a charge reflecting any value element is to be added, we will explain this to you.

- Solicitors have to pay out various other expenses on behalf of clients ranging from Land or Probate Registry fees, court fees, experts' fees, and so on. We have no obligation to make such payments unless you have provided us with the funds for that purpose. VAT is payable on certain expenses. We refer to such payments generally as 'disbursements'.
- If, for any reason, the matter does not proceed to completion, we will be entitled to charge you for work done and expenses incurred unless stated otherwise in the engagement letter.

Payment arrangements

- Property transactions. We will normally send you our bill following the exchange of contracts and payment is required on a purchase prior to completion; and at completion, on a sale. If sufficient funds are available on completion, and we have sent you a bill, we will deduct our charges and expenses from the funds.
- Administration of estates. We will normally submit an interim bill at regular stages during the administration, starting with the obtaining of a grant. The final account will be prepared when the estate accounts are ready for approval.
- Other cases or transactions. It is normal practice to ask clients to pay sums of money from time to time on account of the charges and expenses which are expected in the following weeks or months. We find that this helps clients in budgeting for costs as well as keeping them informed of the legal expenses which are being incurred. If such requests are not met with prompt payment, delay in the progress of a case may result. In the unlikely event of any bill or request for payment not being met, this firm must reserve the right to stop acting.
- Payment is due to us within 1 month of our sending you a bill. Interest will be charged on a daily basis in line with the County Court Act rate from time to time from the date of the bill in cases where payment is not made within one month of delivery by us of the bill.

Other parties' charges and expenses

- In some cases and transactions a client may be entitled to payment of costs by some other person. It is important that you understand that in such circumstances, the other person may not be required to pay all the charges and expenses which you incur with us. You have to pay our charges and expenses in the first place and any amounts which can be recovered will be a contribution towards them. If the other party is in receipt of legal aid, no costs are likely to be recovered.
- If you are successful and a court orders another party to pay some or all of your charges and expenses, interest can be claimed on them from the other party from the date of the court order. We will account to you for such interest to the extent that you have paid our charges or expenses on account, but we are entitled to the rest of that interest.
- You will also be responsible for paying our charges and expenses of seeking to recover any costs that the court orders the other party to pay to you.
- A client who is unsuccessful in a court case may be ordered to pay the other party's legal charges and expenses. That money would be payable in addition to our charges and expenses. Arrangements can be made to take out insurance to cover liability for such legal expenses. Please discuss this with us if you are interested in this possibility.

Interest payment

- Any money received on your behalf will be held in our Client Account. Subject to certain minimum amounts and periods of time set out in the SRA Accounts Rules, interest will be calculated and paid to you at the rate from time to time payable on our bank's Designated Client Accounts. The period for which interest will be paid will normally run from the date(s) on which cleared funds are received by us until the date(s) of issue of any cheque(s) from our Client Account.
- Where a client obtains borrowing from a lender in a property transaction, we will ask the lender to arrange that the loan cheque is received by us a minimum of five working days prior to the completion date. If the money can be telegraphed, we will request that we receive it the day before completion. This will enable us to ensure that the necessary funds are available in time for completion. Such clients need to be aware that the lender may charge interest from the date of issue of their loan cheque or the telegraphing of the payment.

Identity and Disclosure Arrangements

- We are entitled to refuse to act for you if you fail to supply appropriate proof of identity for yourself or for any principal whom you may represent.
- Solicitors are not allowed to disclose information about a client's affairs without the client's authority. By signing these Terms of Business and returning the form to us, you authorise us to disclose to the other parties in the transaction and, if applicable to all other parties in the chain of transactions and their agents and advisers all information which we have in relation to your involvement in the transaction including any related sale or mortgage and other financial arrangements and wishes as to dates for exchange and completion. You may withdraw this authority at any time but if you do so you should appreciate that we will inform the other party or parties and their agents and advisers that this authority has been withdrawn.

Proceeds of Crime Act

- We are regulated by the Proceeds of Crime Act 2002 and are obliged to report certain matters to the National Crime Agency (NCA) and we cannot tell you what we have reported. We are also obliged to ask about the source of funds that you intend to use in any transaction.
- We are unable to accept sums of cash in excess of £500.

Incidental Investment Business

- Sometimes conveyancing / family / probate company work involves investments. 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, provided they are closely linked with the legal services we are providing to you, under the Law Society.
- If you have a problem with the service provided for you, then please let us know. We will try to 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, you can contact our regulator, Solicitors Regulation Authority (SRA), which also provides a complaints and redress scheme.

Insurance Distribution Activities

- We are not registered by the Financial Conduct Authority. However, we are included on the Exempt Professional Firms (EPF) register maintained by the Financial Conduct Authority so that we can carry out 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 SRA. The register can be accessed via the Financial Conduct Authority's website at <http://www.fca.org.uk/firms/systems-reporting/register/search/exempt-firms>.
- This firm does not conduct an analysis of all providers. There is no contract between this firm and any insurance company and no financial benefit to this firm from arranging insurance for you.

Storage of papers and documents

- After completing the work, we are entitled to keep all your papers and documents while there is money owing to us for our charges and expenses. In addition, we will keep your file of papers for you in storage for not less than one year. After that, storage is on the clear understanding that we have the right to destroy it after such period as we consider reasonable or to make a charge for storage if we ask you to collect your papers and you fail to do so. We will not of course destroy any documents such as wills, deeds, and other securities, which you ask us to hold in safe custody. No charge will be made to you for such storage unless prior notice in writing is given to you of a charge to be made from a future date which may be specified in that notice.
- If we retrieve papers or documents from storage in relation to continuing or new instructions to act in connection with your affairs, we will not normally charge for such retrieval. However, we may make a charge based on time spent for producing stored papers or documents to you or another at your request. We may also charge for reading, correspondence or other work necessary to comply with your instructions.

Termination

- You may terminate your instructions to us in writing at any time but we will be entitled to keep all your papers and documents while there is money owing to us for our charges and expenses. If at any stage 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.
- If we decide to stop acting for you – for example, if you do not pay an interim bill or comply with the request for a payment on account – we will tell you the reason and give you notice in writing.

Limited companies

- When accepting instructions to act on behalf of a limited company, we may require a director and/or controlling shareholder to sign a form of personal guarantee in respect of the charges and expenses of this firm. If such a request is refused, we will be entitled to stop acting and to require immediate payment of our charges on an hourly basis and expenses as set out earlier.

Tax Advice

- Any work that we do for you may have tax implications or necessitate the consideration of tax planning strategies. We may not be qualified to advise you on the tax implications of a transaction that you instruct us to carry out, or the likelihood of them arising. If you have any concerns in this respect, please raise them with us immediately. If we can undertake the research necessary to resolve this issue, we will do so and advise you accordingly. If we cannot, we may be able to identify a source of assistance for you.

Communication between you and us

- Our aim is to offer all our clients an efficient and effective service at all times. We are proud that we hold the accreditation ISO 9001:2015. We hope that you will be pleased with the work we do for you. However, should there be any aspect of our service with which you are unhappy, please raise your concern in the first place with the fee-earner responsible for your matter. If you still have queries or concerns, please contact our Client Care Partner, Keith Haggerty, at our Abbey Yard, Selby, office. If we are unable to resolve your complaint, then you can have the complaint independently looked at by the Legal Ombudsman. The Legal Ombudsman investigates complaints about service issues with lawyers.

- .
- We will aim to communicate with you by such a method as you may request. We may need to virus-check disks or e-mail. Unless you withdraw consent, we will communicate with others when appropriate by e-mail or fax but we cannot be responsible for the security of correspondence and documents sent by e-mail or fax.
- The Data Protection Act requires us to advise you that your particulars are held on our database. We may, from time to time, use these details to send you information which we think might be of interest to you.

Legal Ombudsman and Solicitors (LO) Regulation Authority (SRA)

- * If you are dissatisfied with any part of our service, you are able contact the LO – 0300 555 0333 – enquiries@legalombudsman.org.uk – www.legalombudsman.org.uk – PO Box 6806, Wolverhampton, WV1 9WJ or the SRA, <https://www.sra.org.uk/consumers/problems>, 0300 555 0333. The Legal Ombudsman expects complaints to be made to them within 1 year of the date of the act or omission about which you are concerned or within 1 year of you realising there was a concern.

Distance Selling

- * Under the Consumer Contracts Regulations 2013, you have the right to cancel a service contract concluded through distance selling within 14 days. By signing these General Terms of Business you agree to waive this right to cancel, enabling us to start work immediately. You also agree that no deadline is imposed on the LLP for the performance of the service. Conclusion of the service contract is on our receipt of a signed copy of these General Terms and Conditions

Provision of Services Regulations 2009

- * Information on VAT registration, professional indemnity insurance, professional rules and complaint resolution can be found in the document of the same name on the main page of our website, www.elmhirstparker.com.

External Audits

- * As this firm has various accreditations, we are subject to external quality audits. Let us know if you do not want external auditors to see your file.

Terms and conditions of business

- * Unless otherwise agreed, and subject to the application of the then current hourly rates, these Terms and Conditions of Business shall apply to any future instructions given by you to this firm.
- * Although your continuing instructions in this matter will amount to an acceptance of these Terms and Conditions of Business, it may not be possible for us to start work on your behalf until one copy of them has been returned to us for us to keep on our file.