

1. Introduction.

1.1 You will receive a letter from us which will record the terms upon which we are accepting your instructions referred to as the "Letter of Engagement". A copy of these Terms and Conditions of Business will be enclosed with that letter. By signing and returning the copy Letter of Engagement provided you are accepting that you fully understand and accept the Letter of Engagement and these Terms and Conditions of Business. These Terms and Conditions govern the relationship between Middleton & Upsall LLP, an incorporated firm (the Firm) and its Clients. They may not be changed, unless agreed in writing by a Partner of this Firm. Your continuing instructions in a matter will amount to your acceptance of these Terms and Conditions of Business from the date that you first instructed the Firm in that matter. If there is any conflict between the terms of the Letter of Engagement and these Terms and Conditions of Business then the Letter of Engagement will take precedence.

1.2 The Cancellation of Contracts made in a Consumer's Home or Place of Work etc. Regulations 2008 affects Clients who need a home visit, usually due to disability or illness. At the time of the visit, if it is the first time the Client has been seen by a member of the Firm, a notice will be given to inform him/her of the right to cancel the contract. The Client can in writing request that the contract be performed before the end of the cancellation period (7 days) and the Client must pay for services supplied in those circumstances. If a request is not made, we are not obliged to start work until the cancellation period has expired.

1.3 The Firm has been awarded the Law Society Lexcel accreditation and Investors in People (IIP). This requires the Firm to meet stringent quality standards.

2. Responsibility for work.

2.1 The person named in the Letter of Engagement will have day-to-day responsibility for your matter and may be assisted by other members of staff as the matter progresses. That letter also identifies the partner with overall responsibility.

2.2 We try hard to avoid changing the people who are handling your work but if this cannot be avoided we will notify you promptly who will be handling your matter and why the change was necessary.

2.3 It may be appropriate sometimes to use the specialist skills and knowledge of other members of the Firm. Their hourly rates may be different from the people undertaking most of the work on your matter. We will try to let you know the hourly rates before they become involved but that may not always be possible.

3. Your Responsibilities

3.1 To allow us to advise you fully, we need to have full details of the matter. You can help us by giving full clear instructions, providing all relevant documents, acting promptly and telling us about any time limits that you consider relevant.

3.2 The advice provided in any Will prepared by us is based solely upon the information which you supply to us and upon current law at the time of preparation of the Will. It is your responsibility to inform us of any changes in circumstances which may affect the operation of the Will. This Firm does not accept responsibility for notifying you of any changes in law or legal decisions (including in relation to tax planning) which may affect the terms of the Will.

4. Charges and expenses.

4.1 Our charges are based on the time we spend dealing with a matter. Time spent will include meetings with you and, where appropriate and necessary, with others; any time spent travelling; drafting documents; considering papers, letters and emails received and preparing for meetings, and where appropriate, attending court on your behalf. We also charge for drafting and sending letters and emails and making and receiving telephone calls.

In addition to the time spent, we may take into account a number of factors, which include the complexity of the issues, the speed at which action must be taken, the expertise or specialist knowledge that the case requires and where appropriate the value of the property or subject matter involved. On the basis of the information currently available we expect that the hourly rate set out in the letter of Engagement will cover those factors. If this changes we will notify you.

4.2 The letter of Engagement accompanying these terms of business confirms the hourly rate or rates that will be applicable to your matter. Time spent on your matter is recorded in units of six minutes unless the matter is the subject of a fixed fee or quotation.

4.3 The hourly rate or rates will be reviewed from time to time and if an increase occurs we will notify you in writing.

4.4 Routine letters and emails that we write will be charged at $\frac{1}{10}$ th of the hourly rate.

4.5 Routine telephone calls that we either make or receive will be charged at $\frac{1}{10}$ th of the hourly rate.

4.6 Other letters and emails and telephone calls, which are not routine, will be charged on the basis of the time that they take to deal with.

4.7 The amount of our charges, which you will have to pay, may be greater than the amount that you can recover from another party.

4.8 We will add VAT to our charge at the rate that applies when the work is done. The present rate of VAT is 20%.

4.9 There may be certain other expenses, including payments which we make on your behalf e.g. Court fees, search fees, experts' fees, barristers' fees, land registry fees which we will have to pay. VAT is payable on certain expenses. We will notify you in advance where possible of such expenses and seek your approval to incur those expenses. You will usually be asked to pay those fees and expenses on account before the cost is actually incurred.

4.10 We will inform you if any unforeseen additional work becomes necessary, (for example, due to unexpected difficulties or a change in your instruction.) We will inform you of the estimated cost of the additional work before any extra charges and expenses are incurred.

4.11 The Letter of Engagement will contain one of the following:

4.11.1 A fixed fee for the work to be done on your behalf

4.11.2 An estimate of the likely costs of the work to be done on your behalf which should **not** be regarded as a fixed fee

4.11.3 A forecast within a possible range of costs

- 4.11.4 An explanation for the reason why it is not possible to fix or give a realistic estimate or forecast of the overall costs, but which gives the best information possible about the cost of the next stage of the matter
- 4.12 Where appropriate, limits may be set on the charges and expenses being incurred. Any limit will be shown in the accompanying letter. This means that we may carry out work up to the agreed limit without the need to refer back to you. We will inform you as soon as it appears that the limit may be exceeded and we will not exceed the limit without your agreement.
- 4.13 If for any reason, your matter does not proceed to completion we will charge you for the work done and any expenses incurred.
- 4.14 We will keep you informed of the level of charges incurred to date at intervals of not more than six months.
- 4.15 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. The accompanying letter will set out details of payments required on account.

5. Billing Arrangements.

- 5.1 We reserve the right to send you an interim bill for our charges and expenses at monthly intervals or at appropriate stages in the matter while the work is in progress.
- 5.2 We will send you a final bill after completion of the work.
- 5.3 Payment is due within twenty eight days of us sending you a final bill but we request payment within fourteen days.
- 5.4 Interest is chargeable on any bill outstanding after twenty eight days at the statutory rate (currently 8%) and if the Client is a business, profession or local authority it will be the statutory rate **plus** the reference rate (which is the Bank of England base rate) pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 and the Late Payment of Commercial Debts Regulations 2002 and in compliance with the Guide to the Solicitors Code of Conduct 2007. Interest is charged on a daily basis. Interest can be accrued if all or part of a bill remains unpaid.
- 5.5 Under the statutory provisions referred to in paragraph 5.4 we are entitled to recover compensation in respect of costs incurred in recovering outstanding debts if the Client is a business, profession or local authority. The amount of compensation depends upon the amount of the unpaid debt. There are 3 levels of debt, each of which carries a corresponding amount of compensation. The current levels of compensation are:
- 5.6.1 Up to £999.99 = £40
- 5.6.2 £1,000 to £9,999.99 = £70
- 5.6.3 £10,000 or more = £100

If you have any query about your bill, including a complaint about the bill, you should contact the person with responsibility for your matter immediately or Charles Goodbody the Complaints Partner. There may also be a right to object to the bill by making a complaint to the Legal Ombudsman and/or by applying to the court for an assessment of the bill under Part III of the Solicitors Act 1974.

- 5.7 Payment of costs and disbursements will be accepted by cheque, debit card or credit card. In the case of credit card payments for disbursements or other costs which are not profit

costs or VAT, a charge of 2.5% will be levied to cover the additional costs incurred by the Firm.

6. Payment of your charges by another person/payment of other persons legal charges by you.

- 6.1 You will always be primarily responsible for the payment of our bill.
- 6.2 In appropriate cases, we will discuss with you whether your charges and expenses may be payable by another person or body.
- 6.3 If your matter involves court proceedings and you are successful, the amount that the other party is ordered to pay may be less than you have to pay us or they may be unable to pay the amount they are ordered to. If this happens, you will have to pay the balance.
- 6.4 If the other party has the benefit of public funding by the Legal Services Commission you are unlikely to get back any charges and expenses even if you win your case.
- 6.5 If a court orders another party or body to pay some or all of your charges and expenses, interest can be charged on them. You will be entitled to receive that interest only where you have paid our charges and expenses on account.
- 6.6 If it is necessary to take further action to recover any charges and expenses that a court orders another party to pay, you will be responsible for our charges and expenses for taking that action.
- 6.7 In some circumstances (e.g. Where you lose your case) you may be ordered to pay the other parties legal charges and expenses. That money will be payable in addition to our charges and expenses. It may be possible to insure against those expenses and we will discuss that with you in appropriate cases.
- 6.8 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.

7. Storage of papers and documents.

- 7.1 After completion of your case we are entitled to keep all your papers and documents while there is money owing to us for our charges and expenses.
- 7.2 We will retain our file of papers (except for any of your papers and documents which you have asked to be returned to you) for not less than eight years following the date of the final bill, after which it may be destroyed. We retain the file on the basis that we have your authority to destroy it at that time.
- 7.3 We will not normally charge for retrieving your file from storage.
- 7.4 We will not destroy any documents (such as a Will or Title Deeds) that you ask us to retain. No charge is made for storage of Wills. An annual charge of £25 + vat is made for the storage of Deeds which is payable by direct debit. Documents are retained at your risk.
- 7.5 If you give us new instructions or ask us to advise you in relation to a file of papers held by us we may make a charge for the work involved in considering the papers and advising you in the matters you then raise.

8. The Proceeds of Crime Act 2002 (the Act) & The Money Laundering Regulations 2007 (the Regulations)

Solicitors are under a professional and legal obligation to keep the affairs of the client confidential. This obligation, however, is subject to a statutory exception: 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. 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 disclosure. If, while we are acting for you, it becomes necessary to make such a disclosure, we may not be able to inform you that it has been made, or of the reasons for it, because the law prohibits 'tipping-off'. Where the law permits us, we will tell you about any potential money laundering problem and explain what action we may need to take.

9. Data protection notice (The Data Protection Act 1998)

9.1 We will use your personal information for administration, statistical analysis, risk assessment, money laundering compliance, and any other statutory requirement. We will disclose your information when required to do so for these purposes. We may keep your information for a reasonable period to contact you about our services in the future and we will store your file for a minimum of 8 years at the conclusion of work carried out on your behalf.

9.2 By acknowledging receipt of these Terms and Conditions, you consent to our processing sensitive personal data for the above purposes and seeking a consumer report on you if deemed appropriate.

9.3 You have a right to ask for a copy of your information (for which we may charge a small fee) and to correct any inaccuracies in your data.

9.4 To make sure we follow your instructions correctly and to improve our service to you through training of our staff, we may monitor or record communications.

9.5 If you give us information about another person, you confirm that the other person has appointed you to act on his/her behalf and has agreed that you can:

9.5.1 give consent on his/her behalf to the processing of his/her personal data (including any sensitive personal data)

9.5.2 receive on his/her behalf any data protection notices

9.6 **Mandatory information – You must provide the identification data referred to in our Terms & Conditions of Business.**

9.7 Voluntary information – To enable us to provide you with the best possible service you may be asked to provide other personal data.

10. Evidence of Identity

10.1 The Money Laundering Regulations 2007 (the Regulations) require us to obtain evidence of identity for all Clients and persons with a beneficial interest, which includes evidence of name and evidence of address. Please complete the attached Client Information Form (ML1) for the purpose of the Regulations. We also require this information if it is necessary to confirm your ownership of Property. To check your identity we use an Electronic Identification Verification System provided by IDYourClient.com. It is a condition of our

retainer that you consent to us doing so, on your behalf and that of beneficial owners. The programme assists us, by verifying your identity against various different data sources in line with Anti Money Laundering Regulations. When we attempt to verify your identity, the process involves checking the details you supply, against those held on databases provided by various agencies and organisations to which IDYourClient.com has access, for example, the Passport Office. A record of this process will be kept by the Data Provider that may be used to help other companies to verify your identity. A footprint will be logged on your credit file. This is harmless information and will not affect your ability to gain credit. We may also pass information to organisations involved in fraud prevention to protect ourselves and our clients from theft and fraud. If you supply false or inaccurate information and we suspect fraud we will record this and share this with other organisations.

If you are unable to complete Form ML1 in full please discuss this with the fee earner concerned without delay. The cost of any such search will be charged to you. If the amount is in excess of £10 including VAT, we will seek your prior agreement.

- 10.2 The completion of Form ML1 is a term of the contract for the provision of legal services by this Firm. Please deal with this urgently as any delay may affect the progress of business we are instructed to carry out on your behalf.
- 10.3 If you are not resident in the United Kingdom and our electronic service provider is unable to carry out an identity verification check we will require to see a Passport or National Identity Card as evidence of name and, if it gives it, and address. We need to be satisfied that the document is a genuine Passport or National Identity Card and if we are in doubt we reserve the right to seek advice from an Embassy or Consulate Official for the country concerned. We will still need separate evidence of your permanent residential address from an official source. We will discuss this further with you if the circumstances arise.
- 10.4 If we do not receive the required evidence of identity referred to above we reserve the right to cease acting for you in connection with any matter and to render an account for work carried out to date as detailed in the letter which accompanies this document.

11. Financial services and insurance contracts

If, while we are acting for you, you need advice on investments, we may have to refer you to someone who is authorised by the Financial Services Authority, as we are not. However, as we are regulated by the Solicitors Regulation Authority, we may be able to provide certain limited investment services where these are closely linked to the legal work we are doing for you.

We are not authorised by the Financial Services Authority. However, we are included on the register maintained by the Financial Services Authority so that we can carry on insurance mediation activity, which is broadly the advising on, selling and administration of insurance contracts. Insurance mediation activities and investment services, including arrangements for complaints or redress if something goes wrong, are regulated by the Solicitors Regulation Authority. The register can be accessed via the Financial Services Authority website at www.fsa.gov.uk/register

12. Termination

- 12.1 You may terminate your instructions to us in writing at any time. On termination or conclusion of a particular matter we will be entitled to keep **all** of your papers and documents in relation to **all** matters and transactions with which we have been involved on your behalf, while there is money owing to us for our charges, VAT and expenses.

- 12.2 We may decide to stop acting for you only with good reason eg. If you do not pay our interim account or comply with the request for payment on account. We must give you reasonable notice that we will stop acting for you.
- 12.3 If you or we decided that we will no longer act for you, we shall charge you for the work done and any expenses incurred.
- 12.4 Unless you are acting in the course of a business, you may also have a right to cancel this contract under Consumer Protection legislation. You must exercise any such right within 7 days of the date shown on the Letter of Engagement. You may not exercise that right if we have started work on your matter.

13. Quality of Service/Complaints Procedure.

- 13.1 We aim to provide a high quality efficient service and value your instructions. If at any time you have any queries or concerns about our work for you please raise them first with the person with day to day responsibility for your matter. If that does not answer your query or resolve your concern, please raise the matter with the partner with overall responsibility of your case. The Partner with overall responsibility for complaints is Charles Goodbody to whom your complaint can be addressed if you are unhappy with the response you receive from the fee earner or Partner responsible for your case.
- 13.2 We have a comprehensive procedure dealing with queries, concerns or complaints, which we will instigate if you are unable to resolve matters in the way set out in paragraph 13.1 above. Details of our complaints procedure are available for Clients upon request and on our website www.mulaw.co.uk.
- 13.3 If you are not satisfied with our complaints procedure or feel that matters have not been resolved within a time frame of at least 8 weeks, provided that you are eligible (our initial engagement letter will indicate your eligibility), you have the right to complain to the Legal Ombudsman at the conclusion of our complaints process. You should aim to involve the Legal Ombudsman within six months from the date of your last contact with our firm. You can contact them on 0300 555 0333 or alternatively visit their website www.legalombudsman.org.uk or email them at enquiries@legalombudsman.org.uk. If you prefer, you can write to them at Legal Ombudsman, PO Box 15870, Birmingham, B30 9EB. Their help does not cover the legal advice that you have received from this firm or the disappointment that you feel because you do not agree with the outcome of a Court case.

14. Authority in Court Proceedings.

When we are acting for you in court proceedings we do so on the basis that you agree that we may sign statements of truth in court documents on your behalf if required.

15. The Firm's Liability

- 15.1 We accept no responsibility whatsoever to any third party howsoever arising from the advice given to you.
- 15.2 Where we act for more than one person, the limit of liability will have to be allocated between you. If you do not agree or cannot agree an allocation you agree not to dispute the limit of liability on the ground that no such allocation was agreed.
- 15.3 The Firm's liability to you shall also be limited to that proportion of the loss or damage (including interest and costs) suffered by you, which is ordered against the Firm by a Court of competent jurisdiction after taking account of the contribution to the relevant loss and damage of any other person responsible and/or liable to you for such loss or damage. For

the purpose of assessing such contribution of any other person, no account shall be taken of any limit imposed on the amount of liability of such person by any agreement made before the loss or damage occurred.

- 15.4 The limitations and exclusions on liability in this section have no application to any liability for death or personal injury caused by negligence or for any other liability which cannot lawfully be excluded or limited.
- 15.5 The Contracts (Rights of Third Parties) Act 1999 is excluded so that no third party shall be entitled to enforce any provisions of these Terms and Conditions of Business or the Letter of Engagement.
- 15.6 The Firm will not repay money lost through the failure of a bank or other financial institution.
- 15.7 The contact details of our Professional Indemnity Insurer are as follows:
XL Insurance Company Limited XL House 70 Gracechurch Street London EC35 0XL. The territorial coverage of our Professional Indemnity Insurance is worldwide for £5,000,000.00 excluding USA and Canada

16. Confidentiality

Information concerning you and your matter will be treated as confidential by all members of staff. We may have responsibilities to other organisations including the Court, mortgage lenders and insurers which may require your confidential information being passed to those organisations and so we may have to advise you to provide information to them or we may be required to pass information to them direct.

17. Conflicts

Conflicts between your interests and those of another client may arise. If there is a conflict of interest, we may have to stop acting for you. We may also stop acting in a particular matter for the other client involved. All fees, expenses and VAT up to the date of termination will be charged and become due.

18. Lexcel

We have been awarded the Lexcel quality standard by the Law Society. In consequence we are subject to periodic inspections by external assessors. This may mean that your file is selected for compliance purposes. It will be accepted that you give us authority for your file to be inspected for this purpose if a copy of these Terms & Conditions is signed by you and returned to us.

19. Financial services and insurance mediation

- 19.1 Sometimes family, trust and probate work involves investments. We are able to provide a limited range of advice and arrangements for which we are regulated by the Solicitors Regulation Authority. For more complicated matters we may refer you to someone who is authorised by the Financial Services Authority, as we are not so authorised.

If you have any problem with the service we have 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 to resolve the problem between ourselves. If for any reason we are unable to resolve the problem between us, then we will deal with the matter under as set out in paragraph 13.3 above.

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 and are dealt with by the Legal Ombudsman.

19.2 Insurance mediation

This firm is not authorised by the Financial Services Authority. However, we are included on the register maintained by the Financial Services Authority 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 is regulated by the Solicitors Regulation Authority. Complaints are dealt with by the Legal Ombudsman - see paragraph 13.3 above. The register can be accessed via the Financial Services Authority website at www.fsa.gov.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.

20. Conclusion

We repeat that your continuing instructions in this matter will amount to your acceptance of these terms and conditions of business and they will apply to all matters in which we receive instructions from you.

**This is an important document: please keep it in a safe place
for future reference.**

***Middleton & Upsall LLP
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Lexcel

PRACTICE MANAGEMENT STANDARD

The Lexcel Quality Mark - Providing Proof of Legal Practice Excellence

In all businesses and organisations, it is now more important than ever that the needs of clients are listened to and met. Where possible, businesses should aim to ensure that the quality a client receives exceeds their expectations.

Solicitors are also dedicated to offering good customer care since clients - both private individuals and corporate clients - demand a committed, focused and businesslike service. Only those practices which understand and meet the needs of their clients will survive in the long term.

So how can you be sure that your solicitor is providing you with a quality service?

The Law Society has developed a quality mark called Lexcel which was designed specifically for solicitors. The scheme looks at all aspects of practice management and helps to ensure that practices deliver excellent client care.

Lexcel covers six main areas of practice management: management structure, services & forward planning, financial management, office administration, managing people, and, the largest section, case management.

Legal practices who have achieved the prestigious Lexcel quality mark have demonstrated their commitment to client care and are authorised to use the Lexcel logo on their letterhead and promotional literature.

So if you need peace of mind and assurance that you will receive a first class service, shouldn't you be using a legal practice which has achieved the Lexcel quality mark?