

BRIGHTON & HOVE LAW TERMS OF BUSINESS

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Our terms of business set out the terms on which we accept client instructions and they will apply to the work we undertake for you.

1. Introduction

All work we do for you is governed by these terms of business. They may not be varied unless agreed in writing. This is an important document. Please keep it for future reference. This document should be read in conjunction with the engagement letter that your solicitor has sent you. The work that we have been instructed to undertake on your behalf is summarised in the 'Scope of work ' section of the engagement letter and this is the work to which these terms of business apply.

In these terms of business "we" or "our" refers to Brighton & Hove Law. Brighton & Hove Law is a trading name of Brighton & Hove Law Ltd a company registered in England no 10704794. The company registered office is 63 Coleridge Street Hove BN3 5AA.

Brighton & Hove Law Ltd is authorised and regulated by the Solicitors Regulation Authority under SRA number 641466.

2. Our relationship with you

We value our relationship with you and always welcome any suggestions for its improvement. If you have any comments please pass these on to Julie Ridley.

3. Your work

We will agree with you at the outset the work required in your matter. We are not responsible for matters that are outside the scope of the work agreed, or that would not normally be considered part of a solicitor's duty in relation to that work.

We will agree with you who is responsible for your work and not make changes unless it is absolutely necessary. We will inform you if this happens.

4. Timescale

A divorce or dissolution may take between 3 and 6 months to conclude with financial proceedings and children matters taking longer.

Where the matter is straightforward and control of the work lies entirely in our hands, then a clear timescale estimate can be given at the outset. Where, however, the matter is complicated or lengthy OR progress is dependent upon the actions of others, then there are numerous circumstances which can make even the most careful timescale estimate turn out to be wrong.

We will do our best to keep you informed of the timescale involved throughout your matter. Do please bear in mind the factors mentioned above. In particular, please do not make commitments or other arrangements based upon a timescale estimate without first checking with us whether it is sensible and safe to do so.

5. Our duty to you

Our relationship is with you, and we owe a duty of care only to you. No other person may rely on our advice or on these terms without our prior written agreement

6. Confidentiality

We have a duty of confidentiality and will keep confidential all information about you and your business and not disclose it to anyone outside the firm without your consent.

You do consent to that disclosure: in the proper handling of your work; on a confidential basis to auditors who make random checks of files; to our bankers to facilitate payments on your behalf; to our professional indemnity insurers; if required by our professional regulators or by law, such as a court order; on a confidential basis to any external provider of administration services or any other service providers necessary for us to carry out work on your case such as barristers, costs draftsmen, HMCT, agent solicitors, mediators, accountants or tax advisors. You agree that any positive comments made by you about the firm can be published anonymously i.e. on our website or used when making an application to join a legal organisation unless you notify us specifically that you do not wish for this to be the case.

7. Money laundering and compliance

Brighton & Hove Law must comply with the law and professional rules about money laundering, proceeds of crime and terrorist funding. We check the identity of all clients and will ask you to provide us with two forms of identification. The law also requires us to report, without telling you, any activity that we suspect may involve the proceeds of crime or terrorist funding. The proceeds of crime are defined very widely and include, for example, money gained as a result of unlawful tax avoidance or through the evasion of payment of any similar charges or duties. Our legal obligation to report to the police may override any duty of confidentiality that we owe to you, including your right to refuse disclosure of documents relating to advice given to you. Please see the terms of engagement letter for further information about our obligations.

8. Publicity

We both agree not to issue any publicity material or information to the media about our relationship and the work we are doing without the other's consent, save where the information is already in the public domain.

9. Communication and Email

We will communicate with you in any method that you prefer. For expedience, we routinely use email to communicate, and whilst we have normal levels of security in place, you accept the risk that email communications may not be secure.

10. Data protection

Brighton & Hove Law complies with the law on data protection. For the purposes of our business we store and process information about our clients. We are registered with the Information Commissioner. We are able, in most circumstances, to supply you on request with copies of any information that we have about you and your business. In order to fulfil our contractual obligations to you we may share your data with counsel, cost draftsman, accountants, solicitors, tax advisors or professionals, auditors and the court. We do not sell or share your data for profit or marketing purposes with any other third parties.

11. Newsletters

We may send out news of services, or items of interest to you by e-mail. If you do not wish to receive this material, please notify us by email at advice@brightonandhovelow.co.uk.

12. Charges

Our aim is to be entirely open and transparent with you about our charges. We review charges annually, usually from 1 August and we will inform you in advance when charges alter.

No interest will be payable on money held in client account.

Any money held will automatically be credited towards our fees once a bill is rendered unless agreed otherwise.

13. Time charges

Where we agree to charge on a time basis, the number of hours spent working for you is multiplied by the hourly charging rate which is £225 per hour plus VAT unless agreed otherwise. The minimum unit of time charged is one tenth of an hour. Charging rates are based mainly on the level of skill and experience of the person involved, but additional factors such as complexity and urgency may be taken into account. We normally charge for time spent on your work in: meetings; travelling (where that time cannot be usefully spent on work for others); reading, preparing, negotiating and working on documents; legal research; dealing with mail (letters, faxes and email); making and receiving telephone calls; attending court or other formal proceedings, including waiting time; preparing notes of meetings, of telephone calls and of proceedings; complying with professional and statutory requirements. The time charged in an invoice may include anticipated time. Please note where a fixed fee is applicable and the matter does not reach completion as a result of your instructions the full amount of the fixed fee will be payable.

14. Fixed fees

In a matter where the charges for the work instructed are fixed, this will be confirmed to you in the engagement letter. If work has to be done which is additional to the work instructed under a fixed fee, we would make an additional charge.

15. Estimated charges

In a matter where the charges for the work instructed are variable according to the amount of work undertaken, an estimate of the anticipated total charges will be given at the outset of your case. This will be provided in the letter of engagement and in lengthy matters will be updated on at least a six monthly basis. Estimates are given on the basis of information given by you at the outset and will be

subject to alteration, if the matter should prove to be more complicated or time consuming than first anticipated. We will let you know immediately if any increase in our charges becomes likely.

You can at any time set a limit to the charges to be incurred. We would then discuss with you the up-to-date position, review the further work required and obtain your authorisation to any extension of the charges limit before charges exceed the limit set.

16. Additional charges

Whilst routine overheads are included in our agreed charges, we will charge you for photocopying, scanning and creating certain other documents.

17. Expenses (sometimes called disbursements)

You are responsible for paying expenses we will incur on your behalf in advance (for example barrister fees, Land Registry, Companies House and court fees, travel, couriers and printing and binding). These are added to the invoice at cost.

18. Order for costs

You are personally responsible for payment of our bill of charges regardless of any order for costs made against your opponent. It is important for you to understand this point, particularly in the situation where the opponent is financially unable to pay the order for costs, can only pay over a period of time OR is not ordered to pay all of your costs in any event.

The general rule in family matters relating to divorce, dissolution, children or financial matters is that no order for costs will be made save for in exceptional circumstances.

The general rule in civil litigation is that the winner is entitled to an order for payment of his or her costs by the opposing party and if you lose your case, it is probable that you will have to pay your opponent's costs as well as your own.

If you win your case, and you obtain an order for payment of your costs by your opponent then the court will assess the costs to be paid. However, please note that:

- (a) any order made does not necessarily mean that your opponent will have to pay all of the costs you have incurred. In practice you would normally expect to receive about 70% of your costs;
- (b) your opponent may not be in a financial position to pay the costs ordered or may only be able to pay by instalments.

In any civil litigation matter careful consideration needs to be given both at the outset and throughout as to whether the likely outcome will justify the expense and/or risk involved.

19. Bank details

LLOYDS BANK

Sort Code: 30 84 41

Account Number: 53198868

Account: Brighton & Hove Law Ltd Client

Ref:

Please note that this firm will not be changing its bank account details during the course of the transaction. If you receive any form of correspondence purporting to be from Brighton and Hove Law stating that our bank account details have changed please contact us, via the office number on the firm's website or headed notepaper, immediately to seek clarification.

20. Transfers and receipt of money

Where we have to transfer money on your behalf we cannot do so until the money has cleared the banking system. If the money has not been cleared we will not make the payment for you. Where a barrister is instructed on your behalf we will require cleared funds 5 working days prior to a court hearing.

21. VAT

VAT is payable on fees and expenses at the applicable rate which is currently 20%. Our VAT number is 141 2170 62.

22. Money on account

We will regularly ask you to pay us money on account of our fees or expenses and if you do not make the payment when requested we will be entitled to stop working for you. A request for money on account should not be taken as an estimate of the likely total fees or expenses.

23. Invoices

We send out bills / invoices on a regular basis, (usually every 6 – 12 weeks) then a final invoice when the work has been or is about to be completed. This applies unless we have agreed with you a different billing frequency. Our preferred method of payment is by bank transfer.

24. Money we hold on account

Even when we hold money on account of costs, all bills / invoices must be paid in full unless we agree otherwise. However, if any bill is not paid promptly we reserve the right to apply the money on account

(or any other money which we hold on your behalf) towards any outstanding bill and not to undertake any further work until all bills are paid and the money on account is restored.

25. Overdue invoices

Invoices must be paid immediately upon receipt. If invoices are not paid within 30 days, we may charge interest on the overdue amount on a daily basis at the official rate payable on judgment debts (which is currently 8%). We may also be entitled to: recover any costs we incur in collecting the overdue amount; cease work for you until we are paid in full (or we may choose not to do any further work for you at all) retain all papers until we are paid in full.

26. Invoice queries

If you have a query on an invoice, please discuss it as soon as possible with Julie Ridley. If you are not satisfied, please follow the procedure outlined under 'Complaints' below.

27. Papers and documents

We will retain your wills, deeds, securities and other important documents in secure storage, as long as you want us to. We keep other papers for six years from the date of the final invoice and then destroy them.

There is a single charge of £30 for storage of title deeds and securities. We do not normally charge for holding wills and trust deeds but we charge £30 for returning them to you where there are no continuing or new instructions. If you require urgent delivery of any documents or deeds stored with us please notify us as soon as possible as there may be a delay in retrieving those papers from storage and there will be a charge made to you of £75.

28. Copyright

Brighton & Hove Law owns the copyright in any work we create. This copyright will not be transferred to you but you have our licence to use our work for the purposes for which it was created. We have the right to be identified as the author of the work and to object to any misuse of it. We may wish to store any counsel's opinion or other document created in the course of our work for you. You agree that we may do so unless you have told us in writing that you object. If we store any documents in this way we will ensure the system is secure, confidentiality is maintained and that any identifying references are removed.

29. Investments and financial services

Brighton & Hove Law is not authorised by the FSA to advise on financial and investment matters. We may therefore have to refer you to someone who is authorised to give such advice if so required. We cannot give you financial or tax advice.

30. Complaints

If you are unhappy about any aspect of the service you have received or about any invoice you should contact Julie Ridley in writing or by telephone with full details of your complaint. We will investigate the matter promptly and thoroughly and provide you with a written response.

If for any reason we are unable to resolve any problem between us you may be entitled to complain to the Legal Ombudsman who can be contacted at PO Box 6806 Wolverhampton WV1 9WJ or by email at enquiries@legalombudsman.org.uk or by telephone on 0300 555 0333.

The Ombudsman will usually expect you to allow us at least 8 weeks to resolve the matter. The time limit for referral of complaints to the Ombudsman is 6 months from the date of our final response in relation to your complaint. See www.legalombudsman.org.uk for further information about the timeframe and eligibility for the Ombudsman service. If your complaint concerns an invoice you may also apply to the court for an assessment under Part III of the Solicitors Act 1974.

31. Termination

You may ask us to stop acting for you at any time and we ask that you please confirm this in writing. We may choose to stop acting for you, but only if we have good reason to do so and we will give you as much notice as we can. If we stop acting for you we are still entitled to be paid for what we have done, and may keep your papers until we have been paid.

Under the Consumer Protection (Distance Selling) Regulations 2000, for some non-business instructions, you may have a right to withdraw, without charge, within 7 working days of the date on which you asked us to act for you. However, if we start work with your consent within that period, you lose that right to withdraw. Your acceptance of these terms and conditions of business will amount to such a consent. If you wish to withdraw instructions, you should give notice by telephone, e-mail or letter to the person named as being responsible for your work. The Regulations require us to inform you that the work involved is likely to take more than 30 days. All matrimonial, financial and children work is likely to take more than 30 days to conclude.

32. Jurisdiction

These terms and our relationship will be governed by English Law. We each submit to the exclusive jurisdiction of the English courts.

Thank you for your time in reading the Terms of Business

BRIGHTON & HOVE LAW