

BERWINS SOLICITORS LIMITED

TERMS OF ENGAGEMENT

This is an important document. Please read it carefully.

Please note: the terms and conditions comprised in this document shall be deemed to be accepted by you when you give us any instructions to act on your behalf.

This document explains the terms and conditions of our engagement and defines the basis for our provision of legal services to you. This document should be read in conjunction with the engagement letter and any other material scoping and defining the work we will carry out for you, which will normally be sent to you at the outset of your matter. If you have any queries in relation to these terms please let us know.

As this is an important document; please retain it for future reference.

1. Our Charges

1.1 As it is our time and expertise which are the foundations for the service we provide to you, our charges are calculated principally taking into account the amount of time and resource spent providing legal services to you. The value of any asset involved, complexity and urgency may also affect the way in which our charges are calculated.

1.2 Where we charge purely on a time-basis, the amount of time spent on your

matter is generally charged at the hourly rate for the individual who has undertaken the work. Our charges where they are based on time are calculated principally by reference to the time spent; in meetings, in telephone conversations, on drafting letters, emails and text messages and on considering and drafting documents etc. In addition a charge is made for each letter, email or text message received and considered, and for all short untimed telephone conversations and messages communicated.

If a different basis applies we will agree this with you.

Our current standard hourly charging rates are shown below; all our charges are net of VAT which is charged in addition:

Senior Partner/Managing Director	£275
Director/Associate Director/Senior Consultant	£250

Senior Associate/ Consultant	£230
Associate/Senior Legal Executive	£195
Lawyer/Legal Executive	£170
Senior Trainee / Legal Assistant	£150
Trainee / Team Assistant	£135

However, we will charge our premium rate on certain matters. If we notify you of this, the following rates will apply:

Senior Partner/Managing Director	£ 345
Director/Associate Director /Senior Consultant	£315
Senior Associate/ Consultant	£285
Associate/Senior Legal Executive	£245
Lawyer/Legal Executive	£215
Senior Trainee / Legal Assistant	£190
Trainee / Team Assistant	£135

If other rates apply, these will be set out in our engagement letter.

The rate charged for letters emails and text messages sent and short untimed telephone conversations and full voicemail

messages is 10% of the appropriate hourly charging rate except where these involve lengthier preparation, and half of that amount for letters emails and text messages received and considered, and brief voice mail messages.

1.3 Where an alternative charging method is appropriate, fixed fees and other charging options will be considered. Where we agree a fixed fee, the fee will be based on a pre-estimate of the factors mentioned in paragraph 1.1, and the information available to us at the time we agree that fee, including those which we set out in our initial letter, in any work schedule, scoping document or similar summary, and any update to those,. If issues arise of which we were unaware when providing an estimated or fixed fee and which have a bearing on the amount of time we are required to spend on the matter, its complexity or urgency, we reserve the right to revise the fee. If we are unable to agree a revised fee with you we may terminate the retainer. We reserve the right to make increases to our charging rates without notification to reflect the costs of our providing our services, and we generally do this on not more than one occasion each calendar year. Please inform us if you would like us to notify you when our fees reach a certain level.

1.4 We may provide an estimate at the outset of your matter or a forecast within a possible range of costs; this is meant only as a rough guide of what we expect the costs of your matter to be, not a quotation unless this is otherwise agreed in writing.

An estimate may be revised for any reason as a matter progresses. We will keep you updated at regular intervals regarding our fees, and it is common to receive bills periodically to avoid receiving a larger bill at the end of your matter.

1.5 In some situations, a transaction may not reach its anticipated conclusion. In such circumstances, we will charge for the work done and expenses incurred at the appropriate charging rate unless the matter has reached an advanced stage, in which case we may charge our full fee with an appropriate abatement to reflect the stage reached. Such charges will be payable in accordance with our usual payment terms (see below). We may also submit an interim account as a matter progresses, on account of our full fee.

1.6 In addition to the fees quoted or estimated for our work we also charge for our administrative work as follows:

On a same-day electronic transfer of funds	£35 plus vat per transfer
On international payments	£20 plus vat per transfer
On other electronic transfers of funds	£15 plus vat per transfer
For carrying out identity checks	£10 plus vat per person/company
Producing stored deeds and documents	£50 plus vat per property or per item

1.7 Where we have not received the proof of identity and related information

sufficiently promptly to enable us to do work you require we may use other means (such as electronic) to obtain this information and charge for the time taken in doing this and any actual expenses incurred.

1.8 Where we incur mileage on your behalf, we charge for this at a rate of 45 pence per mile plus vat.

1.9 If it becomes necessary to incur fees for various services provided (including copying documents on your behalf) or charges made by third parties in relation to the conduct of your matter, these may be charged to you at our discretion. Our normal charge for copying is 20 pence + vat per sheet. It may be necessary for the amount of the fee involved to be paid to the firm in advance in order that the charges can be paid promptly.

2. Billing and Payment

2.1 Our invoices are due and payable within 14 days of the date of the invoice, unless otherwise agreed with the lawyer with conduct of your case.

2.2 Where we are holding funds for you the following applies:

2.2.1 On completion, e.g. a property transaction, we are entitled to deduct our charges and expenses from the money we are holding.

2.2.2 Where we have taken a payment on account of costs, we may at our discretion continue to hold those monies as a deposit until conclusion of your matter when those

funds will be applied against your final invoice.

2.3 In the event that our invoice is not paid within the required period the following applies:

2.3.1 We reserve the right to stop working on your matter until payment is received. We will not be responsible for any penalties or losses incurred as a result (such as costs orders).

2.3.2 If payment is not received within 14 days of the date of the invoice, we reserve the right to charge interest at the rate payable on Judgment debts on any part still outstanding. We also may issue proceedings against you in the county court for the recovery of the full amount due, which may result in the amount owing increasing by way of court fees and enforcement costs. Notwithstanding any proceedings being within the court's "Small Claims" limits, by virtue of your instructing us under these terms of engagement we will be entitled to claim the costs of taking proceedings on the time basis set out in paragraph 1 above.

2.3.3 We reserve the right to retain any documents or other items we hold for you pending payment of any outstanding fees. This is called exercising a lien.

2.4 Where fees are outstanding in the course of court or tribunal proceedings, we reserve the right to apply to come off the court record, and to claim the costs of that application from you, where we consider

that we would have to incur further costs by remaining on the record or we otherwise consider we are at risk of not being paid.

2.5 Where you are a limited company or limited liability partnership the director or limited liability partner instructing us in a particular matter may be held personally liable by us for the debts of the limited company or limited liability partnership.

If you have any problems or queries regarding payment please contact us at the earliest possible time so that court action may be avoided.

3. Complaints

If you feel dissatisfied with the service you have received from us, in relation to our fees or you would like to make a complaint, please initially contact the lawyer with conduct of your matter. If you remain dissatisfied after such discussions, you can then have your complaint referred to Stephen Root, the Director in the firm with responsibility for compliance and complaints handling. If he is the lawyer complained about, the complaint will be referred to another director.

Please note that your formal complaint may be referred by us to an independent complaints handler. This will be a person independent of Berwins Solicitors Limited. In the event that you make a formal complaint you are deemed to consent to a copy of your file and paperwork being provided to the firm's independent complaints handler to allow him or her to investigate the complaint thoroughly. The independent complaints handler is bound by a confidentiality agreement so that the details of your case will still remain private and confidential.

You should raise any such issues about which you wish to complain within a year of when you first had a concern. You may raise any concerns in writing, by email or by telephone. Your letter or email should be addressed to Stephen Root; if addressed elsewhere, they will nonetheless be directed to him unless he is the lawyer complained against. We will deal with any

complaints that you have in accordance with our Complaints Procedure a copy of which is available on request. If you are not satisfied with the outcome of your complaint you can contact the Legal Ombudsman and you should do so within 12 months of your last contact with us (and in any event within a year of when you first had a concern). You should allow us at least 8 weeks to resolve your complaint first. The Legal Ombudsman can be contacted as follows:-

Legal Ombudsman

PO Box 6806

Wolverhampton

WV1 9WJ

or by telephone on **0300 555 0333**

or by email
enquiries@legalombudsman.org.uk

The Legal Ombudsman website is
www.legalombudsman.org.uk

Alternatively, if you are objecting about a bill you may have a right to apply for assessment under Part III of the Solicitors Act 1974, though if you do this the Legal Ombudsman may not be able to deal with your complaint. You should note that if all or any part of a bill remains outstanding then we may be able to charge interest even if it has been queried.

4. Your responsibilities

In order for us to provide the best possible service to you, and to enable us to best control the cost of our services to you, we require that you:

- provide us with clear timely and accurate instructions and information;
- provide us with identification information promptly since the law requires we have this – **WE RESERVE THE RIGHT NOT TO COMMENCE WORK FOR YOU OR TO CEASE WORK IF THIS INFORMATION IS NOT PROVIDED;**
- communicate with us effectively, promptly and courteously – as of course we will with you;
- carry out the steps which we need you to do to enable us to deal effectively with your case – such as attending court, meeting consultants or other professionals;
- promptly pay our bills and any amounts we need to pay third parties;
- provide all documentation required to complete the matter as expeditiously as possible; and
- keep safe any and all documents which are likely to be required.

Please contact us if you have questions or queries about any of the information contained in this document.

5. Data Protection and Privacy

5.1 We use the information you provide to us principally to enable us to provide legal services to you and for related

purposes including keeping our records updated, analysis to help manage the firm, statutory returns and legal compliance. Because of the nature of the service and advice we provide, unless otherwise required by you we will retain your details in accordance with our Privacy Policy and the Data Protection Acts 1998 and 2018 and the General Data Protection Regulation EU 2016.679 (GDPR) and any subsequent or replacement data protection legislation (Data Protection Legislation) in order to be able to deal with future queries or claims, or by our professional indemnity insurers or as we consider appropriate for the purposes in your interests including the taking or defending of any claims by you or in relation to your matters, and any limitation periods which might apply. Our Privacy Policy is set out in full at www.berwin.co.uk/privacy. Our Data Protection Officer is Paul Berwin. Any notifications relating to data protection and privacy must be sent to dataprotection@berwin.co.uk.

Our use of your information is subject to your instructions, Data Protection Legislation and our duty of confidentiality. The work we undertake for you may require us to pass on information to third parties such as expert witnesses. You are entitled under the data protection legislation to the information we hold about you by way of subject access request, to require us to correct such data or to erase it if it is no longer required for the purpose for which it is provided. You are also entitled to require us to provide your personal information in

a standard accessible format such as a CSV file.

5.2 We may record telephone calls where it is necessary for our legitimate interests as data controllers, or to establish the existence of facts relevant to our business- this may include, for instance, to record instructions given by telephone where it is necessary or desirable to know what has been said during a conversation, or for the prevention of crime.

5.3 In order to maintain quality standards our files may be audited by professional external bodies and review by regulatory bodies which are bound by duties of confidentiality to us. If you object to your files being audited you must advise us of this before your matter is completed.

5.4 From time to time, we may send you information which we think may be of benefit to you. Please inform us in writing if you do not wish to receive such information.

6. Storage and Retrieval of documents

Once your matter has been completed, we will either store your original file, or in most cases retain it electronically; we will retain the file in accordance with our Privacy Policy in order to be able to deal with future queries or claims, but after the appropriate retention period, which will be advised when the file is closed, we will delete the electronic file. Any paper file will be

securely destroyed. We are able to reproduce the file if required, although we may need to make a charge to cover administration or third party costs.

7. Terminating the Retainer

7.1 You may terminate the retainer at any time by giving us reasonable notice in writing of your intention to do so. We will be entitled, however, to retain all documents in our possession until all fees and disbursements have been paid. In such circumstances you will be responsible for payment of our fees and disbursements up to the point at which we stopped acting for you; such fees being charged in accordance with this agreement. If your termination of our retainer requires us to apply to court or tribunal to be removed from the court record, you will be responsible for the costs of that application.

We may terminate the retainer if there is good reason for us to do so. Such reasons may include but are not limited to:

- Failure to comply with Your Responsibilities, as set out in clause 4;
- Non-payment of our invoices, in accordance with our payment terms;
- Failure to pay money on account when required to do so;
- Failure to cooperate with us;

- If our continuing to act would be unethical or if a conflict of interest arises; and
- Our being unable to agree a revised fee in the circumstances set out in paragraph 1.3 of these Terms.

8. Notice of Right to Cancel

8.1 If our contract with you has been made;

- a) during a visit by us to your home or place of work (or the home of another person), or
- b) during an excursion organised by us away from our business premises or
- c) after an offer made by you during such a visit or excursion
- d) it is concluded on your business premises or through any means of distance communication immediately after you were personally and individually addressed in a place which is not your business premises
- e) or the contract was made by one or more means of distance communication up to and including the time to which the contract is concluded

then this is an agreement to which the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 and the Consumer Rights Act 2015 may apply. This provision of these terms and conditions is notice of your right

to cancel. Your agreement is with Berwins Solicitors Limited, a limited company. You have a right to cancel the contract if you so wish and this right can be exercised by delivering or sending (including by email) a cancellation notice to the person mentioned in the next paragraph at any time within a period of 14 days, starting with the day of receipt of notice in writing of the right to cancel the contract.

8.2 The name and address of the person to whom you should send the right to cancel is:

Stephen Root
Berwins Solicitors Limited
2 North Park Road
Harrogate
HG1 5PA

Email: StephenRoot@berwin.co.uk

The Notice of Cancellation is deemed to be served as soon as this is posted or sent to us, or in the case of electronic communication from the day it is sent to us. You may use the cancellation form attached, if you so wish. If you do wish to cancel the contract, you must do so in writing.

9. Our liability to you

9.1 Your agreement is with Berwins Solicitors Limited, a limited company, and not with any individual director, consultant or employee of Berwins Solicitors Limited. This means that whereas Berwins Solicitors Limited is liable to you for the work it carries out, individual directors, consultants or employees cannot be held liable. You agree

not to pursue any claim against any individual at Berwins Solicitors Limited for breach of contract or negligence.

9.2 In order to safeguard you against any negligence or breach of contract on our part we carry Professional Indemnity Insurance in accordance with the rules of the Solicitors Regulation Authority. Details of the insurers, the level of cover and the territorial coverage of the policy are available for inspection at our offices. Our liability to you is limited to the maximum level of cover we have arranged with our insurers, which is for £15 million per claim, which in any event would not be less than £3 million per claim.

10. Financial Services

10.1 This firm is not authorised by the Financial Conduct Authority. However, we are included on the register maintained by the Financial Conduct 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 including arrangements for complaints or redress if something goes wrong is regulated by the Solicitors Regulation Authority. The register can be accessed by the Financial Conduct Authority website at www.fca.org.uk/register.

10.2 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. We will not

be liable for the advice given by those third parties. 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 as we are regulated by the Solicitors Regulation Authority.

10.3 If you have any problems with the service provided for you in regard to this, please refer to paragraph 3 of these Terms and Conditions.

10.4 The Law Society is the designated professional body for the purposes of the Financial Services and Markets Act 2000 but the responsibility for regulation lies with the Solicitors Regulation Authority, an independent regulatory body created by the Law Society. We are subject to a professional code of conduct contained in the SRA Handbook which can be found at www.sra.org.uk. The responsibility for complaints lies with the Legal Ombudsman which was created by the Office for Legal Complaints pursuant to the Legal Services Act 2007 and is completely independent of the Law Society

11. Payment of Interest

Interest will only be paid pursuant to Rule 22 of the Solicitors' Accounts Rules 2011 if it exceeds £20.00. This level has been set on the basis of it being fair to you, given the amount involved and the work involved in calculating and accounting for lower levels of interest. Please note that the rate of interest paid is the basic rate that we receive on our client account and is unlikely

to be as much as you might be able to obtain elsewhere.

12. Regulation and Registration

Berwins Solicitors Limited is a limited company registered in England and Wales Registered Office 2 North Park Road Harrogate HG1 5PA Company Number 6874412, is authorised and regulated by the Solicitors Regulation Authority number 510280, is accredited to the Legal Services Commission, Investors in People and Lexcel standards and is notified to the Information Commissioner's Office. Its VAT registration number is 613 3482 62

13. Professional Indemnity Insurance

As required this firm maintains Professional Indemnity Insurance in accordance with our professional regulations. Our current insurer is Allianz Global Corporate and Speciality SE, 60 Gracechurch Street, London EC3V 0HR. They can be contacted at that address.