

TERMS AND CONDITIONS OF BUSINESS of POTHECARY WITHAM WELD

PLEASE NOTE: A LARGE PRINT VERSION OF THIS DOCUMENT IS AVAILABLE ON REQUEST

1. SERVICE

The aim of Pothecary Witham Weld is to provide the best quality legal services to all its clients at all times. This is a commitment backed up by a programme of continuous review of our services to ensure improvement and innovation.

From the outset Pothecary Witham Weld will try to achieve a close working partnership with clients, listening to find out their desired aims and then explaining the services they can expect to receive, the associated charges and how we will keep them informed of progress. Pothecary Witham Weld believes that good communications are essential to good client relations. All fee earners are under the supervision of a partner, who will be a link with you (if he/she is not personally dealing with the matter) and have overall responsibility for the management of all matters entrusted by you to us. The supervising partner will decide which of our specialist staff is most appropriate to handle the particular matter.

2. CONDUCT OF YOUR MATTER

You will be advised of the name of the partner, solicitor or executive responsible for the day to day conduct of each individual matter in our letter of confirmation of instructions. Every effort will be made to ensure our continuity of the conduct of your matter by the partner, solicitor or executive responsible. If it should be necessary for a change to take place you will be notified as quickly as possible.

Where appropriate, we will arrange in conjunction with you for other consultants and advisers to be engaged, e.g. barristers, planning consultants, surveyors, valuers, experts, brokers, financial advisers, interpreters, or enquiry agents. We will endeavour to select the most appropriate consultants but cannot be responsible for their actual conduct of matters referred to them.

If you feel dissatisfied with the conduct of your matter we encourage you to talk or write to the person dealing with your matter firstly on an informal basis, but if you do not wish to do this or wish to take it further, you should contact the partner

supervising the fee earner concerned or where appropriate, the Partnership Chairman of Pothecary Witham Weld. We will endeavour to deal with issues speedily but if they cannot be resolved informally then the formal procedures will be followed. As to the procedures for this, we follow Solicitors Regulation Authority guidelines and you will be supplied with the procedures applicable on request.

3. PROFESSIONAL RULES

Pothecary Witham Weld is governed by the Solicitors Regulation Authority Rules for professional practice and conduct and the Rules of the Supreme Court.

4. DATA PROTECTION ACT

Pothecary Witham Weld is registered under the provisions of the Data Protection Act 1998 under Registration Number PZ9572 145. Data storage and retrieval systems are operated by the firm in the interests of efficiency and confidentiality and by instructing Pothecary Witham Weld you consent to the storage of information about you and your matters in such media.

5. APPOINTMENTS, CORRESPONDENCE AND TELEPHONE CALLS

Pothecary Witham Weld will endeavour to arrange appointments with you to suit your convenience but cannot always undertake to arrange appointments outside office hours. Whilst the person responsible for each of your matters will endeavour to see you on short notice no guarantee can be made of his or her availability under such circumstances. Every effort will be made to return telephone calls on the same day and reply to correspondence without delay.

6. QUOTATIONS

Where a quotation (i.e. a fixed price) for work is given, you should take particular note of the limits of the work for which the quotation is given. The nature of legal work is such that work outside the limits originally identified by a client to the lawyer often becomes necessary. In such cases, the additional work will be charged as set out below.

7. ESTIMATES

Pothecary Witham Weld will try to give a realistic estimate of the cost of the legal work involved in any matter in which it is instructed.

Giving estimates can be very difficult and usually requires initial investigation of the matter and at least one meeting. Pothecary Witham Weld will give you an estimate in writing but it is important to be clear that it will be just an estimate (not a fixed price quotation) unless the contrary is specifically stated. However, by the nature of legal work, matters may be more or less complex than originally envisaged. Pothecary Witham Weld will keep you informed of any revision in the original estimate of fees which may be involved as a result of the development of your instructions. Also given the variability of the matters on which we are asked to advise, making it often difficult to refer to an identical case, our estimate is likely to give you a range of possible cost rather than a specific figure.

8. FEES

8.1 One of the important elements in charging fees to a client is the amount of time spent by the lawyers and executives in working on your behalf. Time is recorded and includes meetings with the client and with third parties, telephone discussions, incoming and outgoing emails and correspondence, reading, drafting and revising documents, general consideration, research, court appearances, travelling time, storage and retrieval of records and information, secretarial and other clerical work and the general supervision, administration, care and control of your matter.

8.2 Fees will be calculated and charged in accordance with the considerations in 8.1 above (time taken) and other relevant factors such as the specialist skills employed, the degree of urgency involved, the value, the complexity, difficulty or novelty of the problem and other relevant matters such as time spent outside normal office hours or out of the office dealing with the work.

8.3 The position in relation to fees for contentious work is complex, as there are situations where if successful your opponent may be ordered to pay all or part of your costs or we may be able to agree a "contingent fee agreement" with you. In contentious matters the issues of costs and fees will be discussed with you at the outset.

8.4 Where it is a condition between you and a third party that the third party pays or contributes to your legal costs, Pothecary Witham Weld will submit interim and final invoices to you for payment in accordance with these terms and conditions. Pothecary Witham Weld will use its reasonable endeavours to recover those costs from the third party but such costs may not cover all your legal costs in connection with the matter.

8.5 Invoices will be sent at regular or other appropriate intervals throughout the conduct of your matter. An interim invoice will not necessarily cover all aspects of the work done up to its date, but will be taken into consideration on preparation of the final account.

8.6 Fees on account may be requested and such money will be held on our client account pending the rendering of an invoice. If payment of fees on account is not made when requested, then Pothecary Witham Weld shall be entitled to decline to act further in the matter.

8.7 From time to time our charging rate may be increased by a reasonable amount having regard to inflation and the increasing overhead expenditure of the firm. In such a case you will be notified of the changed rate.

9. DISBURSEMENTS

Pothecary Witham Weld may be required from time to time to make disbursements on your behalf in connection with your matter, e.g., court fees, stamp duty, search fees, barrister's fees, expert witnesses fees, bank charges, courier's fees or other expenses. It is our policy to require clients to put us in funds for any disbursements totalling in excess of £50 before these are incurred. If we pay these out of our own monies, we will invoice you for these immediately upon incurring the disbursement or, if appropriate, when rendering the subsequent account. The firm reserves the right to charge an administration fee of £25 plus VAT for same day money transfers.

10. VALUE ADDED TAX

Value Added Tax will be charged on all fees and disbursements as appropriate at the rate prevailing when an account is delivered (unless differing rates have applied during the course of your matter and it is appropriate to apportion the fees).

11. INTEREST ON FEES

Fees, disbursements and Value Added Tax are due on the date of delivery of our invoice. Interest will be payable on the outstanding balance of any invoice from one month after the date of its delivery calculated on a daily basis at the rate currently applicable to judgment debts.

12. MONIES RECEIVED

We reserve the right to apply any monies held on your behalf on our client account in discharging unpaid fees and disbursements incurred.

13. INTEREST ON CLIENT ACCOUNT

13.1 Pothecary Witham Weld normally holds client monies on a general client account and will account to clients for monies held at the ordinary deposit account rate paid by the bank in which such monies are held. This is in accordance with the Solicitors' Accounts Rules.

13.2 Where required by you or where we otherwise consider this to be appropriate, monies liable to earn interest may be held on a separate designated deposit account with a nominated bank or other financial institution. If so, instructions are required in writing, when Pothecary Witham Weld will open such a deposit account. A charge for opening such an account will be made to cover any bank charge together with a reasonable administration fee. Subsequent transfers between the designated deposit account and the Pothecary Witham Weld undesignated client account in which monies may be held will be subject to similar charges. The interest actually earned (less the charges referred to) will belong to you.

13.3 In calculating interest due to you (when your funds are not held in a designated deposit account), Pothecary Witham Weld will comply with the Solicitors Accounts Rules. Interest will not be paid, if the amount calculated is less than £20, or in certain other circumstances dependent on the amount involved and the period the funds are held.

14. STORAGE OF DEEDS AND FILES

Pothecary Witham Weld will store deeds, wills, documents etc. by agreement with you, usually, free of charge. At the discretion of the firm, files are either retained as paper copies or microfilmed and then destroyed. The microfilmed file can, where necessary, be printed and supplied.

Where the paper file has been stored or where a print of the microfilmed file is required, a charge will normally be made for the production of the file or the provision of any information or copies to you or to any third party. Where your file has been physically stored, it will be kept for ten years and the microfilm of files filmed will be stored for at least this period too.

15. CRITICAL DATES

Once your matter is completed Pothecary Witham Weld does not accept an ongoing responsibility for reminding you of critical dates in respect of matters such as rent reviews, lease renewals, exercise of options, service of notices or counter notices within time limits unless we have accepted your specific instructions to deal with such matters.

16. COPYRIGHT AND OTHER INTELLECTUAL PROPERTY RIGHTS

Unless otherwise specifically agreed in writing, Pothecary Witham Weld retains the copyright and other intellectual property rights in all written or other materials supplied to you in respect of matters in which Pothecary Witham Weld is instructed. If materials prepared by Pothecary Witham Weld are passed on to or are disclosed by clients to third parties then the client accepts liability for the payment of proper professional charges for the use of such documentation and all expenses or losses incurred in enforcing the intellectual property rights of Pothecary Witham Weld.

17. JOINT INSTRUCTIONS

Where Pothecary Witham Weld is instructed by more than one person, firm or company to represent its legal interests those instructions will be considered to be joint and several unless the instructions are otherwise varied and agreed in writing between us.

18. CONFLICT OF INTEREST

In your interest and to avoid a potential conflict of interests, you should ensure that the lawyer responsible for your matter is advised of your full and correct name and address, and, in the case of corporate clients, the registered office and registered number of the company. All material information in relation to a matter should be given at the earliest opportunity to the lawyer responsible.

19. FINANCIAL SERVICES

Pothecary Witham Weld is not authorised by the FSA. Sometimes probate, trust, conveyancing, company, family or other types of work involves investments. As the firm is not authorised by the FSA, we may refer you to someone who is authorised to provide advice. We are able, in certain circumstances, to offer a limited range of investment services to clients as members of the Law Society.

Although Pothecary Witham Weld is not authorised by the FSA, we are included on the register maintained by the FSA 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 Law Society. The register can be accessed via the FSA website at www.fsa.gov.uk/register.

20. REGISTERED OFFICE SERVICES

Company clients of Pothecary Witham Weld may use either of our office addresses as their registered address with the prior consent of a partner which may be withdrawn by notice in writing to the client. An annual charge will be levied in advance for this service to cover the cost of re-addressing and forwarding mail to the business or other address requested by the client.

21. ASSESSMENT OF FEES AND REMUNERATION CERTIFICATES

Procedures are laid down by statute for the courts to assess or "tax" legal fees. Alternatively, in non-contentious matters Pothecary Witham Weld can be required to provide a Remuneration Certificate from the Solicitors Regulation Authority stating whether fees charged by the firm are fair and reasonable. We will provide full details on request of the method of applying for a Remuneration Certificate or for assessment of costs. All requests for a Remuneration Certificate must be made within one month of the delivery of an invoice. Requests for an assessment delivered after one month from the date of delivery of the invoice are in the Court's discretion.

22. MONEY LAUNDERING REGULATIONS PROOF OF IDENTITY

Because of these regulations we will often now require evidence of your identity before being able to act for you. This may apply to long-standing clients from whom we have not previously obtained proof of identity. You will be advised of suitable identification evidence, but it is usually your passport and a recent utility bill addressed to you at your normal address.

23. CONFIDENTIALITY

Obligations imposed on us as professional advisers under the Proceeds of Crime Act can override our duty of confidentiality if, in the course of acting for you, we have reason to suspect that you are in receipt of money from the proceeds of crime. This includes tax evasion and social security fraud.

24. CASH

Except for the payment of this firm's invoices (including minor disbursements) cash will not be accepted by Pothecary Witham Weld.

25. TERMINATION

You may terminate your instructions at any time by notice in writing. In this event Pothecary Witham Weld will render an invoice to you which will become payable in accordance with these terms for all work carried out up to or in consequence of the termination. Your papers will not be sent to you, or to any other firm instructed by you, until the fees are paid. The firm may also withdraw from acting for you but normally will only do so for professional reasons or arising from your failure to comply with these terms and conditions.

26. ACCEPTANCE OF TERMS AND CONDITIONS

By instructing or continuing to instruct the firm you are deemed to have accepted these terms and condition of business. We reserve the right to make changes to these terms, and you will be given reasonable notice of such changes.

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