

ALISTAIR KEEBLE SOLICITORS

TERMS AND CONDITIONS

1. Introduction

- 1.1 Our office is open from 9.00am to 5.00pm Monday to Friday (excluding Bank Holidays) closed for lunch between 1.00pm and 2.00pm. Please be aware that Mondays and Fridays are the busiest days. The last working day of the month is also very busy. In order for us to help you most efficiently please restrict non-essential telephone calls or emails to other times where possible.
- 1.2 We are only able to progress matters on your instructions. We will keep you informed, if necessary, by copying relevant correspondence and documents to you and writing explanatory letters. In return, we ask that you promptly provide instructions and information to us and that if there are periods during which you will not be available, you warn us in advance.
- 1.3 If two or more persons are instructing us jointly on the same matter then, unless you advise us in writing to the contrary, we shall be entitled to assume that any one of them has the authority to give instructions for all. Everyone jointly instructing us will be individually responsible for the payment of all our fees.
- 1.4 Alistair Keeble Solicitors is authorised and regulated by the Solicitors Regulation Authority as a Recognised Sole Practitioner under Practice Number 202513.
- 1.5 Alistair Keeble Solicitors is exempt from the need to be authorised by the Financial Conduct Authority. We can however carry on insurance mediation activity, which is broadly the advising on, selling and administration of insurance contracts and which are incidental to our provision of legal services. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by Solicitors Regulation Authority. The Financial Services Register can be accessed via the Financial Conduct Authority website at www.fca.org.uk/firms/systems-reporting/register .
- 1.6 We are not authorised under the Financial Services and Markets Act 2000, but we are able, in certain circumstances, to offer a limited range of investment services to the client because we are regulated by the Solicitors Regulation Authority. We can provide these investment services if they are an incidental part of the professional services we have been engaged to provide.

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 resolve the problem between ourselves. If for any reason we are unable to resolve the problem between us,

then we are regulated by the Solicitors Regulation Authority and complaints and redress mechanisms are provided through the Solicitors Regulation Authority and the Legal Ombudsman.

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 which supervises and regulates the solicitors' profession and the Legal Ombudsman is the independent complaints handling body.

2. Costs

- 2.1 Unless you have been provided with a written fixed quotation our fees are charged wholly or partly by an hourly rate. This hourly rate depends on the type and complexity of the work involved. You will be advised of the hourly rate at the outset of your matter. This rate is the rate you pay. No hidden uplift will be charged to you. The hourly rate is subject to change from time to time. You will be advised of any changes in the hourly rate. In most cases brief letters and telephone calls made and received are charged at a tenth of the hourly rate. Longer calls and letters are charged at the hourly rate as is the time spent in the perusal and preparation of documents, research and personal attendances.
- 2.2 Certain services may be charged for separately. These include facsimile transmissions, photocopying, international and long distance telephone calls, postage and courier charges, bank transfers and deposit account facilities and company registration services. If you have been given a written fixed quotation this will include all these items.
- 2.3 Whenever possible we will offer fixed price quotations. In certain types of work, for example probate matters or court proceedings, this will not always be possible. In these circumstances we will provide you with an estimate of what we expect our fees to be. However, factors beyond our control mean that these may have to be revised and in some situations separate estimates may have to be given for each stage of the proceedings. Quotations and estimates are only valid if confirmed in writing. Unless accepted, quotations expire one month from the date the quotation is given.
- 2.4 In many cases it will be necessary for us to incur or pay fees and expenses on your behalf to progress matters. These include search fees, court fees, counsel fees, expert witnesses fees and expenses, courier fees, travel expenses and stamp duty. We will normally require you to pay the amounts of such fees before we incur liability to pay them on your behalf. All such expenses (known by lawyers as "disbursements") will be shown and itemised on your bill separately. Some expenses will be subject to VAT.

- 2.5 If, for any reason, we cease to represent you or if a matter does not proceed to completion you will be responsible for our fees for all work done up to that date and any expense incurred on your behalf unless we have agreed otherwise in writing beforehand. These costs will not however exceed the initial assessment plus VAT and expenses.
- 2.6 In some matters, it is our practice to require that payments are made to us on account of anticipated fees and expenses. In these circumstances, it is a condition of our agreeing to act, and of our continuing to act, that clients promptly meet any request for payments on account.
- 2.7 If your matter is to be completed in a very short period of time, it will be invoiced on completion. In other matters, it is our standard practice to submit interim invoices. Interim invoices may not cover all aspects of the work done to date.
- 2.8 Fees, VAT and expenses invoiced to you are due for payment immediately on delivery of our invoice. Interest will be charged from that date on any amounts not paid within 30 days of delivery of the bill, calculated on a daily basis at 4% above the base rate from time to time of National Westminster Bank plc. If any invoice remains unpaid after 30 days from the date of delivery, we reserve the right to terminate our retainer, that is to suspend work on your files and, ultimately, to refuse to continue to represent you.
- 2.9 In accordance with our normal practice, where we are in possession of any monies due to you, for instance damages recovered for you or the proceeds of sale of a property or assets collected in on a probate case, we would expect to deduct any fees VAT and expenses due to us from those monies.
- 2.10 In certain types of matters such as property purchases, we shall require payment from you of our fees VAT and expenses, Stamp Duty Land Tax and Land Registry Fees prior to legal completion taking place. Payment means our having cleared funds.
- 2.11 In carrying out certain types of work, particularly property work, we may have to make substantial payments on your behalf to third parties. Such payments may include, for example, purchase monies or mortgage repayment. In these cases, we are only permitted by our professional rules to make these payments from cleared funds. You must allow ten working days for cheques to clear.
- 2.12 If you have a complaint concerning your legal costs where court proceedings are involved you have the right to ask the court to assess or "tax" the costs. In respect of work which has not involved court proceedings (including all conveyancing and probate work) and whether or not the complaint is linked to a suggestion of poor service you can also ask us to consider the matter under our Complaints Procedure (see 4.1 below). A request for taxation or a complaint about our fees should normally be made to us within one month of the delivery of the invoice.

3. Holding Client's Money

- 3.1 Our professional rules require that we hold all our clients' monies separate from our own funds. We do so by crediting these to a special client's account at our bank (or another suitable financial institution). Naturally, we keep separate accounting records in respect of all client funds.
- 3.2 The Solicitor's Accounts Rules provide that under certain circumstances, interest may be payable to clients in respect of money that we hold for them. Interest is generally paid at the same rate as that which is paid to us by National Westminster Bank plc from time to time. The interest rates which are in operation from time to time are available on request.
- 3.3 In addition to maintaining separate accounting records in respect of clients' funds, we are also obliged to maintain records in respect of interest earned on these funds in accordance with our professional rules and as required by H M Revenue and Customs. Where we hold monies on which interest is to be paid we make a charge for calculating the interest and maintaining the required records.
- 3.4 If it seems likely that funds will be held by us for a significant length of time, monies on which interest may be payable may be held in separate deposit accounts exclusively related to that client and designated by the use of the client's name. In such cases interest will be paid equivalent to the amount of interest credited to such designated account.
- 3.5 All calculations of interest to clients are on the basis that seven days notice of withdrawal is required and receipts (other than cash or bank transfers) will take five working days to clear. Where interest is earned on general client funds held for you and does not exceed £20.00 this will be retained by us in accordance with the Solicitors Accounts Rules. Subject to this de minimis exception, all such interest will be paid to you.
- 3.6 In common with most other Solicitors and Banks, we charge a fee for transferring funds through the banking system (CHAPS or other such payments) and for the provision of Banker's Drafts. A charge will also be made where a cheque credited to your account with us is dishonoured. This does not apply to cheques drawn by debtors in our favour in respect of debt recovery matters which we are handling for you. If you wish to make large cash payments please let us know in advance.
- 3.7 In the event that a Bank holding all or any of our clients' funds collapses we are advised by the Law Society that our firm would not be liable in negligence in the event that we are unable to repay money lost through a banking failure. However we are advised that each of our clients, other than any corporate body client, is covered by the Financial Services Compensation Scheme up to a maximum amount of £85,000. This limit is per institution so that if you hold other monies in the same institution (which institution may include different brands eg Nat West and RBS) your personal savings will form part of the £85,000.

4. Complaints

- 4.1 If you have a concern regarding any aspect of our services please request a copy of our Complaints Procedure. The person at this firm responsible for handling complaints is the Proprietor of the firm, Mr Alistair Keeble and any complaints concerning our service should be addressed to him. All efforts will be made to resolve the issues to our mutual satisfaction as quickly as possible. If your complaint has not been satisfactorily resolved, normally within a time frame of 8 weeks from the date of the complaint, you have the right to complain to the Legal Ombudsman although there are strict time limits involved and also eligibility criteria details of which appear on the Legal Ombudsman's website (www.legalombudsman.org.uk) and which are also summarised in our Complaints Procedure. If your complaint concerns the level of your legal costs please refer to clause 2.12 of these Terms & Conditions. Normally a complaint to the Legal Ombudsman has to be made within 6 months of you receiving a final response from our firm. The contact details for the Legal Ombudsman are PO Box 6806, Wolverhampton, WV1 9WJ (Tel: 0300 555 0333) or by email to enquiries@legalombudsman.org.uk or via the website.

5. Other Terms and Conditions

- 5.1 Unless we agree otherwise, Alistair Keeble Solicitors retain copyright in all written material prepared for or supplied to our clients. Our clients may, of course, use the material but only in respect of the matters in respect of which this firm is instructed and for which the material was specifically prepared. This firm accepts no responsibility for the consequences of clients using such material in any other circumstances.
- 5.2 After completion of a matter, and unless we inform you in writing otherwise, your file will be retained in our archive store for a period of 8 years. After that period the file will be destroyed unless you indicate to us that you would like to collect it from us at the end of this period.
- 5.3 Once a particular matter has been concluded we cannot accept ongoing responsibility for reminding clients of changes in the law which might affect them or of critical dates in respect of such matters as rent reviews, lease renewals, the exercise of options, court proceedings and the like. We will only do so where we have accepted specific instructions in writing from you to advise you upon specific changes in law or to deal with the relevant matters immediately prior to the critical date in question.
- 5.4 In the interests of efficiency, much of the information that you give us will be recorded on word or data processing systems. By instructing us, you are deemed to have consented to this. Our firm is registered under the provisions of the Data Protection Act. Information held by us is confidential and will not be disclosed by us to a third party without your consent unless we are required to do so by law. This requirement can arise, for example, under the rules of

professional conduct, following a request by the police or other law enforcement organisations or under Money Laundering Regulations that we are obliged to comply with from time to time. In instructing us you give us consent to disclose such information as may be necessary for the successful and efficient conclusion of the matter upon which your instructions are based.

- 5.5 It is important that you tell us in writing of any change in your address as soon as possible but in any event within seven days. Unless you do so we shall be entitled to treat your last address known to us as your address for all purposes including correspondence, notices and proceedings.
- 5.6 Our failure to enforce at any time or for any period any one or more of these terms shall not be a waiver of them or of the right at any time subsequently to enforce all or any applicable terms and conditions.
- 5.7 By instructing or continuing to instruct us, you are deemed to have accepted these Terms and Conditions. These Terms and Conditions can only be altered in writing.
- 5.8 On termination of the relationship between us you must pay us for all work we have done and expenses and liabilities (for example, under an undertaking) we have incurred on your behalf but not then invoiced or paid by you. You will also be responsible for and pay us for all work we do and expenses we incur in closing our file and ceasing to act for you. Where the courts are involved you must consent (or if you do not you will be deemed to consent) to an application to the court for the name of our firm to be removed from the record and must pay all costs and expenses incurred. We have and shall retain a lien on all your papers, deeds and documents until all monies owing to us or for which you are responsible are paid to us.