

DUNN & BAKER LLP STANDARD TERMS AND CONDITIONS OF BUSINESS

AUTHORISED AND REGULATED BY THE SOLICITORS REGULATION AUTHORITY. NUMBERS EXETER: 49034 - CULLOMPTON: 49038 - NEWTON ABBOT: 572680. PROFESSIONAL RULES LAID DOWN BY IT REQUIRE THAT CLIENTS OF SOLICITORS BE INFORMED OF CERTAIN TERMS OF BUSINESS. ACCORDINGLY, THIS FORMAL STATEMENT INDICATES THE BASIS ON WHICH THIS FIRM CARRIES OUT PROFESSIONAL SERVICES ON BEHALF OF CLIENTS.

QualitySolicitors Dunn & Baker is a trading name of Dunn & Baker LLP which is a limited liability partnership registered in England and Wales. Registration number: QC386610. Registered office: 21 Southernhay East, Exeter, Devon EX1 1QQ. A list of members is available at the registered office. Any reference to a partner of Dunn & Baker LLP means a member of Dunn & Baker LLP or an employee or consultant of Dunn & Baker LLP with equivalent standing and qualification.

These terms and conditions and the letter of engagement ("Client Care Letter") are important documents. Signing and returning them (and any conditional Fee Agreement, Supplemental Terms and Conditions, or Public Funding Certificate that may apply) evidences the legally binding agreement between you and us ("Retainer"). However if the Client does not sign and return these documents by continuing to give instructions in the matter the Client will be deemed to have accepted these Terms and Conditions of Business.

1. PLACES AND HOURS OF BUSINESS

Dunn & Baker LLP's Principal Office is located at 21 Southernhay East, Exeter, Devon, EX1 1QQ and has branch offices located at Chudleigh House, 38 High Street, Cullompton, Devon EX15 1AE and 66 Queen Street, Newton Abbot Devon TQ12 2ER. The normal hours of opening are between 9.00 am and 5.15 pm on weekdays. Appointments can be arranged outside these hours when necessary in the interests of a Client.

2. RESPONSIBILITY FOR WORK

2.1 The person primarily responsible for the conduct of your transaction or case will be set out in our Client Care letter. Should we, for any reason (other than during periods of temporary absence), need to change the person responsible for your work we will inform you at the earliest opportunity.

3. LIMITATION OF LIABILITY

- 3.1 We have professional indemnity insurance giving cover for claims against the firm. Details of this insurance, including contact details of our insurer and the territorial coverage of the policy, can be inspected at our office or made available on request.
- 3.2 Our maximum aggregate liability to you in this matter will be £8,000,000 unless we expressly state a different figure in our letter confirming your instructions. If you wish to discuss a variation of this limit, please contact the person dealing with your matter. Agreeing a higher limit on our liability may result in us seeking an increase in our charges for handling your matter.
- 3.3 We will not be liable for any consequential, special, indirect or exemplary damages, costs or losses, or any damages, costs or losses attributable to lost profit or opportunity.
- 3.4 Dunn & Baker LLP is a limited liability partnership. This means that the firm's members are not personally liable for any acts or omissions by the firm, unless the law requires otherwise. This does not limit or exclude liability of the firm for the acts or omissions of its members.
- 3.5 We can only limit our liability to the extent the law allows. In particular, we cannot limit liability for death or personal injury caused by negligence.
- 3.6 Please ask if you would like us to explain any of the terms above.

4. SETTING OUR STANDARDS

- 4.1 We operate a system throughout our offices of insisting our staff meet certain standards with regard to client care. Such standards include, but are not limited to:
- a) Clients should receive copies of all substantive correspondence (by post or email) and be kept regularly informed of progress (levels of which are to be agreed at the outset of the matter)
 - b) Telephone calls from clients are to be returned during the course of the same day if at all possible;
 - c) Correspondence of any sort is generally to be dealt with on the same day it is received and in any event answered within five working days of receipt.
 - d) Letters or emails to clients or other solicitors are to be written in plain succinct English;
 - e) Appointments are to be given to clients without any undue delay;
 - f) Clients should be advised of the likely timescales involved and, where appropriate, given a costs/risk benefit analysis in pursuing any particular matter.
- 4.2 This firm aims to offer all our clients an efficient and effective service and we are confident that we shall do so in your case. However, should there be at any time in the future any aspect of our services about which you are unhappy (including any aspects of our charges), please feel free in the first instance to raise the matter the person responsible for your work. If they cannot resolve the matter you may raise the matter, with the Managing Partner, Mr Simon Cutting at 21 Southernhay East, Exeter, EX1 1QQ (tel: 01392 285000) who has responsibility for client care and complaints within the firm. This firm has a written complaints procedure which is available upon request.
- 4.3 If you are not satisfied with our handling of your complaint you can ask the Legal Ombudsman to consider the complaint. You can contact them on telephone number 0300 555 0333 or alternatively through their website www.legalombudsman.org.uk. Normally, you will need to bring a complaint to the Legal Ombudsman within six months of receiving a final written response from us about your complaint or within six years of the act or omission about which you are complaining occurring (or if outside of this period, within three years of when you should reasonably have been aware of it).

5. YOUR RESPONSIBILITIES

5.1 You will:

- provide us with clear, timely and accurate instructions
- provide all documentation and information that we reasonably request in a timely manner, and
- safeguard any documents that may be required for your matter, including documents that you may have to disclose to another party
- notify us at the earliest opportunity if you become aware of any conflict of interest or any other reason which you believe may restrict or prevent us in acting for you or any third party

As a firm we aim to provide a high standard of customer service in a friendly, caring and respectful manner. In return we ask that you treat our staff with respect and courtesy at all times. Any form of verbal or physical abuse will not be tolerated, and clients causing any member of our staff to feel harassed, alarmed or distressed will be asked to leave the premises immediately. The use of threatening, abusive or insulting language is not acceptable.

6. FEES

- 6.1 Unless and until (a) an alternative fee arrangement has been agreed and confirmed in writing by Dunn & Baker LLP or (b) a Client is entitled to have the fees of Dunn & Baker LLP paid by the Legal Aid Agency, the basis for calculation of our fees is described below and is mainly by reference to the time spent by the Partner and Staff dealing with the transaction or case; the time charged being all time spent on the Client's affairs. This will include attendances upon the Client and perhaps others; any time spent travelling; considering, preparing and working on papers and correspondence (including emails); making and receiving telephone calls.
- 6.2 Each Partner's, Solicitor's and Executive's time is charged out at an hourly rate which reflects overhead costs. Routine letters and emails sent out and received by the Firm are charged at 10 minutes per page, which includes consideration of letters received. Telephone calls made and received are charged in 10 minute units.
- 6.3 At the outset of each case the Client will be given the best possible information about the likely overall costs including a breakdown between fees VAT and expenditure. The current hourly rate for the person primarily responsible for the conduct of the Client's case will be notified to the Client.
- 6.4 The privately paying Client may set an upper limit on the Firm's costs, for which the Client may be liable without further authority and the Client will be informed in writing as soon as it appears that a costs estimate or agreed upper limit may or will be exceeded.
- 6.5 The Client will be advised immediately of any changed circumstances, which will or are likely to affect the amount of costs, the degree of risk involved or the cost benefit to the Client of continuing with the matter.
- 6.6 Where the instructions of the Client mean it is necessary for meetings, interviews or other work to take place outside Dunn & Baker's normal office hours, Dunn & Baker LLP reserve the right to increase the level of the hourly rate.
- 6.7 The Client will be kept informed at regular intervals of how much the costs are and in appropriate cases deliver interim bills at agreed intervals.
- 6.8 The hourly rates and fixed fees are normally reviewed annually to take effect from 1 January each year and take account of changes in overhead costs. Details of any revision of rates and fixed fees occurring during the continuance of a case or transaction will be supplied to a Client during the previous

quarter. These rates or fixed fees may not be appropriate in cases of exceptional complexity or urgency. Where it becomes apparent that such circumstances exist Dunn & Baker LLP reserve the right to terminate the retainer unless revised rates or fixed fee are agreed in substitution.

- 6.9 Expenditure include payments made by Dunn & Baker LLP on behalf of the Client, e.g. for such items as Court fees, Counsels fees, fees for Medical Reports, Search fees, Land or Probate Registry fees etc. Dunn & Baker LLP has no obligation to incur liability for such payments unless funds have been provided by the Client for that purpose. VAT is payable on certain expenditure.
- 6.10 In property transactions the Client will be given an estimate of our fees. If a situation arises whereby additional fees are payable, the Client will be notified immediately.
- 6.11 In the administration of Estates and in transactions involving a substantial financial consideration or benefit to the Client, fees may be calculated both by reference to the time spent and also by reference to a value element based on e.g. the value of any property, the size of the Estate or the value of the financial benefits. The value element reflects the importance of the transaction and the consequent responsibility falling on this Firm. The Client will be informed at the outset of a transaction if a value charge is to be added and the relevant percentage.
- 6.12 Fees are payable whether or not a transaction or case is successfully concluded. If any case or transaction does not proceed to completion for any reason during the period in which Dunn & Baker LLP are instructed, then Dunn & Baker LLP shall be entitled to charge for work done on the basis set out above, but in its absolute discretion the Firm may waive part or all such entitlement to fees.
- 6.13 You are entitled to complain about your invoice and there may also be the right to object to the invoice by making a complaint to the Legal Ombudsman or applying to the Court for an assessment of the bill under Part III of the Solicitor's Act 1974 (please note that the Legal Ombudsman may not deal with a complaint about a bill if an application has been made to the court for assessment of that bill).
- ## **7. ARRANGEMENTS FOR PAYMENT OF FEES**
- 7.1 Property Transactions - an account will normally be rendered following the exchange of Contracts and payment is required prior to completion. Where funds are payable to the Client upon completion, amounts due to Dunn & Baker LLP shall be deducted from such funds unless otherwise agreed.
- 7.2 Administration of Estates - it is usual to deliver interim accounts at intervals during the administration of the Estate. An interim invoice will normally be submitted when the Grant has been obtained. If it then transpires that it will take some time to complete the administration, further interim accounts will be rendered periodically and the final account will be presented when the Estate Accounts are delivered for approval. All accounts will normally be paid out of funds held on behalf of the Estate. If the Estate is insolvent, or if we are not in receipt of funds, our normal conditions apply and any costs incurred will be by agreement with the Client and paid for by the Client
- 7.3 Other cases or transactions - it is normal practice to ask the Client to pay sums of money from time to time on account of the fees and expenditure which are anticipated in the following weeks or months. It is helpful if the Client meets such requests with prompt payment to avoid any delay in the progress of their case(s). In transactions or cases likely to continue for more than one month, interim accounts covering the work already carried out will normally be rendered at least

- quarterly. The procedure enables the Client to budget for costs as the matter progresses. It also aids our cash flow. In the event of any invoice or request for payment on account not being paid, Dunn & Baker LLP reserve the right to decline to act further in the case. The full amount of work done up to that date will be the subject of a final invoice rendered and will be a debt due from the Client.
- 7.4 Interest will be charged at 4% over National Westminster Bank Plc base rate from time to time, from the date of delivery of an invoice where payment is not made within 14 days of delivery.
- 7.5 In accepting any instructions from private limited Companies, it has to be on the basis that the directors will be personally liable for our fees. Similarly, it is agreed that the Company will be liable for the fees of individual directors. Consideration for accepting any new work on the Company's behalf is deemed to be made on the basis of a pre-assignment of the Company debt to the individual Director/Shareholder.
- 7.6 Our bank account details will NOT change during the course of a transaction. Dunn & Baker LLP will not take responsibility if you transfer money to a wrong account.
- 8. INTEREST PAYMENTS**
- Where Dunn & Baker LLP are obliged under the SRA Accounts Rules to pay the Client interest on monies held by us it is this Firm's practice to pay interest at a rate equivalent to the interest rate obtainable from our Bank on a 'Solicitors Reserve Account' less 0.5% to cover administrative costs. This does not apply where the amount of interest involved is £20.00 or less (in which case Dunn & Baker LLP would not normally account to the Client) or where a special arrangement has been reached with the Client to cover particular circumstances. If the Client requires further information regarding this please contact us.
- 9. COSTS RECOVERED**
- In some Litigation cases a successful Client may be entitled to the payment of costs by some other party to the Proceedings. However, it is rare for the system of "Taxation" of Costs, as it is known, to result in the party having to pay the full amount of the costs incurred by the Client with their own Solicitors. If the other party is in receipt of Legal Aid, no costs are likely to be recovered. In the event that the Client is successful and costs do fall to be paid by the other party, interest can normally be claimed on those costs against the other party as from the date on which the Order for Costs was made. To the extent that any of the fees and expenditure of Dunn & Baker LLP have been paid on account by the Client, Dunn & Baker LLP will account to the Client for such interest, but will otherwise be entitled to retain it. Clients must note that the primary liability for costs incurred with Dunn & Baker LLP is that of the Client, even in a case where it is expected that an Order for Costs will be obtained against another party. Further, the costs of seeking to enforce any such Order for Costs against the other party, have to be met by the Client.
- 10. BANKING**
- 10.1 In the event of a banking failure, it is unlikely that the firm would be held liable for any losses of client account money. If a corporate body client is not considered a small company by the Financial Services Compensation Scheme FSCS then they will not be eligible for compensation.
- 10.2 We hold all client money in National Westminster and Santander banks which are regulated by the Financial Conduct Authority (FCA). Your money will be held in one or more of these banking institutions. We are not liable for any losses you suffer as a result of any such banking institution being unable to repay depositors in full. You may, however, be protected by the Financial Services Compensation Scheme (FSCS).
- 10.3 The FSCS is the UK's statutory fund of last resort for customers of banking institutions. The FSCS can pay compensation up to £75,000 if a banking institution is unable, or likely to be unable, to pay claims against it.
- 10.4 The limit is £75,000 per banking institution. If you hold other personal money in the same banking institution as our client account[s], the limit remains £75,000 in total.
- 10.5 Some banking institutions have several brands. The compensation limit is £75,000 per institution, not per brand. You should check with your banking institution, the FCA or a financial advisor for more information.
- 10.6 The FSCS also provides up to £1m of short-term protection for certain high balances, e.g. relating to property transactions, inheritance, divorce or dissolution of a civil partnership, unfair dismissal, redundancy and personal injury compensation (there is no financial limit on protection for personal injury compensation). This is called the temporary high balance scheme and, if it applies, protection lasts for a maximum of six months.
- 10.7 The FSCS (including the temporary high balance scheme) will apply to qualifying balances held in our client account. In the unlikely event of a deposit-taking institution failure, we will presume (unless we hear from you in writing to the contrary) we have your consent to disclose necessary client details to the FSCS.
- 11. FINANCIAL SERVICES**
- 11.1 If during this transaction you need advice on investments, we may have to refer you to someone who is authorised by the Financial Conduct 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.
- 11.2 This firm is not authorised by the Financial Conduct Authority. However, we are included on the register maintained by the FCA (which can be accessed via the Financial Conduct Authority website at www.fsa.gov.uk/register/home) so that we can carry on insurance mediation activity (our FCA ref no: LS 605696), 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 Solicitors Regulation Authority.
- 11.3 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 of the Law Society.
- 12. CONCLUSION OF A TRANSACTION OR CASE**
- Following the conclusion of a transaction or case on behalf of the Client, Dunn & Baker LLP will retain the Client's files and papers for such a period as they shall deem appropriate in their absolute discretion. After that period the files and papers shall be confidentially destroyed. In the case of title deeds and documents, where the title is registered at H M Land Registry Dunn & Baker LLP no longer retain such documents and reserve the right to require the Client to take personal custody of the documents. This provision does not apply to current Deeds, Wills and Securities. Full details of our Data Retention Policy are available on our website or on request from our office.

- 12.1 Dunn & Baker provide a Safe Custody Service to Clients in respect of Wills and no charge will be made to the Client for such storage, unless prior notice in writing is given to the Client of a charge to be made from a future date to be specified.
- 12.2 Where stored papers, Wills, Deeds or Securities are retrieved from storage by Dunn & Baker LLP in connection with continuing or new instructions to Dunn & Baker LLP to act in connection with the Client's affairs, normally no charge will be made for such a retrieval. However, Dunn & Baker LLP reserve the right to make an administration charge based on time spent in retrieval and any perusal correspondence or other work necessary to comply with the instructions given by or on behalf of the Client or former Client for whom papers, Wills, Deeds or Securities are stored.
- 12.3 Where we hold documents under our Safe Custody Service, Dunn & Baker LLP does not accept responsibility for (a) the content of any documents not prepared by Dunn & Baker LLP; and (b) notification of any changes in law or interpretation subsequent to completion of our work for the client that may affect the documents held.
- 13. CONFIDENTIALITY / CONFLICT OF INTEREST / DATA PROTECTION / EXTERNAL AUDITING**
- 13.1 The information and documentation you provide us is confidential and subject to legal professional privilege unless:
- stated otherwise in this document or our letter confirming your instructions, e.g. in relation to prevention of money laundering and terrorist financing, or
 - we advise you otherwise during the course of your matter
- We cannot absolutely guarantee the security of information communicated by email or mobile phone. Unless we hear from you to the contrary, we will assume that you consent for us to use these methods of communication.
- 13.2 Prior to accepting initial client instructions, as a matter of procedure we will check for any conflict of interests. Due to the range of services we offer clients it is not always possible to identify all situations where a conflict may arise. Should you be aware of or become aware of any potential conflict that may affect our engagement please notify us at the earliest opportunity. Should a conflict situation be identified we may need to signpost you to an alternative legal services provider.
- 13.3 Data Protection Legislation requires us to advise you that your particulars are held on our database. We use the information you provide primarily for the provision of legal services to you and for related purposes including:
- Updating and enhancing client records
 - Analysis to help us manage our practice statutory returns
 - Legal and regulatory compliance
- 13.4 Our use of that information is subject to your instructions, relevant data protection legislation including the General Data Protection Regulation (GDPR) and any subsequent legislation in force from time to time and our duty of confidentiality. Please note that our work for you may require us to give information to third parties such as expert witnesses and other professional advisors. Where this is necessary, we will always contact you to discuss and seek your explicit consent before any information is disclosed. You have a right of access under data protection legislation to the personal data that we hold about you, further information about your rights can be found in the data protection section in your client care letter.
- 13.5 We may from time to time send you information that we think may be of interest to you. If you do not wish to receive that information please notify our office in writing.
- 13.6 External firms or organisations may conduct audit or quality checks on our practice, e.g. our regulator (the SRA), our accountants or assessment bodies for quality accreditations. These external firms or organisations are required to maintain confidentiality in relation to your files. Please contact the person who has responsibility for your case if you do not wish your files to be disclosed to external auditors.
- 14. ANTI-MONEY LAUNDERING RULES**
- 14.1 In accordance with the Anti-Money Laundering Regulations, we are obliged to request evidence of your identity and undertake certain other procedures to establish your credentials and the legitimacy of your instructions before acting upon them. These procedures may require us to take more detailed instructions from you than previously and may, in rare cases, introduce some small delays into your matter. We will, of course, strive to keep these delays to a minimum. Any personal data received for this purpose will only be processed for the purposes of preventing money laundering or terrorist financing unless permitted by an enactment or unless you provide consent.
- 14.2 As part of our procedure it will be necessary to verify your identity. For this purpose, we will use an electronic verification system. The cost for this will be £8.00 + VAT per individual. You agree that we may use personal information provided by you in order to conduct appropriate anti-fraud checks. Personal Information that you provide may be disclosed to a credit reference or fraud prevention agency, which may keep a record of that information. Please note checking against credit reference data will result in an electronic ID check footprint being left on the search subject's credit reference file. However, this footprint does not adversely affect a credit reference file and is not used by lenders to inform credit decisions.
- 14.3 We are professionally and legally obliged to keep your affairs confidential. However, solicitors may be required by statute to make a disclosure to the Serious Organised Crime Agency where they know or suspect that a transaction may involve money laundering or terrorist financing. If we make a disclosure in relation to your matter, we may not be able to tell you that a disclosure has been made. We may have to stop working on your matter for a period of time and may not be able to tell you why. Otherwise, it is and remains, our policy to keep all information about the personal and business affairs of our clients confidential and to complete your instructions with all due diligence and speed.
- 14.4 This firm is no longer able to accept cash payments in excess of £500 in any one matter except by special arrangement. In addition, any funds required from you will be required by the firm in the form of cleared funds at least 7 working days in advance of the date they will be required to further or complete your matter.
- 15. SOURCE OF FUNDS**
- 15.1 If you pass funds to Dunn & Baker LLP as part of a transaction, Regulation 8 of the Money Laundering Regulations 2007 requires us to ascertain the source of those funds. In order to comply with those Regulations, it is this Firm's policy to ask each client, where applicable, to provide a brief explanation and some supporting documentation to confirm the source of their funds. If any part of the funds have been provided by a third party then, where applicable, we will need to ask the third party to provide us with a brief explanation and some

supporting documentation to support the identity of the source of their funds.

15.2 If at any point in the transaction the origin of the funds change, we will also require a brief explanation and supporting documentation of the identity of the source of funds.

15.3 Under these terms and conditions you are therefore notified that until we have received satisfactory evidence of the source of the funds we will not be able to conclude the matter. If such delay causes a postponement or delay in completion of any matter and a resulting breach of the contract, we at Dunn & Baker LLP will not be liable nor accept liability for any loss howsoever arising if such postponement / delay / breach of contract arises for which you are held to be liable in costs.

16. FOREIGN ACCOUNT TAX COMPLIANCE ACT

16.1 The Foreign Account Tax Compliance Act (FATCA) is a US piece of legislation which has effect in the UK as a result of an agreement between the UK and US governments. The intention behind the legislation is to ensure US citizens disclose their worldwide income to the US tax authority (the Internal Revenue Service).

16.2 The FATCA regime requires certain financial institutions to identify and report (to HMRC) payments made to a:

- specified US person, or
- non-US entity with one or more controlling person who is a specified US person

16.3 To comply with the law, we may have to share some of your information, including your FATCA status and, if applicable, your Global Intermediary Identification Number (GIIN) with financial institutions.

16.4 We also have to establish whether you are a specified US person or an entity controlled by a specified US person. If so, it may be necessary for us to report payments to HMRC. This is explained further in our letter confirming your instruction.

16.5 It is vital that we keep your information current at all times. You are responsible for communicating to us any changes in circumstances that may alter your FATCA status.

17. OUTSOURCING

Sometimes we ask other companies or people to do file audits, typing, photocopying and other work on our files. We will always seek a confidentiality agreement with these outsourced providers. Please be aware of the potential risk to such confidentiality by outsourced work. If you do not want

any of the work involved to be outsourced, please tell us as soon as possible.

18. TERMINATION OF RETAINER

18.1 You may end your instructions to us in writing at any time, but we can keep all your papers and documents while there is still money owed to us for fees and expenses.

We may decide to stop acting for you only with good reason. We must give you reasonable notice that we will stop acting for you.

18.2 If you or we decide that we should stop acting for you, you will pay our charges up until that point. These will be calculated on an hourly basis plus expenses / by proportion of the agreed fee as set out in these terms and conditions.

19. FUTURE INSTRUCTIONS

19.1 Unless otherwise agreed and subject to the application of the then current hourly rates, these Terms and Conditions of Business shall apply to any future instructions given by the Client to Dunn & Baker LLP.

20. COPYRIGHT

20.1 We retain ownership of the copyright in all documents prepared by us and reserve our legal rights to be identified as the creator and copyright owner.

20.2 You must not modify, reuse or adapt any documents we produce for you without our written agreement.

20.3 We do not have to update any of the documents prepared for you after the work has finished.

20.4 We do not accept responsibility for amending or bringing to your attention any changes to the documents prepared for you after the work has finished.

21. EQUALITY AND DIVERSITY

This firm is committed to promoting equality and diversity in all of its dealing with you and third parties. A copy of our policy is available upon request from the Managing Partner.

Please sign and return one copy for Dunn & Baker LLP to retain on our file

I (the Client) confirm that I have read, understood and accept the Terms and Conditions of Business set out above.

Signed

Signed

Name [print]

Name [print]

Dated.....

Dated.....