



Terms of Business

The purpose of this document is to confirm the arrangements between us. Although your continuing instructions in this matter will amount to your acceptance of these Terms of Business, we ask that you sign, date and return one copy for our file.

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Business hours

We are normally open between 9:00am and 5:30pm from Monday to Friday. We may be able to arrange appointments outside of these hours, in cases of emergency. We are closed on all bank holidays.

Our responsibilities

We will:

- treat you fairly and with respect
- communicate with you in plain language
- review your matter regularly
- advise you of any changes in the law that affect your matter
- advise you of any reasonably foreseeable circumstances and risks that could affect the outcome of your matter.

**Your responsibilities**

You will:

- provide us with clear, timely and accurate instructions
- provide all documentation and information relevant to your matter or that we reasonably request in a timely manner
- safeguard any documents that may be required for your matter, including documents that you may have to disclose to another party.

Service levels and frequency of communication

We will update you by telephone or in writing with progress on your matter regularly.

We will explain to you by telephone or in writing the legal work required as your matter progresses.

We will update you on the likely timescales for each stage of this matter and any important changes in those estimates. Whenever there is a material change in circumstances associated with your matter, we will update you on whether the likely outcomes still justify the likely costs and risks.

We will update you on the cost of your matter at the intervals set out in our letter confirming your instructions. If appropriate, we will continue to review whether there are alternative methods by which your matter can be funded.

Limit of liability

We have professional indemnity insurance giving cover for claims against the firm.

Our maximum aggregate liability to you in this matter will be £2,000,000 including interest and costs 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 our seeking an increase in our charges for handling your matter.

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.

WGS is a partnership. This means that the firm's partners 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 partners. We can only limit our liability to the extent the law allows. Please ask if you would like us to explain any of the terms above.

Regulated services

WGS is authorised and regulated by the Solicitors Regulation Authority, Ipsley Court, Berrington Close, Redditch, B98 0TD (the SRA). This means that we are governed by a Code of Conduct and other professional rules, which you can access on the SRA's website www.sra.org.uk or by calling 0870 606 2555.

Data protection

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.

Our use of that information is subject to your instructions, the Data Protection Act 1998 and our legal duties 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 advisers. Under data protection legislation you have a right of access to the personal data that we hold about you.

We may from time to time send you information that we think might be of interest to you. If you do not wish to receive



that information please notify our office, preferably in writing.

Storage and retrieval of files

After completing the work, we will be entitled to keep all your papers and documents while there is still money owed to us for fees and expenses.

We will keep our file of your papers for up to six years, except those papers that you ask to be returned to you. We keep files on the understanding that we can destroy them six years after the date of the final bill. We will not destroy documents you ask us to deposit in safe custody.

If we take papers or documents out of storage in relation to continuing or new instructions to act for you, we will not normally charge for the retrieval. However we may charge you for:

- time spent producing stored papers that are requested
- reading, correspondence or other work necessary to comply with your instructions in relation to the retrieved papers.

Outsourcing

Sometimes we ask other companies or people to do copying on our files to ensure this is done promptly/in the most cost effective manner. We will always seek a confidentiality agreement with these outsourced providers. If you do not want your file to be outsourced, please tell us as soon as possible.

External auditing

External firms or organisations may conduct audit or quality checks on our practice e.g. our regulator, the Solicitors Regulation Authority. These external firms or organisations are required to maintain confidentiality in relation to your files.

Terminating your instructions

You may end your instructions at any time, by giving us notice in writing. We can keep all your papers and documents while any charges or disbursements are outstanding.

We may decide to stop acting for you with good reason and on giving you reasonable notice.

If you or we decide that we should stop acting for you, you are liable to pay our charges until that point. These are calculated on the basis set out in our letter confirming your instructions. If you or we decide that we will stop acting for you, you will pay our charges on an hourly basis. In addition VAT and expenses will also be payable.

Prevention of money laundering and terrorist financing

We are required by law to obtain satisfactory evidence of the identity of our clients and sometimes people related to them. This is because solicitors who deal with money and property on behalf of their clients can be used by criminals wanting to launder money.

Solicitors are under a professional and legal obligation to keep the affairs of clients confidential. This obligation however, is subject to statutory exceptions as recent legislation on money laundering and terrorist financing has placed solicitors under a legal duty in certain circumstances to disclose information to the National Crime Agency. Where a solicitor knows or suspects that a transaction on behalf of a client involves money laundering, the solicitor is required to make a money laundering disclosure. If, while we are acting for you, it becomes necessary to make a money laundering disclosure, we may not be able to inform you that a disclosure has been made or of the reasons for it. We may have to stop working on your matter for a period of time and may not be able to tell you why.

We do not accept liability for any consequential losses arising from any delay or otherwise as a result of making reports to SOCA and ensuring compliance with our statutory obligations.

The amount of the time and resources that need to be spent in dealing with issues that arise is very rarely fully appreciated by parties who become involved in such cases. The requirement for assistance will inevitably mean that you may well have to provide considerable assistance.

Confidentiality

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.

Speaking to your lender

In a conveyancing matter where we are also acting for your proposed lender, we have a duty to make full disclosure to the mortgagee of all relevant facts relating to you, your transaction and mortgage. That will might include disclosure of any discrepancies between the mortgage application and information provided to us during the transaction and any cash back payments or discount schemes which a seller is providing you. If a conflict of interest arises, we must cease to act for you in this matter.

Receiving and paying funds; interest on money held

Our normal policy is to only accept cash up to £500. If you try to avoid this policy by depositing cash directly with our bank, we may decide to charge you for any additional checks we decide are necessary to prove the source of the funds. Where we have to pay money to you, it will be paid by cheque or bank transfer. It will not be paid in cash or to a third party.

Subject to certain minimum amounts, interest will be calculated and paid to you from time to time at 0.5% below the rate payable on a Lloyds Bank ordinary deposit account, normally at the conclusion of your matter, as long as the interest payable is above the £100 de minimis figure.

The period for which interest will be paid will normally run from the date(s) on which cleared funds are received by us, until the date(s) that cheque(s) are issued.

Our Bill and Fees payable

You are liable to pay legal costs as set out in our letter confirming your instructions. We will also usually discuss this at our initial meeting with you.

In property matters if you do not pay our bill on completion of the sale, payment is due within five days of us sending you the bill. If you do not pay the bill within 28 days we will charge interest at 10% per annum on a daily basis from the date on which payment of our bill is due to the date on which payment is made. Naturally should you have any query about the bill you should contact us straight away.

How we calculate charges if we are charging on a time basis (This is for those cases where a fixed fee has not been agreed)

Our charges will be calculated by reference to the time we actually spend working on your matter. This will include:-

- attending meetings and negotiations
- reading, preparing and working on papers
- making and responding to telephone calls, e-mails, faxes and letters
- preparing costs estimates, schedules and bills
- attending at Court and travel time.

More complicated correspondence, emails and telephone calls in addition to time spent on preparing file notes of meetings, considering and drafting documents, reviewing and considering your matter, preparing instructions to counsel, researching the law where necessary, attending conferences, Court and meetings with you and others, taking statements from witnesses will be charged at the hourly rate for the actual time they take.

Further factors which will be taken into account are if your instructions mean we have to work outside normal office hours or any of the above factors apply, we may increase the level of the hourly rates. We will notify you in writing of any increases.

Setting a Costs Limit

You are able to if you wish to set a limit to the level of our costs and if we agree this we will not be able to guarantee that the work will be concluded within that limitation. We will notify you as soon as you are approaching the agreed limit, save where we are undertaking urgent work for you and it is not possible or practical to do so at the time.



Please note this firm does not undertake legal aid cases. If you qualify or believe you may qualify for public funding to find a solicitor who undertakes publicly funded work please visit www.legalservices.gov.uk.

Payment of bills

In matrimonial and litigation it is our standard practice to request a payment on account of costs and disbursements. In other matters we reserve the right to request such a payment.

In protracted matters or when considerable work has arisen we will usually send you an interim bill for our fees and expenses on a monthly basis while the work is in progress. This enables you to budget as the work progresses. We will send a final bill after completion of the work.

We are entitled to pay your bill from monies received by us on your behalf. We are entitled to transfer funds held in your client account to our office account immediately we render our bill to you and retain your file papers or other property until payment of our bill is made in full.

Payment of an interim or final bill is required within 14 days. We may charge you interest on unpaid bills at 8% per year, from one month after the delivery of our bill. All interim bills are final for the period stated on the bill.

If your matter does not proceed to completion, we will charge you for the work done and for expenses incurred.

If we agree to send you bills electronically, it is on the basis that you waive your right to receive a signed hard copy bill under s.69(2) of the Solicitors Act 1974.

We may cease acting for you if an interim bill remains unpaid after 28 days or if our reasonable request of a payment on account of costs is not met.

Conveyancing Bills

We will send you a bill following exchange of contracts and payment is required before completion. If sufficient funds are available on completion, and we have sent you a bill, we will deduct our fees and expenses from the funds.

If you are obtaining funding for your purchase the loan cheque or bank transfer must be received by us a minimum of four working days prior to the completion date. If the money can be sent by telegraphic transfer we will request that we receive it the day before completion. This will enable us to ensure that the necessary funds are available in time for completion. The lender may charge interest from the date of issue of their loan cheque or the telegraphing of the payment. For more information on these charges contact the lender directly.

Challenging a Bill

You have the right to challenge or complain about our bills. The procedure for challenging a bill varies depending on whether it relates to a matter involving court proceedings. For non-contentious matters there may be a right to object to the bill by making a complaint to the Legal Complaints Service, and/or by applying to the court for an assessment under Part III of the Solicitors Act 1974. Please be advised that if all or part of the bill remains unpaid, the firm may be entitled to charge interest.

With regard to contentious matters if you are not happy with the fees charged you are entitled, within one month of delivery of any bill, to have the bill assessed by an officer of the Court, who will decide what sum is reasonable. The procedure is set out in Part III of the Solicitors Act 1974.

We can keep all your papers and documents while there is still money owed to us for fees and expenses.

Payment

To enable you to make payment direct, this firm's account details are: Barclays Bank Plc, Marble Arch Corporate Banking Group, PO Box 32016, London NW1 2ZH, Sort Code: 20-65-63, Client Account No: 30436259.

Expenses

There may be expenses which we need to pay on your behalf. These can include:-

- Court fees

- fees for expert reports
- barristers' fees.

These will be listed separately on your bill and you may be charged VAT in relation to these expenses.

We reserve the right to charge you at our standard rate for photocopying, volume printing, the production of both CD-Rom and hardcopy file, and other office expenses incurred specifically on your behalf. We are happy to provide information on our current rates on request. Expenses will be invoiced at costs plus an administration fee (together with VAT where applicable) and are payable on receipt.

In relation to conveyancing and probate matters these disbursements and expenses will be set out in our client care letter.

Payment of expenses in advance

Where we have to make payments to third parties to cover expenses such as Court costs, fees for expert reports, search fees and other disbursements, we can ask you to pay us first. This will help prevent delays in your matter. As we become aware of payments which will need to be made we will write to you to ask you to send a cheque to us to cover the payments as the matter progresses.

When we send you bills, we will make sure we include the amounts you have already paid. If there are any advance funds left over, we will put them against our fees which need to be paid. You should note that the total bill for expenses may be greater than the amount which you have paid in advance.

Recovering costs

In contentious matters if your case is successful, you may obtain an order from the Court for the payment of your costs by another person. However, in practice this usually results in only a part of the costs being recovered for you, because of the way in which the Court measures the costs.

You have to pay our charges and expenses in the first place and any amounts which can be recovered will be a contribution towards them. If the other party is in receipt of legal aid without costs entitlement or is uninsured, they simply may not be able to pay.

Other parties' costs

In contentious matters (not property) if you are unsuccessful in your matter, it is likely that the Court will order you to pay your opponent's costs in addition to our costs. Your opponent's costs can be assessed by the Court to see if they are reasonable, so you will have the opportunity to review the costs and ask the Court to reduce them.

Complaints

We are committed to providing high quality legal advice and client care. If you are unhappy about any aspect of the service you receive or about the bill, please contact Danny Glasner, WGS Solicitors on dg@wgs.co.uk or Direct Dial on 020 7298 6296 or by post.

We always aim to resolve any problem quickly and operate an internal complaints handling system to help us to resolve the problem. If for any reason we are unable to resolve the problem between us, then the Law Society also provides a complaints and redress scheme.

We have a written procedure that sets out how we handle complaints. It is available on demand or on our website www.wgs.co.uk.

We have eight weeks to consider your complaint. If we have not resolved it within this time you may complain to the Legal Ombudsman. If you are not satisfied with our handling of your complaint you can ask the Legal Ombudsman to consider the complaint. The Legal Ombudsman's contact details are:

PO Box 6167, Slough, SL1 0EH
0300 555 0333 - from 8.30am to 5.30pm
enquiries@legalombudsman.org.uk
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 a year of the act or omission about which you are complaining (or you becoming aware of it).

The Legal Ombudsman deals with complaints by consumers and very small businesses. This means that some clients may not have the right to complain to the Legal Ombudsman, eg charities or clubs with an annual income of more than £1 million, trustees of trusts with asset value of more than £1 million and most businesses (unless they are defined as micro-enterprises). This does not prevent you from making a complaint directly to us about the service you have received or about the bill.

Bankruptcy

There is always a potential risk that a client may instruct us who is actually insolvent. We need to ensure that in any financial settlement this would not be paid with the intention of defeating creditors. In the circumstances, we will be carrying out a bankruptcy search at the outset of your instructions to us and reserve the right to do so at periodic intervals thereafter, if we consider this to be appropriate. We will be entitled to charge the disbursement prevailing for that search which is currently £2. We shall notify you if that disbursement should change at any time.

Professional indemnity insurance

Under the Professional Indemnity Rules firms are required to take out and maintain qualifying insurance. You can contact us to request details of the firm's insurance.

Investment advice services

We are not authorised by the Financial Services Authority. If, while we are acting for you, you need advice on investments, we may refer you to someone who is authorised to provide the necessary advice.

However, we may provide certain limited investment advice services where these are closely linked to the legal work we are doing for you. This is because we are members of the Law Society of England and Wales, which is a designated professional body for the purposes of the Financial Services and Markets Act 2000. The Solicitors Regulation Authority is the independent regulatory arm of the Law Society. The Legal Ombudsman deals with complaints against lawyers. If you are unhappy with any investment advice you receive from us, you should raise your concerns with either of those bodies.

Insurance mediation activity

We are not authorised by the Financial Services Authority. However, we are included on the register maintained by the Financial Services Authority so that we may 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 authorised and regulated by the Solicitors Regulation Authority. The register can be accessed via the Financial Services Authority website at www.fsa.gov.uk/register.

The Law Society of England and Wales is a designated professional body for the purposes of the Financial Services and Markets Act 2000. The Solicitors Regulation Authority is the independent regulatory arm of the Law Society. The Legal Ombudsman deals with complaints against lawyers. If you are unhappy with any insurance advice you receive from us, you should raise your concerns with either of those bodies.

Equality and diversity

We are committed to promoting equality and diversity in all our dealings with clients, third parties and employees.

Applicable law

Any dispute or legal issue arising from our Terms of Business will be determined by the law of England and Wales, and considered exclusively by the English and Welsh courts.

Working with lawyers in other jurisdictions on your behalf

We are qualified and authorised to advise only in relation to the laws of, and procedures in, England and Wales. We cannot therefore provide advice in relation to the laws of, or procedures in, any other jurisdiction.

However, we have considerable experience in obtaining appropriate legal advice from lawyers qualified outside



England and Wales (“foreign qualified lawyers”).

Whilst we are happy to instruct or assist you in identifying appropriate foreign qualified lawyers for appropriate transactions and to maintain a co-ordinating project management role in relation to the involvement of foreign qualified lawyers, we cannot accept any liability in respect of the advice provided by the foreign qualified lawyers.

We will instruct a foreign qualified lawyer on your behalf only after we have discussed the basis of appointment with you. The payment of the fees of the foreign qualified lawyers will be your responsibility and not the responsibility of WGS - we will generally instruct them to invoice you direct.

Foreign Account Tax Compliance Act

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 or IRS).

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.

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.

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 instructions.

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.

Financial Services Compensation Scheme (“FSCS”)

All monies accepted by the firm will be held separate from the firm’s own money in a Client Account. Although we will take all proper precautions, following Law Society and Government Guidelines, and banking only with UK High Street mainstream banks, WGS will not be liable to repay money lost through a catastrophic banking failure.

At WGS we bank with Barclays Bank plc and HBOS. In the event of either bank collapsing, you should be aware that the Financial Services Compensation Scheme indemnity limit, which varies from time to time, applies to each individual client. This means that if you hold other money with Barclays Bank Plc or HBOS, the limit of compensation available would be the current limit in total (i.e. your money will be aggregated with any money held for you by WGS at Barclays Bank Plc). Please note, that some banks have several brands. However, the limit applies per institution (not to each brand). If you require more information in respect of your bank and the various brands, you should check with your branch or with the FSA, who will be able to provide you with further details. If you hold other personal monies in the same bank as our client account, the limit remains in total, so it may be advisable to check with your own bank as some banks now trade under different trading names. In the event of a bank failure you agree to us disclosing details to the FSCS.

Law Society’s Conveyancing Quality Scheme

We are accredited as part of the Law Society’s Conveyancing Quality Scheme. The scheme is designed to improve transparency of transactions, raise service levels and provide better communication and a more efficient process. To achieve this we need your authority to enable us to share information with other parties involved in this transaction and any related chain of transactions. By signing and returning the copy of this letter you will be confirming that we have your Authority to provide information to other parties in accordance with the Law Society Conveyancing Protocol. If you do not wish us to do so please advise us immediately.

Provision of Service Regulations 2009



We comply with the above regulation by making available the required details of our Professional Indemnity Insurance in our office a copy of which is available for inspection.

Tax Advice

Your retainer with this firm is for legal services. We do not consider tax implications of the work you have requested us to carry out nor do we give tax advice in connection therewith. Should you not have done so prior to instructing this firm in connection with the matter or matters we are handling for you, you should immediately seek tax advice from your tax advisers.

Future instructions

Unless otherwise agreed, these Terms of Business will apply to all future instructions you give us on this or any other matter.

WGS is authorised and regulated by the Solicitors Regulation Authority (SRA). Our SRA registration number is 344440. A list of partners appears on our notepaper.

The trading name of this firm is WGS Solicitors. The full registered name of our firm is WPF Glasner Gerber Shapiro. We are registered with the SRA under that name.

Any reference to “the firm” means WPF glasner gerber shapiro Trading as WGS Solicitors.

VAT number 239 5781 24.

I acknowledge receipt and agree to the terms of these Terms of Business.

Signed.....

Dated.....