

Client Care Information and Terms of Engagement

Thomson  *Bancks LLP*
SOLICITORS

*37 High Street
Persore
Worcestershire
WR10 1AH*

*Telephone: 01386 562000
Fax: 01386 562020*

*27 Church Street
Tewkesbury
Gloucestershire
GL20 5RH*

*Telephone: 01684 299633
Fax: 01684 851633*

Thomson & Bancks LLP
Client Care Information and Terms of Engagement

This document contains information about our procedures, professional charges, the basis upon which we undertake work for you and related matters. Please read it carefully. We apologise if you are already familiar with any of this information, but the Solicitors Regulation Authority, which regulates how we practice, requires us to ensure that all our clients are given certain basic information at the start of any new matter.

All our work and services are provided exclusively through Thomson & Bancks LLP. The expression "LLP" means "Limited Liability Partnership" and we refer to ourselves as the LLP.

1. Our Aim

1.1. We aim to offer our clients good quality legal advice with a personal service at a fair cost.

2. Our Commitment to You

2.1. We value your instructions and we hope that together we will be able to achieve your aims as efficiently and cost effectively as possible. We will:

- Represent your interests and keep your business confidential.
 - Explain to you the legal work that may be required and the prospects of a successful outcome.
 - Make sure that you understand the likely degree of financial risk that you will be taking on.
 - Keep you regularly informed of progress or, if there is none, when you are next likely to hear from us.
 - Try to avoid using technical legal language when writing to you .
 - Deal with your queries and progress the matter promptly.
- Let us know if we fail in any of these aims.

3. Letter of Engagement

3.1. Once you have instructed us to act in a matter for you we will send you a letter that will include details of what it is that you have asked us to do, explain how our charges will be calculated and (where possible) provide an estimate of our charges. This document together with that letter set out our terms of engagement. No variation to these terms shall be effective unless agreed in writing by a Member of the LLP.

3.2. Your continuing instructions in this matter will amount to your acceptance of these Terms of Engagement as clarified by any Letter of Engagement. Even so, we ask you to please sign and date a copy of the Letter of Engagement or estimate and return it to us immediately.

4. The LLP

4.1. We have two offices, one in Pershore and the other in Tewkesbury. .

4.2. Our offices are open 9:00 a.m. to 5:00 p.m. Monday to Friday.

4.3. Thomson & Bancks LLP is registered at Companies House in Cardiff as Partnership Number: OC319305

Our Registered Office is: 27 Church Street, Tewkesbury, Gloucestershire, GL20 5RH.

The Members of the LLP are:

Stephen L D Cook	J Nicholas Martin
David C Greer	David C S Bloxham
Jeremy S Smith	Paul N Johnson
Simon C Cook	Angela J Scott
Sylvia A Gillham	

Thomson & Bancks LLP are Solicitors, because the LLP is recognised as a Solicitors' Practice and is regulated by the Solicitors Regulation Authority. Our SRA registration number is 442238. This does not mean that every individual doing work for the LLP is qualified as a Solicitor, but gives assurance to clients that the LLP is bound by the

professional rules and obligations that apply to a Solicitors' Practice. All of our Members are Solicitors and profit sharing Members.

4.4. We are registered for VAT: number 274 1388 48.

5. Personnel

5.1. Please refer to the attached annex for details of the personnel in the Department conducting your work.

6. Responsibility for your Work

6.1. The Letter of Engagement will confirm who will carry out most of the work in a matter, their status and specialism. If this person is not available at any time please ask to speak to his or her secretary. They cannot give legal advice but will be familiar with the file and should be able to assist. If they cannot help you they will hand the file to another colleague who can, or will take a message. The Letter of Engagement identifies the Head of Department who is ultimately responsible for your matter.

6.2. We try hard to avoid changing the people who are handling your work but if this cannot be avoided, we will notify you promptly and tell you why the change was necessary. We will not necessarily advise you of a short term or temporary change of personnel (e.g when the person who is handling your work is on holiday). In these circumstances the secretary will pass you to a colleague if you have any queries. You will still be liable to pay all of our charges and expenses for the work we have completed irrespective of who has undertaken the work for you and whether or not you have been advised of the change of personnel.

6.3. It is sometimes advantageous to use the specialist skills of other members of the LLP or more economic to allocate routine matters to a less senior member of a team.

6.4. We will separately explain to you the issues raised in your matter and advise you about its likely stages and estimated timetable. We will keep you informed of progress and advise you on whether the likely outcome will justify the likely charges, expenses and risk involved, from time to time as necessary.

7. Your Responsibilities

7.1. To enable us to advise you fully, we need to have full details of the matter. You can help us by giving full clear instructions, providing all relevant documents, acting promptly and telling us about any time limits of which you are aware.

7.2. We may require you to provide personal details including confirmation of your identity and details of your personal finances in order to satisfy our obligations under Anti Money Laundering regulations and if required to do so by your insurance company, building society, bank or the Legal Services Commission before we are able to proceed on your instructions.

7.3. Correspondence, telephone calls and attendances cost money. Please make every effort to avoid unnecessary expense. For example, the time spent chasing you, or other parties, to supply information will increase your overall costs. By helping to keep the costs down, you are benefiting yourself. Do not forget to tell us if you change your address or if you plan to go away from home for any period of time.

8. Our Responsibilities

8.1. In acting as your solicitors the primary responsibility of the LLP will be to you as our client under this contract. We may also have additional responsibilities such as to the Police, the Solicitors Regulation Authority, Court, Legal Services Commission, insurers in litigation matters or to your lender in a property transaction if we are instructed to act for them too. We may therefore have to advise you to provide information to them and we may be compelled to give information to them irrespective of your instructions.

- 8.2. The benefit of our advice is personal and confidential to you only. Except where referred to elsewhere, we will preserve confidentiality. If you wish to pass on the benefit of that advice to others or you ask us to do so, you may, but that other person will not as a result have any enforceable right against us under this contract.
- 8.3. We may advise you to obtain advice from other professionals such as accountants or surveyors. We are not liable for any advice given to you (whether or not obtained by us on your behalf as your agent) by them but you will be liable for our charges and expenses incurred in obtaining and proceeding on that advice as instructed by you.
- 8.4. We aim to provide an efficient and comprehensive service to the highest standards. We will keep you informed of the progress of the matter throughout, at each significant stage. This will usually be by letter, but, for the sake of speed and economy, may take the form of simply copying correspondence or emails to you. It may happen that you do not hear from us for periods at a time. That is not to say that nothing is happening. We will be progressing the matter through its normal course and we will notify you as soon as anything of importance occurs. If however you would like a progress report at any time, please contact the person acting for you or their secretary or assistant.
- 8.5. When acting in the purchase or mortgage of a property, we would usually also expect to receive instructions to act for the bank or building society providing the mortgage loan. As they are also our clients, we have a duty to advise them of any matter relevant to their decision on whether to provide the finance. If you tell us of things you do not wish the lender to know we may have to stop acting for the lender and possibly for you as well.
9. **How we Calculate our Charges**
- 9.1. Our charges may be calculated in one, or a combination, of a number of different ways.
- 9.1.1. **Hourly Rate:** In most cases, our charges are calculated by reference to the time spent by the personnel dealing with your matter. Time spent will include meetings with you and others (where relevant); considering, preparing and working on papers; correspondence; travelling away from the office if necessary; and making and receiving telephone calls.
- Our time is charged out at an hourly rate. Routine letters, faxes and emails sent and telephone calls (whether made or received) are charged as 6 minutes of time. Routine letters, faxes and emails received are charged at 3 minutes per page (except in litigation matters where actual preparation time will be charged).
- For work of unusual complexity, urgency or importance or requiring attendance out of the office or during unsocial hours we may increase the hourly rate to reflect these factors.
- 9.1.2. **Percentage:** Where a matter involves or includes the sale, purchase or lease of commercial property, the Administration of Estates or in matters involving a substantial financial value or benefit to a client, we charge for time spent on an hourly basis (as referred to above) but may also add to that a percentage of the relevant value. This is because the value is a reflection of the importance of the matter and consequently the responsibility that we have in dealing with it.
- 9.1.3. **Fixed Fee:** For some matters (for example, residential conveyancing, powers of attorney or simple wills) we will agree a fee in advance. This is for the basic service that will be explained to you. If something unexpected happens to make the work more complex than is usual, we reserve the right to increase the fee. However we will warn you of this in advance.
- These fixed fees assume that you will see us in the office. We will make an additional charge for time spent coming to see you on an out of office appointment.
- 9.1.4. **Litigation / Family Matters:** If we are acting for you in a litigation matter (that is a matter that may possibly involve court proceedings) or a family matter, there are

- complex provisions in relation to costs; please see the attached annex for details. You will not normally recover all costs from an opponent.
- 9.2. Our charges and hourly charge out rates are reviewed from time to time. We will only notify you of any changes if there is likely to be a substantial increase in our overall charges as estimated to you. This does not affect fixed fees agreed in advance.
- 9.3. We make an administrative charge of £33.00 if we arrange to send money by electronic transfer to your bank or a third parties bank on your behalf.
- 9.4. We make an administrative charge if we carry out a search at Companies House in connection with the work that we are doing for you. The charge will depend on the type of search and type and number of documents that we download.
10. **Estimates**
- 10.1. As every client's affairs are different it may not be possible to know in advance how long a matter may take. We will always try to help you budget by giving you an estimate of the likely costs of your matter. This estimate will be based on information known to us when we give it. It may be necessary to revise an estimate as a matter proceeds. An estimate is a "best guess" and not the same as agreeing a fixed fee.
- 10.2. We will inform you if any unforeseen additional work becomes necessary (for example where it is due to unexpected difficulties or if your requirements or the circumstances significantly change during the course of the matter). We will also give you an estimate of the additional cost that may consequently arise.
- 10.3. On the basis of this estimate we will then set a first "budget" figure. If we reach that first budget, we will hopefully then have a better idea of what the costs will ultimately prove to be and will set a revised "budget".
- 10.4. Any estimate given covers only the work that you have at that time instructed us to undertake. If you instruct us to do further work for you it will be charged for separately.
11. **Payments made on your behalf**
- 11.1. "Disbursements" are payments made by us on your behalf, e.g. Probate Registry Fees, Search Fees, Court Fees, Stamp Duty, Stamp Duty Land Tax and Land Registry Fees. These will be charged for in addition to our own charges. You will therefore have to repay us for any expenses or payments we make on your behalf. We have no obligation to make such payments unless you have provided the funds.
- 11.2. Disbursements will be shown separately on our invoices. Unless you ask us to do so, we will not usually check with you before incurring expenses on routine items. We will usually consult with you before incurring non-routine items of expenditure.
12. **VAT**
- 12.1. Our professional charges are exclusive of VAT, which will be added to the charges. VAT is also payable on some disbursements.
13. **Arrangements for paying our Charges**
- 13.1. **Money in hand:** We may deduct any sums due to us from money that we hold or receive on your behalf.
- 13.2. **Payment on account:** We may ask you to make payments in advance on account of disbursements and / or our charges. Please make any payments promptly to avoid any delay in the progress of your matter.
- 13.3. **Sending our Invoices:** Where we believe that a matter can be completed in a relatively short period of time, we will send you our invoice for payment at the end of the matter.
- 13.4. **Interim invoices:** Where a matter is likely to be protracted, we may ask for payments on account as the matter progresses in one of the following ways:

- either we will submit invoices from time to time or at regular intervals for charges or anticipated charges and disbursements,
 - or we may arrange with you for regular payments to be made on account, perhaps by standing order.
- 13.5. This will assist you to budget for our charges. If payment is not made then we reserve the right to decline to act any further and at that time an invoice for the work done to that date will be submitted.
- 13.6. If you do not pay an invoice, and as a result, we make a claim by legal proceedings against you, you shall in all cases pay to us all and any further charges and expenses incurred in those proceedings even if our claim is for less than £5,000.00.
- 13.7. We can accept payment of our charges by most major credit and debit cards. We charge a transaction banking fee of:
- one pound for debit cards
 - one pound or 2% of the invoice total (whichever is the greater) for credit cards
- However we will waive this fee in relation to our professional charges if payment is made within 7 days of your receiving our invoice (this waiver will only apply in relation to our professional charges but not disbursements). Please contact our accounts department for more information.
- 13.8. The common law entitles us to retain any money, papers or other property belonging to you that properly come into our possession pending payment of our costs, whether or not the property is acquired in connection with the matter for which the costs were incurred. This is known as a "general lien". We are not entitled to sell property held under a lien but we are entitled to hold property, other than money, even if the value of it greatly exceeds the amount due to us as our costs.
- 13.9. If we are conducting litigation for you, we have additional rights, in any property recovered or preserved for you whether it is in our possession or not and in respect of all costs incurred, whether billed or unbilled. We also have a right to ask the court to make a charging order in our favour for any assessed costs.
14. **Interest**
- 14.1. Invoices are due for payment within 30 days of being submitted. Interest may be charged on invoices that are not paid within that time at 4% above the base rate from time to time of Barclays Bank plc calculated on a daily basis from the date of the invoice up to the date of payment whether payment is made before or after judgement. For business matters we reserve the right to claim a higher rate of interest under the Late Payment of Commercial Debts (Interest) Act 1998.
15. **Other Parties Paying our Charges and Expenses**
- 15.1. Although it may be the case that some other person agrees or is ordered to pay our charges, you will remain personally responsible for paying our charges and expenses as and when they become due. We will not normally postpone payment of our charges and expenses to you because someone else has agreed to or is under an obligation to pay them.
16. **Taxation and Planning Advice**
- 16.1. We are unlikely to have a detailed knowledge of your financial affairs. In general therefore, and unless otherwise specifically agreed, our retainer does not include advice on the financial or taxation implications of commercial matters. We are happy to work with your accountant to structure a transaction in the best manner should this be appropriate. In any event we strongly recommend you to seek advice from your accountant as soon as possible.
- 16.2. In transactions relating to the purchase or letting of a property we will advise you of the planning history of the property as revealed in the results of the preliminary searches that we will undertake. In the case of a residential

property we will assume (unless you specifically advise us otherwise) that you intend to use the property for residential purposes without it being extended or otherwise developed. In the case of a commercial property we will assume (unless you specifically advise us otherwise) that you intend to use the property for the most recent established use as shown by the searches referred to above without it being extended or otherwise developed. We will have no liability to you to advise you of any issues concerning some use other than as referred to above unless you have advised of the intended use, extension or development.

17. **If a Matter is not Completed**

- 17.1. If for any reason the work you have instructed us to do is not completed we will make a charge for the work that has already been completed. This will be calculated on the basis of time actually spent, even if we originally gave an estimate on the basis of a fixed fee. Depending upon the amount of work done our charges may be a proportion of the figure given in the estimate or may be up to the full amount. Disbursements already incurred will also be charged.
- 17.2. In residential conveyancing transactions our charges on abortive matters will be calculated in accordance with the following scale: following receipt of instructions and request of title deeds or draft contract as appropriate, £150.00; on issue or receipt of draft contract and supporting documents, 50% of the estimated fee; at any time thereafter up to exchange of contracts, 75% of the estimated fee; after exchange of contracts, the full estimated fee in any event.

18. **Client Money**

- 18.1. Any money received on your behalf will be held in our Client Account. Subject to certain minimum amounts and periods of time set out in the Solicitor's Accounts Rules, interest will be paid to you at the rate from time to time paid by Barclays Bank plc on their Business Premium Account.
- 18.2. Where a client obtains borrowing from a lender in a property transaction, we will ask the lender to send us the loan cheque so that we have it at least 4 working days before the completion date. If the money can be sent by direct transfer to our Client Account, we will request that we receive it the day before completion. This is to ensure that we have the necessary funds in time for completion. The lender may charge interest from the date of issue of the loan cheque or the transfer of the payment.
- 18.3. We hold client money in a bank or banks in accordance with the requirements of the Solicitor's Accounts Rules. Unless we notify you to the contrary, we will use a Clients Account at Barclays Bank Plc as an account for holding yours and other clients' money. If that bank (or any bank from which, or to which, money is being transferred) defaults or becomes insolvent you may be at risk of a loss. Whether or not your money will be fully recoverable from a bank or a third party will depend upon the law and the prevailing circumstances at the relevant time. We will not accept liability for the loss of your money, or the responsibility and cost of recovering your money. The Financial Services Authority (FSA) compensation scheme applies to client money as to other banking deposits. Therefore the scheme covers deposits belonging to clients who are individuals or small businesses up to £50,000 per client, per authorised deposit-taking institution. So if you hold other personal money yourself in the same bank, the limit remains £50,000 in total. Some deposit taking institutions have several brands, ie where the same institution is trading under different names. You should check either with your bank, the FSA or a financial adviser for more information. If you have special instructions for the handling of your money, please make them expressly known to us. We may make reasonable charges to you if your requirements involve us in additional work or bank charges.

19. Solicitors' Financial Services (Conduct of Business) Rules 2001

- 19.1. 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 clients because we are members of The Law Society. We can provide these investment services if they are an incidental part of the professional services we have been engaged to provide.
- 19.2. 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 Solicitors Regulation Authority which provides a complaints and redress scheme.
- 19.3. 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 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 Financial Services Authority website at "fsa.gov.uk/register".
- 19.4. If it is necessary during the course of a conveyancing transaction for any defective title indemnity insurance to be put in place we must inform you that we only arrange such insurance through the following insurers; GCS Limited, Legal and Insurance Services Limited, Countrywide Legal Indemnities and First Title; but we are not contractually obliged to conduct business this way and we receive no commission for doing so.

20. Money Laundering

- 20.1. "Money laundering" is the process by which the proceeds of crime, and the true ownership of those proceeds, is changed so that the proceeds appear to come from a legitimate source.
- 20.2. For the protection of all our clients, and to comply with statutory requirements, we operate a money laundering reporting procedure. In certain circumstances, we have a legal obligation to reveal information to the appropriate authorities if we have any suspicion of money laundering, without advising you that we are doing so.
- 20.3. The onus is now on solicitors to "*know their clients*". We will apply due diligence procedures to every transaction and identify all clients thoroughly. We will endeavour to meet clients in person whenever possible.
- 20.4. At the beginning of every new matter we will complete a client due diligence questionnaire for both new and existing clients. At the same time we will require you to supply proof of identity. This is similar to procedures operated by banks and other financial institutions.
- 20.5. For individuals we need to see at least one item from the following as evidence of identity;
- Full UK/EU Signed Passport
 - Resident Permit issued to EU nationals by Home Office
 - Current UK / EU Photo Driving Licence
 - Firearms Certificate
- We also need to see at least one of the following as evidence of address (these must be dated within the last 6 months):
- Most recent Mortgage Statement
 - Current Council Tax Bill
 - Local Authority rent card
 - Bank/Building Society Passbook or Statement
 - Utility Bill (not for a mobile phone)
- We need to see the originals and will take copies for our file.

- 20.6. For UK listed corporate clients, normal commercial checks and due diligence inquiries will be made. For UK private corporate clients we need to see all of the following;
- Certificate of Incorporation
 - Copies of the most recent annual accounts
 - List of Directors
 - List of Shareholders / Members
- We will then follow identification procedures as in 20.5 above for:
- At least one Director (from whom we usually receive instructions or alternatively who appears to us to be active in the management or control of the Company) AND
 - At least two Shareholders / Members with a 25% interest or more in the Company OR, if there are no such Shareholders / Members, then for one other Director.
- 20.7. For partnerships we will follow identification procedures in line with those for individuals.
- 20.8. For work involving trusts identification procedures in line with those for individuals will be applied to the trustees and underlying beneficiaries.
- 20.9. We reserve the right to request further information, as we shall decide depending on the circumstances.
- 20.10. Costs or disbursements that we incur in complying with these procedures will be charged to you and we may ask you for a payment on account for these.
- 20.11. We are entitled to refuse to act for you if you fail to supply appropriate proof of identity for yourself or for any principal whom you may represent.
- 20.12. We cannot accept liability for any loss (including consequential loss), damage or delay arising as a result of our compliance with any statutory or regulatory obligations.
- 20.13. You are specifically prohibited from disclosing our Client Account details to any third party outside our solicitor / client relationship on any matter for which we are dealing on your behalf.

21. Cash and Cheques

- 21.1. We are unable to accept cash for any purpose whatsoever, from clients, the cumulative total of which in any one calendar year exceeds £1,000. We will therefore seek to establish with you from the outset how you intend to fund any transaction and the source of funds to meet our charges and any disbursements.
- 21.2. In order to comply with the Solicitors Accounts Rules we have to allow seven clear working days for the clearance of cheques

22. Copyright

- 22.1. Copyright in all documents created by us for you belongs to us, although you may use those documents for the particular purpose for which they were created. If you wish to use them for any other purpose you should obtain our permission to do so.

23. Storage of Files Documents and Deeds

- 23.1. After completing the work, or termination of this contract, we are entitled to keep all your papers and documents while there is money owing to us for our charges and expenses.
- 23.2. **Your File:** We are unable to retain client files for an indefinite period. We will retain client files for different periods of time depending on the nature of the work. We will advise you of this at the end of the matter. We keep the file on the understanding that we have the authority to destroy it at the end of that period. We will not destroy documents you ask us to deposit in safe custody.
- 23.3. **Your Deeds and Securities:** We store important documents, deeds and other securities without charge. However our agreement to store documents does not impose on us any obligation to advise you of changes in the law or taxation, which may necessitate a review of the terms of these documents. The responsibility to consider a review remains with you.

23.4. **Retrieval Costs:** Normally we will not make a charge to retrieve a document from storage. However, we may make a charge based upon the time incurred for checking identity and instructions, reading papers, writing letters or other work necessary to comply with your instructions.

23.5. Please ensure that you keep safe letters, papers and documents, which you have which may in any way at all relate to a matter. It is important that none are destroyed. Please place them in chronological order. Parties have an obligation to disclose all relevant documents in any disputes.

24. Communications

24.1. We are happy to communicate with you in the manner most suitable and convenient to you. In particular the use of the Internet and e-mail can greatly speed communication and is a useful way of sending documents to you, other professional advisers and the authorities. However the Internet is an insecure medium. Messages may pass through the hands of unregulated service providers; the networks used by the Internet are vulnerable to hacking, and governments can undertake interception. We do not use encrypted e-mail. If you wish to communicate using e-mail you consent to this including confidential information in non-encrypted form. If you do not wish us to do this please advise us accordingly. We cannot guarantee the confidentiality of your e-mail address or other confidential information in e-mail correspondence.

24.2. The Data Protection Act requires us to advise you that we hold your details on our database. We may, from time to time, use these details to send you information that we think may be of interest to you (unless you advise us that you do not wish us to do so).

25. Termination

25.1. You may terminate your instructions at any time by writing to us. If you are considering ending any court proceedings you must take advice because there may be costs to pay to your opponent and other consequences.

25.2. In some circumstances, we may consider we ought to stop acting for you. We would only do so with good reason, for example, if you do not comply with your obligations in these Terms of Engagement; if we are of the opinion that you are asking us to conduct matters in such a way that your instructions conflict with our duties to the Court or others; if you cannot give clear or proper instructions on how we are to proceed; or if it is clear that you have lost confidence in how we are carrying out your work. We will give you reasonable notice before we stop acting for you.

25.3. If you or we decide to terminate this contract you must still pay our charges and expenses as agreed for the work then completed.

26. Future Instructions

26.1. Unless otherwise agreed, and subject to the application of the current hourly rates, these terms and conditions of business will apply to any future instructions you give to us.

26.2. It is your responsibility, not ours, to review your affairs from time to time. Unless we otherwise agree with you in writing, our retainer ends once a matter is completed and the file closed. We do not accept continuing responsibility to advise you on the completed matter or changes in the law that might affect you or any advice previously given. In particular, we will not advise you of on going circumstances e.g. rent reviews or the service of notices when leases are due to end.

27. Liability and Insurance

27.1. We maintain professional indemnity insurance in accordance with the rules of the Solicitors Regulation Authority. Details of the insurers and the territorial coverage of the policy are available for inspection at our Tewkesbury office.

27.2. Unless otherwise agreed in writing by a Member of the LLP (and except for death or personal injury), our liability and that of our employees and agents (whether arising in contract, negligence or otherwise) in any non-contentious

matter will be limited to £5 million for any claim or series of claims arising from the same circumstances.

28. Problems and Complaints

28.1. We want to provide the best possible service to our clients. We hope that you will never have cause to complain but we wish to hear from you if you are not satisfied with our service or our bill of costs.

28.2. If you are dissatisfied with our service or bill:

- Please initially discuss this with the person who is dealing with the matter for you.
- If this is difficult, or if you are still not satisfied, please contact the Head of Department or one of the Members of the LLP.
- Our Member for Client Complaints, Mr Nicholas Martin (at our Tewkesbury office) has ultimate responsibility for dealing with complaints. Please feel free to refer to him at any time.
- Our internal complaints policy and procedure is available on request.
- You may have a right to object to our bill by making a complaint to the Legal Complaints Service or the Office of Legal Complaints, and / or by applying to the court for an assessment of the bill under Part III of the Solicitors Act 1974. However, if all or part of a bill remains unpaid we may be entitled to charge interest.

28.3. The web address of the Solicitors Regulation Authority is www.sra.org.uk and of the Legal Complaints Service is www.legalcomplaints.org.uk.

29. Miscellaneous

29.1. The applicable law to the contract between us is the law of England and Wales and the professional rules affecting the LLP will be those applicable in England and Wales. This is irrespective of where in the world you reside or are located from time to time.

29.2. We are working towards a quality assurance system that will be monitored from time to time by a reputable external certification body for compliance with the Law Society Lexcel Practice Management Standard. As part of the monitoring by this body we may allow access to confidential information held on your files. However such access will only be provided after we have received appropriate undertakings from the monitoring body that all information on your files will be treated as confidential and not disclosed to any third party. Please advise us if you do not wish us to permit access to your files for this purpose.

30. Conclusion

30.1. Your continuing instructions will amount to your acceptance of these Terms of Engagement. This is an important document. Please keep it in a safe place for future reference.

30.2. We are confident we will give you a high quality service in all respects. We hope that by providing this information at the outset we have addressed any immediate questions about the day to day handling of your work and our terms of business. However, if you have any queries please do not hesitate to contact us.

Last Updated: 15 January 2010. Printed: 8 February 2010