

STEPHEN AND RICHARD SOLICITORS LLP

Terms of Business

General terms

Service Standards

We will update you by telephone or in writing with progress on your matter when it is necessary.

We will communicate with you in plain language.

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

Should for any reason your matter not be completed in six months, we will then want to update you on the cost of your matter and then every six months following where required.

We will update you on whether the likely outcomes still justify the likely costs and risks associated with your matter whenever there is a material change in circumstances.

We will update you on the likely timescales for each stage of this matter and any important changes in those estimates.

We will continue to review whether there are alternative methods by which your matter can be funded.

Responsibilities

We will review your matter as and when we think necessary.

We will advise you of any relevant changes in the law.

We will advise you of any circumstances and risks of which we are aware or consider to be reasonably foreseeable that could affect the outcome of your matter.

You will provide us with clear, timely and accurate instructions.

You will provide all documentation required to complete the transaction in a timely manner.

You will safeguard any documents which are likely to be required for discovery.

Hours of business

Our offices opening hours are 9am to 5.30pm Monday to Friday inclusive but excluding Public Holidays.

Equality and diversity

Stephen & Richard Solicitors LLP are committed to promoting equality and diversity in all of its dealings with clients, third parties and employees. Please contact us if you would like a copy of our equality and diversity policy.

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 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. You have a right of access under data protection legislation to the personal data that we hold about you.

We may from time to time send you information which we think might be of interest to you. If you do not wish to receive that information please notify our office in writing.

Scope of Our Advice

We will advise you on the legal effect of specific matters on which you instruct us from time to time. We are not general advisers and we shall not be responsible for any failure to advise on any matter which falls outside the scope of your instructions. We request that you provide us with specific instructions (preferably in writing) and then discuss the scope of our involvement with you at any time. We will follow up the discussion with a written confirmation which will detail our advice and the work to be taken as instructed.

Our brief is limited to advising you and not any third party. Accordingly we do not accept any liability to any third party arising out of the instructions which you give us.

Storage of Documents

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 a minimum period of 6 years, except those papers that you ask to be returned to you. We keep files on the understanding that we can destroy them 6 years after the date of the final bill. We will not destroy documents you ask us to deposit in safe custody.

Upon closing your file we reserve the right to request a reasonable storage fee.

If we take papers or documents out of storage in relation to continuing, new instructions to act for you or for any other purposes, we may charge for such retrieval and we may also charge you both for:

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

Outsourcing of Work

Although we do not do this at present, sometime in the future we may ask other companies or people to do typing/photocopying/other work on our files to ensure this is done promptly. 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.

Vetting of Files and Confidentiality

External firms or organisations may conduct audit or quality checks on our practice. These external firms or organisations are required to maintain confidentiality in relation to your files.

Limitation of Liability

Our liability to you for a breach of your instructions shall be limited to not more than £3 million unless we expressly state a higher amount in the letter accompanying these terms of business. 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 profits or opportunities.

We can only limit our liability to the extent the law allows. In particular, we cannot limit our liability for death or personal injury caused by our negligence.

Please ask if you would like us to explain any of the terms above.

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. All our client care letters and terms of business are written in English and, we will only communicate with you in English unless agreed otherwise.

Terminating the Retainer

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, for example if you do not pay an interim bill or there is a conflict of interest. We must give you reasonable notice that we will stop acting for you.

If you or we decide that we should stop acting for you, you will pay our charges up until that point. These are calculated by proportion of the further or final agreed or estimated fee as set out in our special terms and conditions and/or the letter accompanying these Terms of Business.

Provision of Services Regulations 2009 (The Regulations)

- (a) Our value added tax (VAT) number is 121 9098 23 and is registered with HM Revenue & Customs in the United Kingdom.
- (b) Stephen & Richard Solicitors LLP holds professional indemnity insurance cover at the layer required by the Law Society and further details of the insurer, policy number and cover can be obtained from the following Broker:

Broker: Brunel Professional Risks Limited
St Thomas Court | Thomas Lane | Bristol | BS1 6GJ

T. +44 (0)117 325 2224 F. +44 (0)117 325 2225
E. contactus@brunelpi.co.uk
W. www.brunelpi.co.uk

- (c) Stephen & Richard Solicitors LLP is regulated by professional rules and should you require further information, please contact us.
- (d) Stephen & Richard Solicitors LLP is committed to high quality legal advice and client care. If you are unhappy about any aspect of the service you have received, or about the bill, please refer to the Client Care Letter accompanying this copy of our Terms of Business which tells you what to do.

Anti-Money Laundering Obligations

The Law requires solicitors to get satisfactory evidence of the identity of their clients and sometimes people related to them. This is because solicitors who deal with money and property on behalf of their client can be used by criminals wanting to launder money.

To comply with the Law, we need to get evidence of your identity as soon as possible, our practice is to request your current photo card driving licence (correctly showing your current address), or your passport, together with an item of evidence to prove your address, such as a utility bill, council tax demand or bank statement of no less than 3 months old. If you are unable to come to one of our offices with this evidence then you must send us photocopies of the documents mentioned above duly certified by a UK lawyer, accountant, post master/sub post master, banker, teacher, minister of religion or doctor.

If you cannot provide us with the specific identification requested, please contact us as soon as possible to discuss other ways to verify your identity.

We may have to carry out other searches by external providers to confirm your identity in rare cases and if so the fee for these searches is £ 75 and will appear on your bill under expenses.

Confidentiality

We are professionally and legally obliged to keep your affairs confidential. However, solicitors may be required by statute to make 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.

Fees and cost - related Matters

- (a) Should Stephen & Richard Solicitors LLP have any financial relationship with a third party concerning introductions and referrals then this will be disclosed in our special terms and conditions and/or the letter accompanying these Terms of Business.
- (b) Any commission received by us from a third party over £20.00 must be paid to you unless Stephen & Richard Solicitors LLP have an agreement in writing with you to the contrary.
- (c) Any money received on your behalf will be held in our client account. Interest will be calculated and paid to you at the rate of NatWest Bank Plc basic deposit account. That of course may change. The period for which interest will be paid normally runs from the date(s) when funds are received by us until the date(s) on the cheque(s) issued to you. The payment of interest is subject to certain minimum amounts and periods of time set out in the Solicitors Accounts Rules 2011.
- (d) If we have not met with you then the Consumer Protection (Distance Selling) Regulations 2000 apply to your matter and we refer you to our special terms and conditions.
- (e) **Our Practice's policy is to only accept cash up to £750 and no more within a 28 day period except for immigration matters where this sum is increased to £2500.** 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.
- (f) You have the right to set upper limits on our fees.
- (g) Our Statement of Costs indicates our fees that are generally either fixed-fee quotes or estimates. Quotes give fixed figures for professional fees but estimates give the probable professional fees that are subject to variation as stated in the notes on the Statement of Costs.
- (h) If the circumstances or parameters of your instructions that formed the basis of our agreed fee change, we reserve the right to revisit our agreed fee and we will discuss with you at the time. We will inform you if any unforeseen extra work becomes necessary, for example, due to unexpected difficulties. We will inform you of the estimated costs of the extra work.
- (i) Should we inform you that our fees are based upon an hourly rate, then, these may change. They may be reviewed every 6 months and notice of any change will be served upon you.
- (j) We will want to send you a Statement of Current Professional Costs every 6 months, if your matter is still ongoing.

- (k) We also reserve the right to raise interim bills of costs for payment every 2 months. Any amendment to this reservation will be set out in either our letter enclosing the initial Statement of Costs or in the Statement of Costs itself.
- (l) Our agreed fee or invoices for expenses are payable when you are notified at the stage we have agreed, unless we have agreed some other structure with you. We reserve the right to charge interest on late payment of our agreed fee at the annual rate of 4% above the current base rate of NatWest Bank plc. We are unlikely to enforce interest charge if our agreed fee is paid within 14 days of you being notified by us. However, this does not apply to invoices for expenses which we have incurred on your behalf and for which we have not obtained payment in advance for you. If after you have been notified of our agreed fee or invoices for expenses which remain unpaid, we reserve the right to cease acting on your behalf and retain any papers and documents that we may hold on your behalf until our agreed fee and or invoices for expenses are paid in full.
- (m) Regardless of the eventual outcome of your matter or if you withdraw your case or instructions before completion, payment already made towards our agreed fee is non-refundable and payment made towards disbursements once incurred or paid, will not normally be refundable too.

Financial Services

Stephen & Richard Solicitors LLP is not authorised by the Financial Conduct Authority. If while we are acting for you, you need advice on investments, we may have to 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 (as amended).

Also, although we are not authorised by the Financial Conduct Authority, we are included on the register maintained by the Financial Conduct 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 regulated by the Solicitors Regulation Authority. The register can be accessed via the Financial Conduct Authority website at www.fsa.gov.uk/register/epfSearchForm.do. Our DPB (Designated Professional Body) reference number with Financial Conduct Authority is LS 564283.

The Solicitors Regulation Authority is the independent regulatory arm of the Law Society. The Legal Ombudsman is the independent complaints-handling arm of the Law Society. If you are unhappy with any investment advice or insurance advice you receive from us, you should raise your concerns with either of those bodies.

Complaints

Stephen & Richard Solicitors LLP is committed to provision of high quality legal advice and services and client care.

If you are unhappy about any aspect of the service you receive or about the bill, please contact our Complaints Handling Partner, Mr Richard Kong by either e-mail at richard.kong@srsolicitors.com or by post to our Birmingham office at 8th Floor, 1 Victoria Square, Birmingham B1 1BD. We have a procedure in place which details how we handle complaints which is available on request. We have eight weeks to consider your complaint. If we have not resolved it within this time you may complain to the Legal Ombudsman.

In the unlikely event that you are not satisfied with our handling of your complaint, you can ask the Legal Ombudsman (their address: PO Box 6806 Wolverhampton WV1 9WJ, website www.legalombudsman.org.uk, telephone 0300 555 0333) to consider the complaint.

From 1st February 2013, you will need to bring a complaint to the Legal Ombudsman within six months of receiving a final written response from us about the issue you wish to complain about and it happened on or after the 6th October 2010 or, if the issue happened before 6 October 2010, you only became aware of it on or after this date. In any event, the issue must have occurred in the last six years or the date of awareness must be within the last three years.

Special Terms and Conditions

(1) (a) If we have not met with you, then the Consumer Protection (Distance Selling) Regulations 2000 apply to your matter. This means you have the right to cancel your instructions to us within seven working days of receiving this letter. You can cancel your instructions by contacting us by post or by fax to this office.

(b) Once we have started work on your matter, you may be charged if you then cancel your instructions. If you would like us to commence work on your file within the next seven working days, please:

(i) sign the Acknowledgement of Terms form (or usually our Client Care Letter) and

(ii) return it to our office by post or fax; our office being the one that sent you the letter enclosing these Terms of Business.

(2) We have considered alternative funding arrangements and our comments are as follows:-

We are unable to be certain whether your matter is one that legal aid would cover but we advise you to seek independent advice as to whether you may be eligible for legal aid. You may be entitled to legal aid if your matter is one that concerns asylum claim. You have instructed us on privately funded basis knowing that you may be entitled to legal aid assistance elsewhere.

- (3) We have also considered whether your costs might be covered by insurers or a third party and our comments are as follows:-

We have not been able to advise you on this and would advise you to seek independent advice as to whether your costs might be covered by insurers or a third party.

- (4) We advise you that the cost-benefit risk analysis of you pursuing this matter is as follows:-

If the matter did not achieve the outcome you desire, all fee and expenses you have incurred will not be refundable to you and you will have to incur further costs to pursue the matter if you wish in other way that may be available to you.

- (5) In all asylum, immigration and visa matters, you should also be aware of the following:

(a) that you should not make any non urgent travel arrangements while your visa (whether entry clearance, leave to enter or leave to remain) application, whether in-country (in the UK) or out-country (outside the UK), has not been decided by the UK Immigration authorities namely, the Home Office / UK Visas and Immigration / British Embassy / British High Commission / British Consulate General;

(b) that leaving the UK whilst an in-country leave to remain application is pending consideration by the Home Office / UK Visas and Immigration or, an appeal pending determination by a tribunal, will normally result in the application / appeal being withdrawn automatically by operation of law;

(c) that your case, whether asylum claim, further submissions, visa / leave to enter / leave to remain application, appeal or judicial review application, is subject to possible delays by factors beyond our control;

(d) that having a pending in-country leave to remain application / asylum claim / further submissions submitted whilst entering the UK without any leave, or out of time for more than 28 days of expiry of leave may not remove the applicant's liability for detention by the Immigration authorities;

(e) that an applicant without any leave may be subjected to reporting conditions even though his application / further submissions are pending consideration by the Immigration authorities;

(f) that unless we specifically advise you otherwise in writing you should assume, in the case of in-country leave to remain application, that you may not work in the UK paid or unpaid whilst the application is pending until you are granted leave to remain that allows work, or unless your application is made in time and your existing leave gives you the right to work;

(g) that sub-clauses (a) to (f) above apply even if you are appealing an immigration decision to a tribunal against refusal of your leave to remain application / asylum claim;

(h) that in general an overstayer or illegal entrant having his or her in-country leave to remain application refused may not have an in-country right of appeal or such right may be limited;

(i) that in general an entry clearance application made under the Points Based System gives no right of appeal to a tribunal;

(j) where the applicant has previously breached the UK's immigration laws (and was 18 or over at the time of his most recent breach) by:

(a) Overstaying;

(b) breaching a condition attached to his leave;

(c) being an Illegal Entrant;

(d) using Deception in an application for entry clearance, leave to enter or remain, or in order to obtain documents from the Immigration authorities or a third party required in support of the application (whether successful or not), his entry clearance or leave to enter application is to be refused unless he:

(i) Overstayed for 90 days or less and left the UK voluntarily, not at the expense (directly or indirectly) of the UK Government;

(ii) used Deception in an application for entry clearance more than 10 years ago;

(iii) left the UK voluntarily, not at the expense (directly or indirectly) of the UK Government, more than 12 months ago;

(iv) left the UK voluntarily, at the expense (directly or indirectly) of the UK Government, more than 2 years ago; and the date the person left the UK was no more than 6 months after the date on which the person was given notice of liability for removal, or no more than 6 months after the date on which the person no longer had a pending appeal or administrative review; whichever is the later;

(v) left the UK voluntarily, at the expense (directly or indirectly) of the UK Government, more than 5 years ago;

(vi) was removed or deported from the UK more than 10 years ago or;

(vii) left or was removed from the UK as a condition of a caution issued in accordance with section 22 of the Criminal Justice Act 2003 more than 5 years ago.