

**TAYLOR ROSE TTKW LIMITED – CONNELLS HOME CONVEYANCING
TERMS OF BUSINESS**

INTRODUCTION

A copy of these Terms of Business is made available to all new clients upon receipt of instructions.

These Terms tell you about:

- the Money Laundering Regulations and the documentary proof of identity which will be separately requested of you, before acting upon your instructions;
- the costs that you will be charged together with the fixed hourly rates for the fee earners who will be dealing with your matter;
- the other terms of business relating to costs;
- our Client Care Code, which sets out our complaints handling mechanism.

CONTENTS

1. Our Contract
2. Defined terms
3. Our Authority and Services
4. Your Responsibilities
5. Client Care Code (including Complaints Procedure)
6. Hours of Business
7. Fees, Expenses and Client Money
8. Our Invoices
9. ID Checks
10. Conflict of Interest
11. Information and Confidentiality
12. Custody, Retention and Transfer of Documents
13. Intellectual Property Rights
14. Joint Instruction
15. Provisions Relating to Conveyancing Matters/Green Deal Scheme
16. Insurance
17. Liability
18. Proportionate Liability
19. Exclusion of Liability – General
20. Exclusion of Liability for Loss of Profit
21. Financial Limit of Liability
22. Non-Excluded Liabilities
23. Quality Standards
24. Termination
25. General
26. Disclaimers
27. Data Protection
28. Law and Jurisdiction
29. Regulations Affecting Your Cancellation Rights

1. OUR CONTRACT

1.1 Extent

These Terms of Business issued by Taylor Rose TTKW Limited, as supplemented and/or amended by any relevant Engagement Letter, apply to each Matter we work on for you.

1.2 Variation

No variation of these Terms shall be effective, unless it is set out in the Engagement Letter or it is in writing and is signed by a Director.

2. DEFINED TERMS

In these Terms of Business:

"the Company"	means Taylor Rose TTKW Limited and any successor practice and any service company owned or controlled by or on behalf of the Company or any of the Directors;
"Associated Entities"	means (where you are a body corporate) your shareholders, directors (as individuals not acting together as the Board), officers and employees, subsidiaries, parent companies, and subsidiaries of parent companies, and (where you are a trade association) your individual members;
"Credit Period"	means the period of 30 days from the date of our invoice for our fees and/or expenses;
"Director"	means a Director of the Company;
"Documents"	means Documents Held For You, Our Documents and Your Documents;
"Documents Held For You"	means documents we create or receive on your behalf (including communications from or with third parties, notes of conversations and meetings, draft and final documents, and instructions to and opinions of barristers);
"Engagement Letter"	means, in relation to any Matter, the letter (or other agreement) recording the basis of our engagement;
"Force Majeure"	means any circumstance beyond the reasonable control of the party affected by it and includes telecommunications failure, power supply failure, terrorism, fuel strikes, severe weather, computer breakdown, failure of suppliers to meet delivery requirements, industrial disputes and absence of personnel due to illness or injury;
"Internally Provided Services"	means ancillary services (including, but not limited to photocopying, document scanning and catering) supplied by us for which you will be liable to pay;
"Matter"	means any specific transaction, dispute or issue in relation to which you ask us to provide Services whether or not it has been defined in an Engagement Letter or other agreement;
"Our Documents"	means documents (other than Documents Held for You) which we create or receive for our benefit (including copies of our letters to you, your letters to us, notes of telephone

"Services"	conversations and meetings with you for which we have not charged you, and our preliminary drafts, research materials and internal notes);
"we", "us" and "our"	means all services we provide to you in relation to the relevant Matter;
"you"	means or refers to the Company;
"Your Documents"	includes the addressee of the relevant Engagement Letter and any other person identified in the Engagement Letter as our client and "Your" shall have a cognate meaning; and means documents which you give or lend to us to enable us to provide Services.

3. OUR AUTHORITY AND SERVICES

3.1 Our Authority

You give us full authority to act for you to the fullest extent necessary or desirable to provide the Services. In particular, we may engage barristers and other third parties and otherwise incur on your behalf reasonable expenses of a type which it is necessary or desirable to incur in relation to the Services in question.

If we so require, you will contract directly with any third party so engaged by us and assume direct responsibility to them for the payment of their fees and expenses.

3.2 Our Services

The Director at the Company named in any Engagement Letter will be the Director primarily responsible for the provision of our Services. That Director has complete discretion to deploy such of our lawyers, trainee lawyers, paralegals or other staff as he/she deems necessary or desirable to ensure appropriate delivery of the Services.

We only advise on the Law of England and Wales. If you require advice on the law of other jurisdictions, we will, with your agreement, instruct lawyers practising in that jurisdiction to give such advice, on the same basis as we engage other third parties on your behalf.

4. YOUR RESPONSIBILITIES

In addition to any responsibilities set out in the Engagement Letter which has been sent to you, you will or will make reasonable endeavours to:

- provide us with timely and adequate instructions, information and materials to allow us to perform the Services for you;
- notify us promptly of any changes or additions to instructions, information and materials previously provided by you or on your behalf;
- safeguard any documents and/or materials which are likely to be required in performing the Services for you;
- provide us access to all documentation pertinent to your Matter as reasonably requested by us;
- ensure that all information provided to us is complete in all material respects and not misleading;
- not deliberately mislead us;
- co-operate with us;
- attend any appointment, court hearing, medical or other examination which we reasonably request you to attend; and
- make payment for disbursements and expenses promptly and when required.

5. CLIENT CARE CODE

5.1 Code

We want you to be happy with every aspect of our Service. We therefore operate a Client Care Code, the principles of which are:

- We are committed wholeheartedly to the professional standards laid down by the Solicitors Regulation Authority.
- You will be told clearly at the outset the issues and how we advise they be dealt with, and the immediate steps we will take on your behalf.
- You will be notified of the name of the person or persons who is or who are dealing on a day to day basis with your Matter and the name of the supervising Director.
- You will be told the name of the new fee earner if the Matter is transferred from one fee earner to another.

5.2 Complaints Procedure

We cannot guarantee that the fee earner or supervising Director will be available on demand, but we will do our best to get back to you promptly.

You will be informed of the progress of your matter by telephone or in writing and the reason for any serious delay. We will update you on the likely timescales for each stage of your Matter and any important changes in those time estimates.

If you do not understand anything, please always ask. We will explain any important document in plain language; if you still are unclear as to the position, please say so.

Never be afraid to ask for an appointment to discuss your case. Since time is money, do not be afraid to bring a written list of questions and note the answers. This can also be helpful when telephoning so you do not forget any point.

There may be certain preparatory tasks that you ought to consider carrying out yourself to save costs. An example is putting the papers in order and flagging material items. That is helpful to us, and lowers your bill by saving the time we would otherwise spend.

At the end you will be sent a bill and a letter confirming the Matter has been completed and, where necessary, summarizing any continuing consequences.

If in doubt, ask. If you are still unclear or disagree, you can ask for confirmation by letter and you can then write with your comments for our review.

The Company's policy is not to accept cash from clients for sums greater than £500.00. 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.

We cannot accept funds from business accounts (unless we act on behalf of the business).

It is important to us that we provide services of the highest quality to all of our clients. We shall ensure that any complaints identified are dealt with in accordance with this procedure.

All complaints will be dealt with sympathetically and promptly to ensure you receive a high standard of service and client care in the delivery of our services.

Where a client wishes to make a formal complaint, we have a strict procedure and timescales we adhere to. Clients should notify us of a complaint in writing addressed to our Client Care Coordinator Claudine Booker in the first instance. In Claudine's absence, clients shall be referred to Adrian Jaggard, who is the supervising Director.

We will acknowledge a complaint within seven days. An impartial investigation will then be carried out.

A full response will be given to you within 28 days unless the complaint is complex and requires more time. In that case, you will be notified and given an alternative period of time in which we will respond. It will not exceed eight weeks.

We will reply to complaints in writing and provide our views regarding the complaint and how we propose to resolve it.

If you remain dissatisfied with the outcome or the way your complaint has been handled, you may write to Adrian Jaggard (Director). Adrian Jaggard will endeavour to respond to you and suggest any alternative proposals to resolve the complaint, usually within 28 days of the complaint being referred to him.

If still unresolved at that stage, you have the option of taking your complaint to the Legal Ombudsman (this option does not apply to most businesses – unless the business is within the definition of a micro enterprise, charities or clubs with annual income exceeding £1m, or trustees or a trust with assets worth more than £1m). You must bring your complaint to the Legal Ombudsman within six months of receiving a final written response from us about your complaint and within six years from the date of the act or omission giving rise to the

complaint (or if outside of this period, within three years of when you should reasonably have been aware of it).

The Legal Ombudsman may:

- Investigate the quality of professional service supplied by a solicitor to a client.
- Investigate allegations that a solicitor has breached rules of professional conduct.
- Investigate allegations that a solicitor has unreasonably refused to supply a professional service to a prospective client.
- Investigate allegations that a solicitor has persistently or unreasonably offered a professional service that the client does not want.

The contact details of the Legal Ombudsman are:

P. O. Box 6806, Wolverhampton WV1 9WJ

Telephone: 0300 555 0333

Email: enquiries@legalombudsman.org.uk

Website: www.legalombudsman.org.uk

Alternative complaints bodies Ombudsman Services, ProMediate and Small Claims Mediation exist which are competent to deal with complaints about legal services should both of us wish to use such a scheme.

We do not agree to use those complaints bodies, but we may reconsider if you wish to do so.

You have the right to object to your bill by making a complaint to the appropriate body and/or by applying to the Court for an assessment of the bill under Part III of the Solicitors Act 1974.

The Company is not obliged to comply with this Complaints Procedure in relation to any dispute in which we seek:

- An order or award (whether interim or final) restraining the complainant from doing any act or compelling the complainant to do any act.
- A judgment or award for a liquidated sum where there is no arguable defence.

The following procedure will be used when a complaint is received about one of our lender clients by one of their clients.

- Any complaint whether made verbally or in writing, whether to the case handler, colleague or reception, will immediately be brought to the attention of Claudine Booker (Client Care Coordinator) in the first instance.
- A complaints form will be completed and sent together with a copy of the client's complaint letter to the lender client within 24 hours of the complaint being received by the Company.
- The lender client will investigate the complaint and advise the Company on the appropriate response. If the client is dissatisfied with the response, the lender client will deal with the ongoing complaint and will keep the Company informed of the outcome.

6. **HOURS OF BUSINESS**

London: 9.00 am to 6.00 pm Monday to Friday

Northampton: 9.00 am – 5.30 pm Monday to Friday. A telephone enquiry service is available from 9.30am – 4.30 pm Saturday and 10am to 3.30am Sunday.

Peterborough: Office hours 9.00 am to 5.00 pm Monday to Friday. Reception is open to accept documents, payments and carry out ID checks 8.00 am to 7.00 pm Monday to Friday and 11.00 am to 2.00 pm Saturday. A telephone enquiry service is available from 9.30am – 4.30 pm Saturday and 10am to 3.30am Sunday.

All other offices: 9.00 am to 5.00 pm Monday to Friday

7. **FEES, EXPENSES AND CLIENT MONEY**

7.1 **General**

Unless otherwise agreed in the Engagement Letter, our fees will be calculated principally by reference to the time spent by us in providing the Services at the hourly rates applicable to the relevant staff.

We may, in accordance with professional guidelines, also charge a premium (where reasonable to do so) to take account of the nature, responsibility, complexity, value and urgency of the Services and other criteria specified in those guidelines. The premium is likely to take the form of a mark-up on the hourly rates.

The hourly rates of each of our Directors, partners, solicitors, trainee solicitors, case handlers, paralegals and other staff are reviewed from time to time and we will inform you of any variation in these rates applicable to your Matter and the date upon which they take effect.

Whilst you may be insured in relation to such expenses, you will have primary responsibility for paying the expenses we incur in the course of providing the Services (including travel and subsistence expenses, search and filing fees, court fees and barristers', foreign lawyers' and other third parties' fees and expenses); we have no obligation to pay for such expenses unless you have provided us with the funds for that purpose.

You will also be liable to pay for Internally Provided Services at our prevailing rates. References to "expenses" in these Terms of Business include Internally Provided Services.

VAT will be charged at the appropriate rate on all fees and expenses. VAT is currently at the rate of 20%, except in relation to work carried out prior to 4 January 2011.

7.2 Limited Companies

When agreeing to act or during acting on behalf of a limited company, we may require a director and/or controlling shareholder to sign a form of personal guarantee for our fees and expenses. If such request is refused, we will be entitled to refuse to act or to stop acting and require immediate payment of any fees on a time spent basis and expenses as set herein.

7.3 Payments on Account

We may require you to make a payment to us on account of our fees and expenses at any time and on more than one occasion. Money paid on account which is not subsequently required for fees and expenses will be returned promptly.

We are not obliged to credit payments on account against interim invoices but may do so if you fail to make prompt payment.

7.4 Quotations and Estimates

Based on the information you have given to us, we will provide you with a written illustration of anticipated legal fees and third party expenses. The provision of figures (orally or in writing) from time to time for the likely cost of a piece of work is an estimate only and does not constitute a contract to carry out the work at that cost.

Under Connells Home Conveyancing, the legal fees are offered on a "no sale, no legal fee" basis. When contracts are exchanged for the sale or purchase of your property, the legal fees will then become due.

Our fee illustration assumes that the Conveyancing required will be for a normal residential property. If it transpires that additional legal services are requested or required, additional legal fees will be payable, as set out in Clause 7.5 below. Unless stated in writing to the contrary, any quotation or estimate does not include any expenses or VAT.

- In addition (and in relation to a conveyancing Matter) when the fee illustration provided includes a Land Registry registration fee, the fee contained in the illustration is given on the basis that we can submit your registration application electronically. In the event that we are not able to submit the application electronically due to Land Registry constraints, further fees may be payable by you in accordance with the Land Registry's fee scales as follows:

Value of Property:	Fee Chargeable:
£0 - £80,000	£40.00
£80,001 - £100,000	£80.00
£100,001 - £200,000	£190.00
£200,001 - £500,000	£270.00
£500,001 - £1,000,000	£540.00
£1,000,001 and over	£910.00

7.5 Additional Legal Fees for Conveyancing Matters

Occasionally you may request or require additional legal work which falls outside scope of the legal fee illustration provided to you. If you request or

require additional services, we can provide fixed, transparent pricing for these. You will be provided with a Menu of Optional Additional Services document with the Engagement Letter.

7.6 Custody of Client Money and Interest

As part of carrying out instructions we may need to hold client money in our client account. We cannot carry out a banking service for clients and will only hold monies specifically related to the Matter concerned.

We are required to have in place an interest policy. We have an obligation to account to clients for interest when it is fair and reasonable to do so, using a fair and reasonable structure to calculate such interest.

Holding client funds is incidental to the carrying out of legal instructions. The bank account in which we hold client money (general client account) must enable funds to be immediately available. As a result, the interest accrued is likely to be lower than could be achieved were the funds held elsewhere for the period.

In the ordinary course when we act for you we will hold any money of yours in our general client account on your behalf. When we pay out funds or on completion of the matter, we pay you interest on the sums we have been holding except:

- if in accordance with your instructions or any agreement you have entered into or undertaking we have given on your instructions, the interest has been paid to a third party; or
- if the interest is less than £20.00.

Interest is calculated at the following rates on funds held in our general client account and is paid to clients gross:

- sums held up to £50,000.00 – interest paid at 3% below Bank of England base rate;
- sums held from £50,000.01 to £249,999.99 – interest paid at 2.25% below Bank of England base rate;

- sums held from £250,000.00 to £999,999.99 – interest paid at 2% below Bank of England base rate; and
- sums held of £1,000,000.00 and above – interest paid at 1.85% below Bank of England base rate.

When the Bank of England base rate is so low that those calculations would give negative percentages, we calculate interest at a rate of 0.10%.

We can arrange for funds to be placed in a higher earning separate designated deposit account if the transaction meets certain criteria. In that event we would account to you for the full amount of interest received from the bank.

The criteria for these purposes are that we would hold a high value sum of £1,000,000 or more (or the equivalent at the time you pay it to us in foreign currency) for two weeks or more. However, we are prepared to discuss those parameters with you. Clearly, the important factor is the impact on the interest you will receive, and the higher the sum the shorter the period that will be relevant.

If you would prefer to contract out of the policy to apply interest to any Matter, that can be done in the form of a written agreement.

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. We currently hold our client account funds in Barclays Bank. The £85,000 FSCS limit will apply to each individual client so if you hold other personal monies yourself in the same bank as our client account, the limit remains £85,000 in total, so it may be advisable to check with your own bank as some banks now trade under different trading names. However, with effect from 3 July 2015, the FSCS will provide a £1 million protection limit for temporary high balances held with a bank, building society or credit union if it fails. Further details relating to what constitutes a temporary high balance and the rules relating to the protection can be found at www.fscs.org.uk. In the event of a bank failure you agree to us disclosing details to the FSCS.

Any interest recovered from your opponent in litigation matters on our costs and disbursements shall belong to this company less any interest paid on disbursements held by us for and on behalf of you or the person or persons to whom the disbursements are ultimately paid.

7.7 Commissions

If we receive a commission from a third party arising from work we are doing for you, we will credit you with the commission unless you have agreed otherwise or the amount is less than twenty pounds (£20) excluding VAT.

8. OUR INVOICES

8.1 Frequency of Invoices

Unless otherwise agreed in the Engagement Letter, we will be entitled to invoice you in respect of our fees on completion of each Matter. At the end of our financial year we shall be entitled to bring up to date our invoicing in respect of all your then unbilled work.

8.2 Payment Terms

You will pay our invoices within the Credit Period in the currency in which they are expressed, without any deduction, set off or counterclaim. We may charge interest on sums outstanding from the end of the Credit Period until the date of payment. The rate we will apply is the same rate as that which applies from time to time to judgment debts under the Judgments Act 1838, which is currently 8% per annum.

8.3 Suspension of Services

If you do not pay any invoice by the end of the Credit Period, or a sum on account within seven days (or such longer period as we may specify) of our demand, or sums outstanding exceed a credit limit set by us, we may suspend or terminate the provision of all or any Services (and instruct any third parties engaged by us to suspend the provision of their services) and may invoice you for all accrued fees and expenses.

8.4 Third Party Payments

In some circumstances, you may have a right of recovery or indemnity against a third party in respect of all or part of our invoices, but we are not permitted to issue a VAT invoice to any person other than you in any circumstances, and you remain liable to us to pay our invoices notwithstanding such a right.

8.5 Right to Retain Money, Documents and Property

As a contractual right, in addition to any right to retain money, Documents and property available to us under the general law (lien), we have the right to retain your money, Documents and property (whether held in relation to the Services for which payment has not been made or any other Services) until you have paid us in full.

9. ID CHECKS

9.1 Money Laundering Regulations/The Proceeds of Crime Act 2002

We are required to comply with the Money Laundering Regulations and in particular to verify the identity and permanent address of all new Clients. That is consistent with the policy adopted worldwide by financial and government authorities to prevent the use of laundering systems to disguise the proceeds of crime.

If you are a new client or an existing client who has not previously supplied information, and where simplified due diligence does not otherwise apply, you will be asked to supply as a minimum one item from List A and one item from List B:

LIST A – Proof of Identity:

1. Current fully signed Passport.
2. UK Photo card Driving Licence.

LIST B – Address Verification:

1. A bill for the supply of electricity, gas, water or telephone services (provided it is fewer than three months old). Mobile phone bills are not acceptable.
2. Television Licence renewal notice.
3. Council Tax bill (provided it is fewer than three months old).

4. Recent Tax Coding Notice.
5. Recent Mortgage Statement.
6. Credit Card/Bank Statement (provided it is fewer than three months old) showing current address.

Your introducing estate agent will assist you in providing certified copies of these items to us, and if these are not sufficient, or we have further queries, we will let you know.

We may request additional identification from you if the nature of your Matter requires this and you will agree to provide this to us if it is requested by us.

Under the provisions of the Proceeds of Crime Act 2002 ("POCA"), we may be required to make a report to the relevant authorities if at any time we become aware of or suspect (whether from you or any other person) the existence of the proceeds of crime in relation to any Services on which we are engaged. Our obligation to make such a report will, in certain circumstances, override our duty of solicitor/client confidentiality and we may not be permitted to inform you whether or not we have made, or might intend to make, such a report.

We may terminate the provision of any Services to you, or be instructed to do so by the relevant authorities, if you fail to comply with your obligation to provide evidence of identity or we suspect that you or any other party connected with you or with the Matter is involved in activities proscribed by POCA.

10. **CONFLICT OF INTEREST**

10.1 **Definition**

'Conflict of Interest' means any situation where:

- we owe (or, if we accepted your instructions, would owe) separate duties to act in the best interests of two or more clients in relation to the same or a related Matter and those duties conflict, or there is a significant risk that those duties may conflict; or
- our duty to act in your best interests in relation to a Matter conflicts, or there is a significant risk that it may conflict, with our own interests in relation to that or a related Matter; or

- we have confidential information in relation to a client or former client, and you wish to instruct us on a Matter where that information might reasonably be expected to be material and you have an interest adverse to our other client or former client, and for the purposes of this paragraph "you" does not include Associated Entities.

10.2 **Similar Activities**

Subject to paragraph 10.3, we may act for parties engaged in activities similar to or competitive with yours.

10.3 **Third Parties**

Subject to paragraph 10.5, once we have agreed to act for you in relation to a Matter, we will not act for a third party in relation to the same Matter if there is a Conflict of Interest between that third party's interests and your interests.

10.4 **Instructions Creating a Conflict of Interest**

We may decline to act for you where accepting your instructions would create a Conflict of Interest or cause us to break an existing agreement with a third party.

10.5 **Consent**

Where our professional rules allow, and subject to satisfying the requirements of those rules (for example by implementing an information barrier), we may act for you and another client where a Conflict of Interest would otherwise exist, provided that we have the consent of both parties. We do not require your consent to act against an Associated Entity.

10.6 **Cessation of Services**

If, whether through a change in circumstances or otherwise, we find that we have agreed to provide Services to you in circumstances which give, or could give, rise to a Conflict of Interest we will discuss with you how to deal with the conflict and may, except as provided in paragraph 10.5, be obliged to stop providing Services to you and/or to all other clients affected by the Conflict of Interest.

11. INFORMATION AND CONFIDENTIALITY

11.1 Information About You

We may use the information which you provide, or which we obtain through our dealings with you, for the provision of Services and may give it on a confidential basis to our Directors, employees and agents. We may use it to administer your account with us, including tracing and collecting any debts.

We may also use it to ensure the safety and security of our premises (where we may also use CCTV); for fraud prevention purposes (including verification checks for our money laundering obligations); to assess client satisfaction (such as by asking you to participate in surveys); and to help improve our services generally.

We may also use it to contact you by letter, telephone, e-mail or otherwise about our services and about events such as seminars and conferences and to send you briefings and similar material. By signing and returning a copy of any Engagement Letter (where asked to do so) you are agreeing that we may use your contact details and information as set out above. If you do not wish to be contacted, please tick the box provided before returning the copy of the Engagement Letter.

Sometimes we ask other companies or people to do typing/photocopying/other administration duties on our files to ensure that task is done promptly. On occasion, we may use the services of companies or people outside the EEA. 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.

11.2 Information About Your Matter

We may provide updates about your matter to other interested parties, for instance: in property transactions to estate agents, developers, mortgage brokers, lenders, solicitors acting on the other side and management companies; in litigation matters, to insurers, brokers and Solicitors acting on the other side. If you have any concerns regarding the updates or information being provided relating to your matter then please make us aware immediately.

11.3 Our Duty of Confidentiality

We will treat any information which is confidential to you and which we obtain as a result of acting for you as strictly confidential, save:

- for the purpose of acting for you; or
- for disclosures to our auditors or other advisers or for the purposes of our professional indemnity insurance; or
- as otherwise required by law or other regulatory authority to which we are subject.

We may refer publicly to your name as a client of ours, provided we do not disclose any information which is confidential to you.

We shall be under no duty to disclose to you (or take into account in the course of providing the Services) any information acquired by us in acting for any other client or any information in respect of which we owe a duty of confidentiality to a third party.

11.4 Your Duty of Confidentiality

Our advice and other communications with you are confidential and may not, without our consent, be disclosed by you to any third party (other than to your employees and agents who require access and who do not disclose it further) or otherwise made public except as required by law or other regulatory authority to which you are subject.

If, as a result of our acting for you, you acquire any information in respect of which we notify you that we owe a duty of confidentiality to a third party you will keep it confidential and not use it without our consent.

12. CUSTODY, RETENTION AND TRANSFER OF DOCUMENTS

We will, at your request, either during the provision or after completion of any Services, release to you or to your order Your Documents and Documents Held For You, provided that we are not at the time exercising our right to retain documents pending payment of outstanding fees and expenses or are prevented by any court order, undertaking or other legal constraint from doing so. We may copy all of

Your Documents and Documents Held For You before releasing them.

We may at any time scan, microfilm, or otherwise make electronic copies or images of any Documents (other than Documents held in safe custody), destroy the originals and thereafter hold the Documents only in such copy or image form. Unless expressly agreed otherwise in writing we will keep all Documents whether in original, copy or imaged form for a minimum of six years, after which we may destroy them and any copies or images of them.

We may agree to store title deeds, wills and other especially valuable Documents in safe custody for you if you require and, if we do, we will not, without your consent, destroy any such documents.

We do not accept responsibility for the loss or damage of any item which we hold on your behalf unless we expressly agree in writing to the contrary.

After completing the work, we will be entitled to keep all your papers and Documents whilst 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 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 such retrieval. However we may charge you both for time spent producing stored papers that are requested as well as reading correspondence or other work necessary to comply with your instructions in relation to the retrieved papers.

13. INTELLECTUAL PROPERTY RIGHTS

13.1 Copyright

We retain copyright and all other intellectual property rights in all documents and other works we develop or generate for you in providing the Services (including know-how and working materials as well as final documents). We now grant you a non-exclusive, non-transferable, non-sublicensable licence to use such documents or

other works solely for the Matter to which the Services of developing or generating them relate and not otherwise. If you do not pay us in full for our Services in relation to that Matter in accordance with paragraph 8.2 we may, on giving you notice, revoke that licence and only re-grant it to you once full payment has been made.

13.2 Opinions from Barristers and other Third Parties

We may retain, for our subsequent use, a copy of the advice or opinion of any barrister or other third party given in written form (or any note of any advice or opinion) obtained in the course of providing the Services. Any barrister or other third party will be instructed on the basis that any such advice or opinion will be so retained.

If we retain a copy of any advice or opinion in this manner we will take all reasonable steps to conceal information (such as names, addresses or descriptions) which might reasonably enable you to be identified.

14. JOINT INSTRUCTIONS

Where we agree to work on a Matter for more than one client jointly, the rights and obligations of the joint clients to us in relation to the Services will be several (save for obligations to pay money to us, which will be joint and several).

Each joint client irrevocably permits us to disclose to any other of the joint clients at any time any information which we would otherwise be prohibited from so disclosing by virtue of our duty of confidentiality. If any joint client ends this permission during the provision of the relevant Services, or if a Conflict of Interest otherwise arises between joint clients, we may suspend or terminate the provision of Services related to that Matter to one or more of the joint clients.

If any joint client asks us to transfer documents we will deliver Your Documents to, or to the order of, the joint client who delivered them to us. We will retain any Documents Held For You and will supply copies to each joint client, making the originals available at one of our offices for inspection by any joint client on reasonable prior written notice.

15. **PROVISIONS RELATING TO CONVEYANCING MATTERS**

15.1 **Green Deal Scheme**

The Green Deal Scheme is a Government-driven initiative to allow for a loan to be provided on a property for the improvement of its energy efficiency. The loan is repayable on a monthly basis, in conjunction with the power bills on the property. The loan will run with the property unless it is repaid on the sale or transfer of the property.

The seller(s) of the property are required, by law, to disclose the existence of any Green Deal loan on the property they are selling, or they may become liable for repaying the outstanding debt, even after they have sold the property. The Estate Agent/Seller must disclose the existence of a Green Deal loan agreement prior to a sale being agreed. If the property is being sold at auction, the existence of a Green Deal loan agreement should be disclosed before the winning bid is made.

The purchaser on a normal sale should be given an EPC showing the Green Deal improvement or an EPC and a disclosure document showing details of the work carried out under the Green Deal Scheme. This disclosure document will be provided by the energy provider on completion of the work as well as details of the repayment amount, the unexpired term of the loan and details of the loan provider.

Disclosure of the Green Deal loan must be made at least 7 days prior to exchange of contracts and the Transfer Deed must contain the Purchaser's acknowledgement that they have received notice that the property is a Green Deal property.

Whilst there are no charges, restrictions, notices or cautions registered when a property is a Green Deal property, the mortgage lender must be notified of the existence of the Green Deal loan because the borrower / new property owner is taking on another loan which runs with the property.

If this applies to you, the client care letter sent to you with this Terms of Business or referring you to this Terms of Business will have confirmed further instructions.

Please note that we offer no guarantees/warranties in relation to the extent and nature of any works

undertaken under the Green Deal Scheme. It is your responsibility to ensure that you have satisfied yourself as to the extent, nature and repayment provision of any such works undertaken in accordance with the Green Deal Scheme.

We would recommend that all Green Deal loans be repaid by the seller on completion of the property transaction, as the value of the property will undoubtedly have already taken into account the work undertaken under the Green Deal loan.

15.2 **Mortgage Fraud Safeguards**

Where we act for the Buyer and Lender, we will comply with the Lender's requirements that we fully disclose to them relevant facts which may affect the Lender's decision to provide the mortgage.

16. **INSURANCE**

We have a legal duty to tell you about our professional indemnity insurance. We have an obligation to carry such insurance and the Company maintains professional indemnity insurance in accordance with SRA requirements. The insurance is provided by Howden UK Group Limited, 71 Fenchurch Street, London EC3M 4BS under certificate number P15A298639P, covering our practice in England & Wales. Please note that if the Company has to make a notification under the terms of its professional indemnity policy, information about you and your file may be seen by our insurers.

17. **LIABILITY**

17.1 **Duty of Care**

We will use reasonable skill and care in the provision of the Services. Where we make an assessment for you, either expressly or by implication, of the likely level of risk associated with different potential courses of action, you accept that such assessment is made relying only upon the information and documents then available to us and cannot, therefore, be definitive.

Accordingly, such an assessment should only be used as one element in the making of any practical or commercial decision. You accept that the

magnitude or acceptability of a risk is a matter for you.

17.2 Third Parties

The Services are provided to and for the benefit of you as our client and you alone. No other person may use or rely upon the Services nor derive any rights or benefits from them. The provisions of the Contracts (Rights of Third Parties) Act 1999 are to that extent excluded.

The Company alone will provide the Services and you agree that you will not bring any claim whether in contract, tort, under statute or otherwise against any Director, or any consultant to, or employee or agent of the Company or any service company owned or controlled by or on behalf of any of the Directors and those Directors, consultants, employees and agents shall be entitled to rely on the terms of this agreement insofar as they limit their liability.

17.3 Drafts

Where we provide draft or provisional advice or other materials, that advice or those materials are not to be relied upon as constituting our final view.

17.4 Current Law

The Services are provided in accordance with professional practice requirements and the proper interpretation of the law, as each exists on the date on which the relevant Service is provided. If there is any change in such requirements or the law, or their interpretation, after the relevant Matter has been concluded (or before that time but which could not reasonably be known by us at that time), we have no responsibility to notify you of, or of the consequences of, the change.

17.5 Communication

We shall communicate with you at the postal and email addresses and the telephone and fax numbers which you provide us with unless you ask us to use other addresses and numbers. You will notify us if you regard any particular type(s) of communications from us as confidential and the means by which you require us to make such communications and we shall have no liability to you arising out of your failure so to notify us.

Subject to any notification you may make to us under the previous paragraph, we shall not be required to encrypt, password-protect or digitally sign any email, or attachment, sent by us. We shall not be responsible for any loss or damage arising from the unauthorized interception, re-direction, copying or reading of e-mails, including any attachments. We shall not be responsible for the effect on any hardware or software (or any loss or damage arising from any such effect) of any e-mails or attachment which may be transmitted by us (save to the extent caused by our negligence or wilful default).

17.6 Deadlines

We will try to meet any deadline we agree with you for the performance of any Services but, unless we agree otherwise in writing in relation to any time, date or period for delivery or performance by us, time shall not be of the essence.

18. PROPORTIONATE LIABILITY

If you accept or have accepted any express exclusion and/or limitation of liability from any of your other professional advisers, our total liability to you arising out of the Services will not exceed the net aggregate of the amount for which we would otherwise have been liable after deducting any amount which we would have been entitled to recover from such adviser as a matter of law whether pursuant to statute or otherwise, but are prevented from doing so as a result of any such exclusion and/or limitation of liability.

19. EXCLUSION OF LIABILITY - GENERAL

We shall not be liable for:

- any loss, damage, cost or expense arising from any breach by you of your agreement with us or any act or omission of any other person; or
- any advice or document subject to the laws of a jurisdiction outside England and Wales; or
- any advice or opinion given to you by any third party (whether or not nominated or recommended by us).

20. EXCLUSION OF LIABILITY FOR LOSS OF PROFIT

We shall not be liable for any indirect loss or damage or any loss of profit, income, production or accruals arising in any circumstances whatsoever, whether in contract, tort, under statute or otherwise, and howsoever caused (including but not limited to our negligence or non-performance).

21. FINANCIAL LIMIT OF LIABILITY

The aggregate liability of the Company and of all Directors, consultants to and employees and agents of the Company and any service company owned or controlled by or on behalf of any of the Company or the Directors in any circumstances whatsoever, whether in contract, tort, under statute or otherwise, and howsoever caused (including but not limited to our negligence or non-performance), for loss or damage arising from or in connection with the Services provided shall, in relation to each Matter, unless otherwise agreed, be limited to the sum of ten million pounds (£10,000,000).

22. NON-EXCLUDED LIABILITIES

Nothing in this agreement exempts us from liability arising from our fraud or reckless disregard of our professional obligations; or from our negligence resulting in death or personal injury; or where, in the case of a contentious business agreement, law or regulation prohibits the exclusion of such liability.

23. QUALITY STANDARDS

Our own internal quality standards and our quality accreditations from Lexcel and CQS mean that we are subject to periodic checks by outside assessors. That could mean that your file may be selected for checking, in which case we would need your consent for inspection to occur. All inspections are conducted in confidence. If you prefer to withhold consent, work on your file will not be affected in any way. Since very few of our clients do object to this we propose to assume that we do have your consent unless you notify us to the contrary. We shall also assume, unless you indicate otherwise, that consent on this occasion will extend to all future Matters which we conduct on your behalf. Please contact us if we can explain this further or to advise us if you do not want your file to be inspected.

The Senior Responsible Officer for the Company will deal with any queries you may have in regards to the level of quality and standards provided by the Company. The Senior Responsible Officer is Paul Davis.

24. TERMINATION

24.1 Completion of Services

An agreement between you and us for the provision of defined Services ends on the completion of the provision of those Services. An open-ended agreement for the provision of Services ends six months after the last date on which we provided Services to you, unless we decide otherwise. Unless new or different terms are agreed, our acceptance of instructions to perform Services for you subsequent to the ending of any agreement gives rise, from the time of acceptance of the instructions, to a new agreement on these terms. If we provide you free of charge with any seminar, information, or other document after the ending of an agreement, such provision does not give rise to a new agreement.

24.2 Early Termination

Either you or we may terminate the provision of all or any of the relevant Services at any time by giving written notice to the other. We will not do this without good and substantial reason, such as:

- the threat or risk of violence, injury or other danger to the physical, psychological or moral well-being of any Directors, consultants to and employees and agents of the Company and any service company owned or controlled by or on behalf of any of the Company or the Directors ; or
- your unreasonable behavior; or
- the discovery or creation of a Conflict of Interest; or
- your requesting us to break the law or any professional requirement; or
- the relationship of trust and confidence necessary between solicitor and client ceasing to exist between us; or

- your failure to pay to us any amount due, or money on account requested; or
- your insolvency; or
- your failure to give us adequate instructions; or
- our being forbidden to act by the National Crime Agency; or
- our reasonable belief that our continuing to represent you may cause damage to the professional or personal reputation of our firm or any of its personnel; or
- any other breach by you of these terms.

24.3 Rights on Early Termination

On early termination, by either you or us, you will remain liable to pay all fees and expenses incurred before termination and due under our contract or due on the basis of the time spent at our usual hourly rates, whichever is the less, together with any further fees and expenses for work necessary to transfer our files to another adviser of your choice. We can keep all your papers and documents while there is still money owed to us for fees and expenses. All our rights set out in these terms shall continue to apply even if we terminate the agreement.

25. GENERAL

25.1 Financial Services and Insurance Mediation

When we provide Services to you we are acting as your legal adviser. We are not authorised by the Financial Conduct Authority under the Financial Services and Markets Act 2000.

Where we provide Services to you in relation to a Matter which involves or relates to an investment, those Services may involve us in carrying on regulated investment activities. We can undertake those activities, but only on a limited basis where an exemption to that Act applies, including where those activities are closely linked to legal work we do for you. Nothing that we say or do should be taken as advice on the merits of any investment activity (whether under the Financial Services and Markets Act 2000 or otherwise). No communication

from us will constitute or should be regarded as an invitation or inducement to engage in any investment transaction or other activity or to exercise any rights conferred by any investment. You are solely responsible for any decision you take to negotiate or enter into a proposed transaction and should do so based on your own assessment of its merits and risks. If you are in doubt over any of these matters, you should seek advice from an appropriately qualified financial adviser.

25.2 Severability

Each of these terms shall be severable and distinct from the others and if any term is held to be illegal, invalid or unenforceable, in whole or in part, the remaining terms shall not be affected.

25.3 Equal Treatment / Equality and Diversity

Consistent with our internal policies and procedures, we will not discriminate in the way we provide our Services on the grounds of race, colour, religion, nationality, ethnic origin, sexual orientation, gender, age, disability or marital status.

Taylor Rose TTKW is 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.

26. DISCLAIMERS

26.1 Tax

Any work that we do for you may involve tax implications or necessitate the consideration of tax planning/strategy. We are not qualified to advise you on the tax implications of transactions you instruct us to carry out, or the likelihood of them arising. If you have any concerns in this respect, please raise them with us immediately so that we can, with your agreement, identify a source of professional assistance for you.

26.2 Planning in property transactions

We will not advise you on the planning implications of your proposed purchase, unless specifically requested to do so by you, otherwise than by reporting to you on any relevant information provided by the results of the "local search".

26.3 Other property disclaimers

It is not our responsibility to carry out a physical inspection of the property but, if you wish us to do this for any reason, please make a specific request. We shall not advise on the valuation of the property or the suitability of your mortgage nor any other financial arrangements. We shall not advise generally on environmental liabilities where we shall assume, unless you tell us to the contrary, that you are making your own arrangements for any appropriate environmental survey or investigations. We may, however, need to obtain on behalf of your lender, at your expense, an environmental search.

26.4 Contaminated Land

We will not advise you about any issues relating to the possible contamination of any land which may be relevant to your purchase. We are not qualified to advise on the results of any search made in that respect and would only be able to report to you the actual results of such a search.

27. DATA PROTECTION

27.1 Use of information

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.

27.2 Recording of calls

Telephone calls may be recorded for training, quality, monitoring and regulatory purposes.

28. LAW AND JURISDICTION

The terms upon which we provide Services to you are governed by, and shall be construed in accordance with, the Law of England and Wales. You and we each agree to submit to the exclusive jurisdiction of the courts of England and Wales, provided that we may in our sole and unfettered discretion commence proceedings against you in any other Court.

29. REGULATIONS AFFECTING YOUR CANCELLATION RIGHTS

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013

If we have not met you in person (because, for example, instructions and signing of the contract documentation is taking place by telephone/mail, e-mail or on-line – i.e. by way of a “distance” contract) or we have taken instructions and a contract has been concluded away from our business premises (because, for example, we have met with you at home – i.e. by way of an “off-premises” contract) and the contract was entered into on or after 14 June 2014, you may have the right to cancel this contract within 14 calendar days of entering into the contract without giving any reason. The Engagement Letter sent to you will confirm if that is applicable to your case.

The cancellation period will expire after 14 calendar days from the day of the conclusion of the contract.

To exercise your right to cancel, you must inform us of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or e-mail). We will communicate to you an acknowledgement of receipt of such a cancellation on a durable medium (e.g. by e-mail) without delay. To meet the cancellation deadline, you must send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

Should you require the work to be commenced within the 14 calendar day cancellation period, you must provide your agreement to that in writing, by e-mail, post or fax to enable us to do so. By signing and returning a copy of the Engagement Letter/authority to act where the Company asks

you to do so, you are providing your agreement in writing to enable us to commence work within the 14 calendar day cancellation period. Where you have provided your consent for work to commence within the 14 calendar day cancellation period and you later exercise your right to cancel within that 14 day cancellation period, you will be liable for any costs, VAT and disbursements incurred up to the point of cancellation. Unless you make an express request for us to commence work within the 14 day period (i.e. by signing and returning the signed copy of the Engagement Letter/authority to act or by other agreement) we will not be able to undertake any work during that period.