

STALLARD MARCH AND EDWARDS LLP

TERMS OF BUSINESS

Unless otherwise agreed these Terms & Conditions of Business, as supplemented or amended by our engagement letter ("Terms") apply to any matter that SME Solicitors undertakes work for you. If you have any concerns about any of the Terms, please do not hesitate to contact us. This is an important document and should be kept in a safe place for future reference. **Please read the Terms carefully, then sign and return one copy. We may not be able to start work until you have done this.** These Terms are updated by us from time to time and the latest version will apply to your matter as attached to our engagement letter.

1. About Us

Stallard March and Edwards LLP of 8 Sansome Walk Worcester WR1 1LW, trading as "SME Solicitors" (SME) is a limited liability partnership registered in England and Wales with company number OC358891. We provide legal services in England and Wales and are authorised and regulated by the Solicitors Regulation Authority (553566). This means that we are required to comply with professional rules, which can be found at <https://www.sra.org.uk/solicitors/standards-regulations>.

- Our contact number is [01905 723561](tel:01905723561).
- Our email is info@smesolicitors.co.uk.
- Our website is www.smesolicitors.co.uk.
- Our VAT number is 274167447.

We aim to offer all our clients a quality personal legal service at a fair cost. The Terms (both set out here and in the engagement letter) set out the basis on which we will provide our professional services to you and form a contract between us. In the event of any conflict between these Terms & Conditions of Business and any terms in the engagement letter then the terms within the engagement letter will prevail.

The Terms apply to each matter upon which we are instructed to represent you whilst you are a client of the SME and form a contract between us. The contract between us may also be referred to as "the retainer".

Sometimes when we complete our internal financial and compliance checks for your matter, we may discover that we are not able to act for you. Should this happen, we will let you know as soon as possible.

2. About You

You agree with us that you will, so far as you are able, give us clear instructions and not deliberately withhold any information which we might reasonably require to represent you properly. The relationship between solicitor and client must be one of mutual good faith, confidence and honesty, and we both agree that our business dealings will be upon this basis. Please also keep us updated and informed of any changes to the information that you provide to us as your matter progresses.

In the case of a company client, we will take instructions from any single director, controlling shareholder or other officer whom we reasonably believe has the authority to give instructions on the company's behalf. In the case of other organisations, we shall be entitled to take instructions from the appropriate legal officers.

When accepting instructions to act (or when acting at any time) on behalf of a limited company we may require a director and/or controlling shareholder to sign a form of personal guarantee in respect of SME's fees and expenses. If such a request is refused, we will be entitled to terminate the retainer and require immediate payment of our charges up to the date of refusal.

Where you as our client are more than one person or entity your responsibility is joint and several, which means that you are, responsible under the Terms together or separately. We are permitted to disclose any information concerning the matter to all joint clients. If a conflict of interest arises between the joint clients, we may suspend or terminate our services to one of those joint clients.

Our advice is provided solely to you as our client and is intended for use only for the particular purpose for which we have been instructed. It should not be disclosed or used by you or any other person for any other purpose without our specific written agreement.

3. Your File

Only those who need to view your file for legitimate business reasons will have access to it.

It is our policy to make sure that we keep you up to date with the progress of your matter. We also aim to keep you advised as to whether the likely outcome of your matter will justify the likely charges and expenses and risks involved from time to time as necessary.

The person having day-to-day conduct of your file will be advised to you in the engagement letter although some aspects may be dealt with by one of their colleagues. If your main point of contact at SME is unavailable, you can contact another member of their team as outlined in the engagement letter. If they are unable to help you then they will be pleased to take a message and we shall then deal with your enquiry as quickly as possible. For understandable reasons, we will not

give out confidential information over the telephone.

We try hard to avoid changing the people who are handling your work but if this cannot be avoided, we will notify you promptly who will be handling your work and why the change was necessary.

4. Fees, Disbursements and Expenses

Any fee estimate we provide for carrying out work on your behalf will be as set out in the engagement letter. Value Added Tax will be added to this at the appropriate current rate. This is currently 20%.

Our fees are usually calculated by reference to the time spent on your case at the hourly rate of the people dealing with it, together with any expenses or payments (also referred to as disbursements) we make or incur on your behalf. The time spent will include attendance at court, meeting with you and perhaps with other people, reading and working on papers, drafting, correspondence, including emails or making and receiving telephone calls, preparation work, or instructions to third parties such as experts or counsel, preparation of any detailed costs calculations and time spent travelling away from the office when this is necessary.

It may be necessary to instruct counsel or take expert advice from a third party. We will inform you if we propose instructing counsel or a third party on your behalf. Their fees will be charged and payable by you in addition to our fees.

Please bear in mind that the sooner that you pay for disbursements and expenses the sooner we can move your matter forward.

Our fees may take into account a number of factors including any need to carry out work outside our normal office hours, the complexity of the issues, the speed at which action must be taken and any particular specialist expertise, which the matter may demand. In property transactions, the administration of estates, corporate transactions and in matters involving a substantial financial value or benefit to you we may consider a charge reflecting, for example, the price of the property, the size of the estate or transaction or the value of the financial benefit. If we feel that a charge reflecting a value element should be added, then we will explain this to you.

It is possible that in certain cases we will be able to provide you at the outset with a fixed fee for a specific piece of work, which will not increase unless there is a material change in circumstances or your instructions. Should that be the case, we will discuss the position with you before incurring fees outside the figure stated. Any fixed fee is also based on the information that you provide to us and if there are changes or delays

on the matter, not caused by us, then we reserve the right to increase the fixed fee to cover any additional time spent by us on the matter due to those factors.

We will notify you if unforeseen extra work becomes necessary for which a charge is to be made. If we are unable to reach an agreement about those charges, we will do no further work and charge you on an hourly basis for the work done up to that time.

If money has to be sent to solicitors, clients or mortgagees by bank telegraphic transfer there will also be a charge of £25.00 plus VAT. If you do not present a cheque sent to you and we have to stop the cheque, we reserve the right to charge £10.00 plus VAT for each stopped cheque. These bank fees may change from time to time and that is outside of our control.

If we incur any bank charges, due to the failure of a payment to us, then we reserve the right to pass the bank charges onto you.

5. Abortive Fees

Fees will still be payable if the matter in which we are acting for you does not proceed to completion. Those fees will be based upon the current relevant hourly charging rates for the person acting on your matter. These charges will be subject to VAT and whatever disbursements or expenses that have been incurred on your behalf.

It may be that due to the stage of the matter before it was aborted a substantial amount of time has been incurred and in some cases, the whole fee may be charged. Depending on the type of the matter more time may be incurred in the early stages than the later stages and therefore the timing of the matter being aborted will not be relevant to the actual fees that have accrued up to that point.

6. Hourly Rates

The hourly rates of those dealing with your matter will be set out in the engagement letter.

Hourly rates are calculated based on ten units of six-minute duration per hour. Routine letters/emails sent and telephone calls are charged as one-tenth of the hourly rate. Routine letters and emails received are charged as one-twentieth of the hourly rate.

7. Client Account

It is normal practice to ask clients to pay sums of money from time to time on account of the charges and expenses which are expected in the following weeks or months. This helps to avoid

delays in the progress of your matter. If we need such a payment, this will be explained in the engagement letter. Payments made on account are held in a separate client account and used to reduce the balance owing to us or to pay disbursements, costs and expenses. The total fees are likely to be more than any payments on account.

In certain cases, we pay interest on sums held in our client account. Our client account interest policy can be found on our website.

At the end of the matter, any surplus sums held in the client account will be returned to you at your last known address or bank account. Please keep us updated of any changes. If we are not successful in returning sums due to you because we do not hold up-to-date details, we reserve the right to donate the funds to a charity of our choosing.

8. Payment

All invoices are due to be paid upon delivery. You agree that you will pay us promptly in accordance with these Terms.

Interim bills may be submitted monthly or at stages within the matter. Please note that interim bills are not intended to represent the exact value of the work carried out up to any particular date, but they are taken into account when the final bill is prepared on the conclusion of your matter. All interim bills are "interim statute bills" and are payable by you and recoverable by us in the same way as a final bill.

You will be personally responsible for payment of our fees and VAT and for reimbursing any disbursements or expenses that we incur on your behalf. We will send you a final bill (taking into account any interim bills) on or before completion in the case of a transactional matter or following completion for other matters.

Payments can be made via the telephone or in person at our offices with a debit or credit card or online to the following account with HSBC Bank Plc.

Name of Account: Stallard March & Edwards LLP Client Account

Sort code: 40-47-17

Account Number: 33665488

If you have agreed with any third party, such as a landlord or mortgagee, to pay their costs we will send you details of their bill. If sufficient funds are available on completion, for example from sale proceeds or a mortgage advance and we have submitted a bill, you authorise us to deduct our fees from the funds.

In some cases, an insurer, tenant, or another third party may agree to pay you or in some other way contribute towards your costs. Such cover is usually a refund to you and does not remove your primary responsibility to pay our costs. You remain liable for any shortfall between our costs and payments actually received from the third party.

Please note that if we receive funds on your behalf whilst acting for you in any matter, we reserve the right to retain money from those funds. This money will be used either in relation to your current matter or any other matter in which we act or have acted for you (or any connected company for example of which you are or have been a director) and applies where we have requested funds from you or the company on account which remain unpaid or in connection with any bill that has been rendered and remains unpaid.

We are not able to receive payment or payments in cash totalling more than £300 (except in exceptional circumstances by prior arrangement).

We cannot provide banking services to you or send money to or receive money from a third party on your behalf unless we are acting for you in an associated transaction. We will not send money on your behalf to a third party unless we have already received this from you.

If any invoice is overdue for payment, we will be entitled to stop acting for you until such invoice is paid in full (including interest). We retain the right to charge interest on such outstanding sums at the annual rate of 8% accruing on a daily basis from the due date until the date of actual payment of the overdue amount. We have a legal right (known as a lien) to hold on to your papers and documents in our possession until all sums due to us are paid.

We reserve the right to terminate our services to you but retain any papers and documents if any bill remains unpaid after 28 days.

You shall pay us and we will be entitled to recover from you all our costs and expenses including but not limited to legal costs calculated on a full indemnity basis which we incur in connection with any steps we take to recover our fees and any other amounts due to us under the retainer.

If you have any query about your bill, or indeed any other complaint, you should contact the person dealing with your case straightaway. If that person is unable to resolve the problem to your satisfaction, please contact the Complaints Partner, Mr Guy Salter.

If we are unable to resolve a complaint about a bill using our internal complaints, procedure you may be able to raise a complaint with the Legal Ombudsman or you may be able to apply to Court for an assessment of the bill.

9. Storage of Papers & Documents

After completing the work, we are entitled to keep all your papers and documents until we have received payment in full of all sums due to us.

We will keep a copy of our file of papers, except any of your papers which you ask to be returned to you, for at least seven years (and sometimes longer) from completion of your work and in any event in accordance with our policies for file closure and retention which we will specify at the end of the matter. At the end of the storage period, we will arrange to destroy the original file and delete all records from our computer systems.

We may charge for the safekeeping of documents which you ask us to store on your behalf.

We will not normally charge if we retrieve papers or documents from storage in relation to the continuation of a matter or in relation to new instructions that we receive from you.

We may make a charge for time spent preparing, retrieving, and making copies of papers or documents for transfer to you or another at your request which are not connected with a live matter we have for you.

10. Termination

You may terminate your instructions to us in writing at any time, but we will be entitled to keep all your papers and documents whilst there is money owing to us.

In some circumstances, we may consider we ought to stop acting for you, for example, 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 or we are unable to continue to act by law.

We may decide to stop acting for you only with good reason, for example, if you do not pay an interim bill or comply with our request for a payment on account. We must give you reasonable notice that we will stop acting for you.

If you or we decide that we will no longer act for you, you will continue to be responsible for paying any amounts owed to us.

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

Under these Regulations, if you are a consumer and not a business and our contract with you is a "distance contract" or an "off-premises contract" you have the right to cancel this contract within 14 days from the day the contract was concluded. This right might apply when we visit you or take instructions by telephone or email rather than a

meeting at our offices. Please see the cancellation notice at the end of these Terms.

Where cancellation rights exist, we will not start work on your matter until the end of the 14-day period unless you instruct us to do so on the cancellation form. Once we have started work, we will be entitled to charge you for any work done and expenses or disbursements incurred within the cancellation period.

12. Complaints

We are confident in providing a high-quality service in all respects. However, if you have any queries or concerns about our work carried out for you, please raise them in the first instance with the person dealing with your matter. If that does not resolve the problem to your satisfaction, then please contact SME's Complaints Partner, Mr Guy Salter. All solicitors must attempt to resolve problems that may arise with their services. It is therefore important that you immediately raise any concerns you may have with us. We value your instructions and would not wish to think you have any reason to be unhappy with us. If for any reason, we are unable to resolve the problem between us then we are regulated by the Solicitors' Regulation Authority which also provides a complaints and redress scheme.

If for any reason you are not satisfied with how we have handled any complaint, whether regarding a bill or any other aspect of our service, you can if you wish advise the Legal Ombudsman, PO Box 6167, Slough, SL1 0EH (0300 555 0333, www.legalombudsman.org.uk).

13. Communication

Everything about your affairs is confidential and we will aim to communicate with you by such method as you may request. We may need to virus-check disks or emails. Unless you request otherwise, we will communicate with you and/or others when appropriate by email. You should however be aware that email is not necessarily instantaneous or a secure form of communication. You may therefore wish to check with us that any email you have sent us has been received and must accept that we cannot be responsible for the security of correspondence and documents sent by email.

14. Money Laundering

The law now requires solicitors as well as banks, building societies and others to obtain satisfactory evidence of the identity of their clients. Documents that we require to complete our money laundering checks are listed at the end of these Terms and mentioned in our engagement letter. We also use identity search facilities and

agencies such as InfoTrack for which there will be a charge as outlined in the engagement letter.

In the case of company clients, we will require identity evidence of an instructing director and/or controlling shareholder. We also reserve the right to carry out and charge for the cost of an appropriate search at Companies House, and other agencies to verify the status of our company clients.

Solicitors are under a professional and legal obligation to keep the affairs of clients confidential. This obligation is, however, subject to a statutory exception: recent legislation on money laundering and terrorist financing has placed solicitors under a legal duty in certain circumstances to disclose information to the National Crime Agency. Where a solicitor knows or suspects that a transaction on behalf of a client involves money laundering the solicitor may be required to make a money laundering disclosure. If this happens, we may not be able to inform you that a disclosure has been made or of the reasons for it because the law prohibits "tipping-off".

We reserve the right not to undertake work on any matter until you have provided us with identification or other information required for the money laundering regulations, with which we are required to comply by law.

15. Confidentiality

All information received from you is held confidentially unless you agree otherwise or to the extent that we are required by law to give disclosure.

During the conduct of your case, it may be necessary for us to have contact with a third party where, to progress the matter to your advantage, it is necessary for us to disclose information, which might otherwise be considered confidential. You agree to use our professional judgement in such an instance and authorise us to disclose any such information as we consider to be in your best interests at the time.

We may like to make reference on our website or in promotional literature that you are a client of ours and also to describe the work we have done on your behalf. If we wish to do this, we will contact you in advance to ask for your informed and specific consent in this regard. Any such reference would be subject to confidentiality requirements.

16. Data Protection

The firm is a Data Controller for the purposes of the General Data Protection Regulation ("GDPR"). Reference to GDPR includes all domestic enabling legislation. The firm recognises

that the appropriate treatment of personal data is essential in maintaining confidence with its clients. Any personal data that the firm collects, records or uses in any way will have appropriate safeguards applied to it to ensure compliance with the GDPR. On occasions, your details may be used by the firm in connection with marketing exercises that this firm may carry out either by itself or in association with other organisations, but only if you have specifically given consent for that purpose. If at any time you wish to change or withdraw any consents please write to Mr Guy Salter (or Mr Ian Stirzaker in his absence) at 8 Sansome Walk, Worcester, WR1 1LW.

Our Privacy Policy relating to GDPR compliance may change from time to time and the current version is available on our website at www.smesolicitors.co.uk/about-us/our-policies/client-privacy-notice/.

17. Financial Services

We are not an authorised body 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 regulated by the SRA. We can provide these investment services if they are an incidental part of the professional services we have been engaged to provide.

We are included on the register maintained by the Financial Conduct Authority so that we can carry on insurance mediation activity, which is broadly advising on the 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's website (<https://register.fca.org.uk/>).

On occasions, we may hold money on your behalf. That money will be invested in accordance with the solicitors' accounts rules. A copy of the firm's Client Account Policy can be found on our website at www.smesolicitors.co.uk/about-us/our-policies/client-account-policy/. The firm expressly disclaims any liability in relation to loss of funds arising from banking failure.

18. Quality Standards

The firm has attained and is committed to retaining the Law Society's "Lexcel" quality standard. As a result, we may become subject to periodic checks by outside assessors and this may mean your file is selected for checking, in which case we would need your consent for that inspection to occur. Please rest assured that all inspections are carried out in complete confidence and any assessors will enter into a contract with

us to confirm that. If you prefer to withhold your consent, the way we work on your file will not be affected in any way. Since very few of our clients do object to this, it is a term of your instructions to us that we do have your consent unless you notify us to the contrary. This contractual term will extend to all future matters which we conduct on your behalf. If you wish to withdraw consent, please advise us in writing.

19. Professional Indemnity Insurance

SME is obliged by the Law Society and the Solicitors Regulation Authority to maintain a minimum level of compulsory professional indemnity insurance to ensure members of the public do not suffer loss as a result of any civil liability which might be otherwise uncompensated if we are held to have acted negligently. SME does maintain this insurance, but this normally only covers work undertaken for you within England and Wales. If you need contact details of our insurance company for any reason, please contact Mr Ian Stirzaker.

20. Limitation of Liability and LLP status

SME is a Limited Liability Partnership, and no individual member, employee or consultant is in any way personally liable for the provision of any service to you.

You agree that any claim you bring will only be against SME and you will not bring any claim relating to the retainer in contract, negligence, tort or breach of statutory duty or otherwise personally against any member, employee or consultant of SME.

The total liability of SME to you howsoever arising (whether in contract, negligence, tort, breach of statutory duty or otherwise) shall not exceed £3 million per claim.

For our business clients, SME has no liability to you (including without limitation for negligence) for any loss of profit, income, savings or indirect or consequential loss or liability howsoever arising.

For our consumer clients, SME has no liability to you (including without limitation for negligence) for any unexpected or unforeseeable losses which were not obvious to us when instructed or losses which were avoidable by you taking reasonable action or any liability you suffer in connection with a trade or business that you carry out and fall within a business loss.

Nothing in these Terms shall exclude or restrict our liability to you for death or personal injury resulting from our negligence, fraud or fraudulent misrepresentation or in any other circumstances where liability may not be so limited or excluded by law.

We shall not be liable for any failure to fulfil our obligations to provide our services to you where that failure or delay is due to circumstances that are beyond our reasonable control. If we are unable to meet any deadline or timescale, we will not be in breach of contract and the timescale for us to provide our services shall be extended accordingly.

We are not liable for any failure to provide services outside of the scope of our engagement nor to keep you updated with legal changes that occur after the completion of your matter.

No third party shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the terms.

21. General

If any provision or part-provision of these Terms is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Terms.

A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

We can transfer our contract with you to another organisation supplying legal services and should that be a possibility we will let you know in writing. Any transfer will not affect your rights and you can cancel the contract with us (subject to paying all outstanding amounts owed to us) should you not wish to continue with the retainer after the transfer.

This contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

MONEY LAUNDERING REGULATIONS

The Money Laundering Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 ("the Regulations") and The Money Laundering and Terrorist Financing (Amendment) Regulations 2019 are in force and apply to our work. These regulations cover the activities of service providers, which include Estate Agents, Solicitors and Auctioneers.

These requirements apply to all transactions.

In line with banks, IFAs and other providers of professional services we are now required to seek proof of a client's identity.

Please provide one document from each box below:

Identity Documents:

*	Current signed Passport
*	Current full UK/EU Photo Card Driving Licence (1) (Provisional Driving Licence will be accepted)
*	Current full UK Driving Licence (old style) (1)
*	Resident Permit issued by the Home Office to EU Nations
*	Inland Revenue Tax Notification
*	Firearms Certificate
*	Benefit Book or original Notification letter from the Benefits Agency confirming the right benefits

(1) These items may be used to evidence identity or address, but not both.

Evidence of Address:

*	Current full UK Driving Licence (old style) (1)
*	A utility bill issued within the last 3 months (but not mobile phone bills)
*	Local Authority tax bill (valid for the current year)
*	Bank, Building Society or Credit Union statement containing a current address
*	The most recent original mortgage statement from a UK lender

Instructions for Cancellation

Right to cancel

You have the right to cancel this contract within 14 days without giving any reason.

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

To exercise the right to cancel, you must inform us at Stallard March & Edwards LLP, 8 Sansome Walk, Worcester, WR1 1LW or by email to info@smesolicitors.co.uk of your decision to cancel this contract by a clear statement (e.g. a letter sent by post or e-mail). You may use the attached cancellation form, but it is not obligatory.

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

Effects of cancellation

If you cancel this contract, we will reimburse you for all payments received from you.

We will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this contract.

We will make the reimbursement using the same means of payment as you used for the initial transaction unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

If you requested us to begin the performance of services during the cancellation period, you shall pay us an amount which is in proportion to what has been performed and any incurred expenses or disbursements until you have communicated to us your cancellation from this contract, in comparison with the full coverage of the contract.

Waiver Form

Instructions to Start Work in the Cancellation Period

I wish to provide the following instructions:

Please start work on my matter straightaway. I understand that by instructing the firm before the 14-day cancellation period ends, I will be liable for any costs and expenses incurred in that time even if I then go on to cancel the contract. I also understand that where all work is completed within the cancellation period my cancellation rights will cease to exist as set out in the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

Signed:.....

Date:.....

Cancellation Form

(Complete and return this form only if you wish to withdraw from the contract as a consumer)

To Stallard March & Edwards, 8 Sansome Walk, Worcester, WR1 1LW

I/We [*] hereby give notice that I/We [*] cancel my/our [*] for the supply of the following service
[*],

Date of initial instructions:.....

Name of client:.....

Address of client:.....

.....

.....

.....

.....

Signature of client(s) (only if this form is notified on paper)

Date:.....

[*] Delete as appropriate