

MAJESTIC SOLICITORS LTD

TERMS AND CONDITIONS OF BUSINESS

1. INTRODUCTION

- 1.1 These Terms of Business (as amended from time to time) will apply to all future instructions you give to us and we may take your continuing instructions in any matter as your acceptance of them.
- 1.2 In these terms and conditions (Terms), the expressions "we", "our" or "us" mean the firm Majestic Solicitors LTD, and references to "individual" are to partners, employees and consultants of Majestic solicitors LTD
- 1.3 These Terms of Business together with our client care and any engagement letters and Schedule(s) thereto which we may send to you in connection with any particular matter, set out the terms on which we agree to act for you. These terms are collectively referred to as the "Retainer". The Retainer sets out the terms on which we will act for you.
- 1.4 We provide our services under the Retainer for the benefit of the person(s) firm company or other association or organisation recorded as our client, and not for the benefit of any other person. No third party has the right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the terms of the Retainer.

2. RESPONSIBILITY FOR YOUR WORK

- 2.1 Any engagement letter which we may send to you will tell you who we expect will be working on the matter(s) on which you have instructed us. It will also tell you who will be the Partner with overall responsibility of your case and the Partner responsible for concerns over level of service.
- 2.2 The Partner with overall responsibility is Mr. Chaudhry Muhammad Akhter who is responsible for supervising the work we do on any particular matter on which you have instructed us. He will insure that the varied skills and expertise in the firm are most appropriately applied, by making sure that the right individual or team deals with the work you have asked us to do.
- 2.3 The Partner with overall responsibility should also be your first port of call if you are dissatisfied with any element of our service (see section 13 below).

3. HOW WE WORK

- 3.1 We aim to provide you with sound, practical and prompt legal advice and assistance, and will do our best to keep you informed of our progress.
- 3.2 We will at all times comply with your instructions, even when these are contrary to our recommendations, unless we feel it would be illegal improper or unethical to do so, or inconsistent with maintaining proper working relationship.
- 3.3 Please note that all Solicitors are Officers of the Court, and are not permitted to do anything inconsistent with their duties to the Court.

4. YOUR RESPONSIBILITIES

- 4.1 We rely upon you to provide us with clear accurate and complete information about the work you have asked us to do, in good time to enable us to carry out that work, and to let us know promptly of any significant changes to that information, or to your circumstances generally. You should also provide us with any relevant documents and deeds and try to answer our questions or requests for further instructions as fully and promptly as possible.
- 4.2 Please give us as much notice as you can of any deadlines or time limits of which you are aware that may affect the work you have asked us to do.
- 4.3 Subject to the comments in paragraphs 4.1 and 4.2 we would request that you keep telephone calls/ e-mails and attendances to as minimum as possible which will permit the relevant fee earner with conduct of your matter sometime to process and/ or progress your matter more efficiently.

5. BASIS OF OUR FEES

- 5.1 Unless otherwise agreed, our fees will be based on the factors set out in this section 5, regardless of whether a particular matter proves abortive or proceeds to a conclusion.
- 5.2 Unless otherwise agreed, the fees for our work will be calculated in accordance with the provisions of Part 44.5 and 48.8 of the Civil Procedure Rule, in relation to contentious business or the Solicitors (Non-Contentious Business) Remuneration Order 2009 in relation to non-contentious business as may be appropriate and by reference to the appropriate hourly rates for our fee earners as applicable at the time the work is carried

out. Our charge is calculated on the basis of time units of 6 minutes including reviewing incoming correspondence.

5.3 In some cases, it may be possible to agree a fixed fee with you. Unless we have agreed a fixed fee, our fees will be calculated by reference to the time spent by our fee earners on your matter and in accordance with these terms of Business. This includes time spent on analysis, research, drafting, advising, attending meetings with you and others, attending Court, Tribunals, inquires or other hearings, dealing with papers, audit enquires, correspondence (including facsimiles and electronic communications), dealing with costs, telephone calls, travelling and waiting time, etc.

5.4 Time spent is charged to you at the applicable hourly rate(s). Please note that our hourly rates are regularly reviewed. You will be advised of any changes to the rates.

5.5 In addition to the time spent, we may, in accordance with the Solicitors Regulation Authority's guidelines from time to time, take into account a number of other factors, such as:

5.5.1 complexity of the matter or the difficulty or novelty of the question raised;

5.5.2 the skill, labour specialised knowledge and responsibility involved;

5.5.3 time spent on the business;

5.5.4 the number and importance of the documents prepared or considered, without regard to length;

5.5.5 the place where and the circumstances in which the business is transacted;

5.5.6 the amount or value of any money or property involved;

5.5.7 whether any land involved is registered land within the meaning of the Land Registration Act 2002;

5.5.8 the importance of the matter to the client, and

5.5.9 the approval(express or implied) of the entitled person or the express approval of the testator to - the solicitor undertaking all or any part of the work giving rise to the costs, or the amount of the costs.

Any increase in our charges to reflect these factors will be discussed with you.

5.6 Our Current hourly rates (excluding VAT) are:

Partners/Consultants:	£275per hour
Senior Solicitors:	£205per hour
Assistant Solicitors:	£175 per hour
Trainee Solicitors:	£125 per hour
Paralegal:	£115 per hour

5.7 If we are acting for you in relation to County Court proceedings, please read this section carefully. Section 74(3) of the Solicitors Act 1974 places a "cap" on the costs of solicitors acting for clients in County Court

proceedings. It states that these costs must not exceed the amount the client could have recovered from another party to the proceedings if an order for costs had been made in the client's favour. Section 74(3) applies unless the solicitors and their client have agreed to the contrary. By accepting these Terms of Business you are agreeing that 74(3) will not apply in relation to our costs and that our costs will not be subject to the cap described above. We will charge you on the basis set out in these Terms of Business, not by reference to what you may or may not recover from another party to the proceedings with which you are involved. You should be aware that the amount of costs recovered from the losing party by the winning party in litigation is typically less than the costs actually incurred by the winning party. If you are in any doubt as to the effect of this section, you should discuss it with us before accepting our Terms of Business.

6. EXPENSES

6.1 If, whilst carrying out the work you have asked us to do, we incur expenses on your behalf, such as photocopying, facsimiles, printing costs, postage and telephone charges, these expenses will be charged to you as part of our fees. However, any travelling expenses we incur such as our fare to attend your court hearing and to any couriers we send on your behalf will be charged as disbursement.

6.2 In addition, we may incur expenses or liabilities to third parties on your behalf, for example the cost of instructing a barrister or expert in a contentious case or court of Tribunal fees, other law firms, technical experts, patent agents, valuers, surveyors, search/registration fees, often referred to as "disbursements". We will discuss with you the likely amount and timing of any reasonably foreseeable payments you make in respect of any third party instructed by us on your behalf.

6.3 In case of Conveyance/Property matters please have regard to the initial fee estimate provided with this letter which will set out the known level of expenses at the time of your instructions. However we reserve the right to vary the same to account for any changes required as the transaction progresses and which will be notified to you.

7. VAT

7.1 Our fees and expenses are, where applicable subject to VAT at the prevailing rate from time to time.

7.2 If you are based outside the United Kingdom but within the EU, please provide us with your VAT registration number so that we can include it on our invoices. We will then be able to submit your bills free of VAT.

8. BILLING ARRANGMENTS

- 8.1 Timing of bills often depends on the nature of a matter. We reserve the right to bill you on an interim basis and will endeavour to send you bills on a six monthly (or any other regular) basis agreed with you. Bills may be delivered more or less frequently depending on the nature of the matter and the time spent working on it. On some transactional matters, our bill may not be delivered until shortly before or at the conclusion of the transaction.
- 8.2 There are two kinds of interim bills that we may deliver: interim statute bills and on account interim bills. These are explained more fully in the following paragraphs. Unless we have indicated otherwise, the interim bills we send you will be interim statute bills.
- 8.3 An interim statute bill is a complete and final charge for our costs in the period to be covered by the bill. At the conclusion of the matter we are working on or, if earlier, upon termination of our Retainer, we will deliver a final bill. The final bill will cover our costs for work done during the period covered, it may not (even if it is a final bill) include all our expenses and disbursements for that period, since third parties may not have sent their invoices or charges to us in time to be included on our bill. In that event, the relevant expenses and disbursements will be invoiced after we have received third party invoices demanding.
- 8.4 An on account interim bill is a bill on account of our total costs for the matter on which we are working. It does not, therefore, necessarily represent a complete and final charge for our costs in the period to which it relates. At the conclusion of the matter we are working on or, if earlier, upon termination of our Retainer, we will deliver a final bill for a matter. This may include previously unbilled charges for work done and expenses and/or disbursements incurred during the period(s) but, when we calculate the amount due to us, you will of course be given a credit for all payments you have already made.
- 8.5 If we are acting for you in relation to a transaction, we may at the appropriate stage send you a statement showing what sums are required from you in order to complete the transaction, which may include a sum relating to our fees, expenses and disbursements. If you fail to pay us the relevant sums (including our fees) in time for completion on the planned completion/hearing date, we reserve the right to decline to complete the transaction/continue to act for you until we have received such sums in full.

9. SETTLEMENT OF OUR BILLS

- 9.1 All our bills are payable upon receipt by you, unless otherwise agreed by us in writing.
- 9.2 If you wish a third party to be responsible for paying our bills on your behalf, you should inform us immediately

of the name and contact details of that third party (and any other relevant details reasonably required by us). You will remain primarily responsible for paying our bills and they will still be addressed to you but we will, if you wish, mark them as being payable by your nominated third party. If the third party fails to pay any of our bills in accordance with these terms of business, we shall be entitled to seek payments of the relevant bill(s) directly from you. You will reimburse us for any costs and expense we incur in recovering overdue payment from you and/or such third party. And we may charge you in accordance with these terms of business for the time spent by us in recovering such payment.

- 9.3 If you are a partnership or more than one individual or legal entity, each partner or individual or legal entity, as the case may be, shall be jointly and severally liable for our costs, expenses and disbursements.

10. MONEY ON ACCOUNT

- 10.1 We reserve the right at all times to require money on account of our anticipated fees, expenses, disbursements and/or VAT. This is particularly important where we are required to carry out a considerable amount of work over a short period, or to incur liabilities to third parties, such as experts or barristers, on your behalf.
- 10.2 If you pay us money on account, it will be held by us on our Client Account until we deliver a bill to you. Whilst any such sums are held on Client Account, we will not account to you for interest on the same. We will transfer the appropriate amount from our Client Account to our Office Account in settlement of any bill(s). If a matter continues over an extended period or if we anticipate that our fees, expenses or disbursements will exceed the sums held on Client Account, we may request further money on account.
- 10.3 If we request money on your account, you must pay this to us within the time specified by us for payment otherwise we reserve the right to decline to complete the transaction/continue to act for you until we have received such cleared sums in full.
- 10.4 Where we are asked to give an undertaking (a promise by us) to pay monies on your behalf, we will require your written instructions so to do and cleared funds to cover the full extent of and such obligation before an undertaking is given. We will not pay out any monies for you until we have cleared funds from you. Similarly, if we receive a cheque or bank draft for any money due to you, we cannot pay you until we have cleared it through our Bank.

11. LATE PAYMENTS

If we do not receive payment of any bill within 30 days of the date of the bill, or if we have requested money on account and do not receive such money within the time specified by

us for payment, then in addition to any other rights and remedies available to us, we may;

- 11.1 On written notice to you, suspend or cease working on any current matter(s) and/or terminate the Retainer forthwith. In litigation cases this may necessitate our having to apply to the Court for an order to come off the Court record, the cost of which will be charged to you; and/or
- 11.2 Charge you interest on any amount due to us at a rate of 8% a year. Interest will be calculated on a daily basis from one month after the date of the bill until we receive full payment (plus interest); and/or
- 11.3 Retain (and exercise a lien over) any or all documents and papers in our possession until we have received payment of all amounts due to us (plus any interest charged by us).
- 11.4 Charge you a fixed fee of £50 in event that we receive a cheque on account of fees/disbursements which is not cleared on first representation.
- 11.5 Also pass your details and any unpaid bills by you to debt recovery agencies.

12. DISPUTE AND COMPLAIN

- 12.1 If you dispute the amount of any bill we send you, or if you have any queries or concerns about our work for you (including our bill), please take them up first with the caseworker dealing with your matter. We would, in that way, hope to be able to resolve the matter to our mutual satisfaction. If that does not resolve the problem to your satisfaction or you would prefer not to speak to the caseworker, then please take it up with Mr Chaudhry Muhammad Akhter who is our complaint handling partner. We have a written complaints procedure, and a copy is available on request. All complaints are handled promptly, fairly and effectively in accordance with our said complaints procedure. However, you also have the following rights:
 - 12.1.1 You may apply to the court to have your bill assessed in accordance with Part III of the Solicitors Act 1974 (as amended from time to time); and or
 - 12.1.2 You may also object to the bill by making a complaint to the Legal Ombudsman (LeO) for England and Wales.
- 12.2 If you wish to exercise the rights referred to in 12.1.1 and 12.2.2 you should do so within the following time limits:
 - 12.2.1 If we are billing you by way of statute bills (as described in section 8.3 above), within 30 days from the date of receipt of the disputed bill; or
 - 12.2.2 If we are billing you by way of on account interim bills (as described in section 8.4 above), within 30 days from the date of receipt of our final bill in relation to the relevant matter.

- 12.3 We will remain entitled to interest on any unpaid bill(s), as explained above (except to the extent that we agree to reduce the bill(s) or the Court or the Legal Ombudsman, determines that we should reduce the same).

13. CONDITIONAL FEE ARRANGEMENTS

- 13.1 If we have taken on your case on the basis of a 'no win no fee', (also known as a conditional fee) arrangement, (explained in the Conditional Fee Agreement we have sent you with these Terms of Business), and the case settles, we will recover our costs and disbursements from the other party. If the case goes to court, we will endeavour to obtain 'After the Event' Insurance cover to protect you against the eventuality that you lose and, are ordered to pay the other side's costs. We will arrange to obtain such insurance at no cost to you.
- 13.2 Even then, we are still obliged to inform you of our current charging rates (see details above).

14. STORAGE OF PAPERS AND DOCUMENTS

- 14.1 After completing any matter, we will keep our file of papers and documents (except any papers which you have asked us to return to you) for a reasonable period after the relevant files have been closed. Unless we have agreed otherwise in writing, we will be entitled to destroy the file (without notifying you) after a period of six years from the end of the relevant matter.
- 14.2 For security reasons, all our files are archived and are not kept on our premises. Unless we hear from you to the contrary, we shall assume that you agree to this arrangement.
- 14.3 We will not charge you for the administrative cost of retrieving papers or documents from storage. However, we reserve the right to make a charge based on the time spent by any fee earner in considering and sorting stored papers or documents, searching for particular documents and/or sending them to you or another person at your request.

15. INSURANCE MEDIATION

- 15.1 This firm is not authorised by the Financial Conduct Authority. However, we are included on the register maintained by the FCA so that we can carry on insurance mediation activity, which is broadly 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 FCA website at www.fca.gov.uk/register.
- 15.2 The Law Society is a designated professional body for the purposes of the Financial Conduct and Markets Act 2000 but responsibility for regulation and complaints

handling has been separated from the Law Society's representative functions. The Solicitors Regulation Authority is the Independent regulatory body of the Law Society and the Legal Ombudsman (LeO) is the independent complaints handling body for the legal profession in England and Wales.

16. TERMINATION OF THE RETAINER

- 16.1 You have the right to terminate the Retainer at any time on written notice to us. You will remain liable to pay all our fees, expenses and disbursements which have been incurred up to the date of termination.
- 16.2 We are entitled to terminate the Retainer on written notice to you:
 - 16.2.1 In the circumstances set out at section 11 above : or
 - 16.2.2 If any guarantee on your behalf is withdrawn by the giving of notice or if any event or act occurs which vitiates the guarantee or otherwise renders it void or unenforceable: or
 - 16.2.3 If you fail to give us timely and adequate instructions, so that we are unable to conduct any of your matters properly and expeditiously: or
 - 16.2.4 If you insist on a course of action which requires us to act contrary to our responsibilities as solicitors or which would lead to a breakdown of the relationship of trust and confidence which is essential for the proper handling of legal matters; or
 - 16.2.5 If there is a breakdown of confidence between you and us.

17. RECEIVING MONIES FROM YOU

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 (NCA). 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, while we are acting for you, it becomes necessary to make a money laundering disclosure, we will not inform you that a disclosure has been made or of the reason for it. Where the law permits it, we may inform you about any potential money laundering problem and explain what action we may need to take. NCA potentially will retain financial information that ultimately may be posted on to HM Revenue and Customs. As a result of the Money Laundering Regulations this firm

- Will only accept up to £ 500 in cash for any transaction. Sums over that limit will not be accepted
- Will insist on proof of ID of the source of third party cheques or payments

- May ask for background information/checks/seek a better understanding of your background and the transaction
- May insist that all financial matters and receipts of funds are effected well in advance of the date of expected use or requirement of the funds and refuse to exchange contracts or complete your transaction until fully satisfied as to the relevant circumstances and/or until deemed or actual consent to the transaction has been obtained by us from NCA
- Reserves the right to charge for any additional checks we may deem necessary concerning the source of any funding.
- Reserves the right not to send monies to unknown third parties.
- Reserves the right not to accept monies from a third party.
- Reserves the right to be wary of unusual instructions of a secretive client or where dealing with a suspect territory.

18. IDENTITY

WE are obliged by anti-money laundering legislation to check the identity of our clients (known as AML checks). Indeed it is a criminal offence for us not to do so. It is a condition of accepting new instructions that clients provide the firm with evidence to verify their identity and source of their funds. as part of our client identification procedures, we will carry out AML checks to confirm your identity or ask a credit reference, or fraud prevention, agency to do so on our behalf. Information you give to us may be disclosed to them and they may keep a record of it or disclose it to others. You hereby consent to this. We will make a charge not exceeding £8 per person.

We therefore, HAVE to obtain your date of birth, your National Insurance number and 2 items of identification, before we can accept instructions. Please ensure that you CAN provide this in accordance with the list below, as we cannot act for you until this has been received- one item from list 'A' and a different item from list 'B' below. We will take a photocopy and give you back the original.

If you are unable to bring these items to any of our offices, then you must provide us with photocopies that have been certified by a Doctor, High Street Bank Manager, Accountant or another Solicitor. Their contact details must be clearly shown on the documents.

LIST A

- Current signed passport
- Current UK photo-card driving licence
- Current UK Driving licence
- Photographic registration card for people self-employed in the construction industry (C1 S4)

- Firearms or shotgun certificate
- National identity card containing photograph.

LIST B

- Confirmation from the electoral register
- Recent utility bill or statement less than three months
- Local council tax bill for the current year
- Current UK photo-card driving licence
- Bank, building society or credit union statement or passbook containing current address
- Solicitors letter confirming recent house purchase or land registry confirmation of address
- Council rent book for the last three months
- Housing association rent card or tenancy agreement
- Recent inland revenue self-assessment statement
- Inland revenue Tax demand
- House or motor insurance certificate.

WE MUST HAVE SATISFACTORY EVIDENCE OF IDENTITY BEFORE WE ARE ABLE TO COMMENCE WORK ON YOUR BEHALF

If insufficient evidence is provided to verify identity or source of funds we have no alternative but to refuse to act for you.

19. LIMITED COMPANIES

We are pleased to accept instructions to act on behalf of a limited liability company or partnership. As the obligation is then on the company or Partnership, as the separate legal entity, to settle our fees, to avoid default we will only take on such clients if a Director and/or controlling shareholder or Partner personally sign these Terms & conditions. By signing, you as a Director and/or controlling shareholder or Partner jointly and severally agree that in the event of any default the Company or Partnership you will personally be responsible for all fees and cost payable by the company or Partnership and you agree to personally guarantee the payments due by the company or partnership and to indemnify or pay all fees and costs due personally on behalf of the Company or Partnership. You hereby personally warrant and confirm that you personally have the appropriate authority permission and power to appoint Lawyers on behalf of the Company/Partnership and that you are unaware of any issues affecting the ownership or control of the Company/Partnership which might affect this warranty and you agree to personally indemnify and guarantee Majestic Solicitors LTD in respect of any costs or losses which may otherwise accrue if this is not ultimately correct.

20. EXCLUDED TAX ADVICE

Any work that we do for you may involve tax implications or necessitate the consideration of tax planning strategies. We

may not be qualified to advise you on the tax implications of a transaction that 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. If we can undertake the research necessary to resolve the issue, we will do so and advise you accordingly. If we cannot, we may be able to identify a source of assistance for you. We otherwise do not consider it our function to give you specific tax advice on any transaction we carry out for you. For land transactions where you acquire an interest in land it may be necessary to have prepared for you for each transaction a Land Transaction Return to HM Revenue & Customs in respect of Stamp Duty Land Tax (SDLT) which we can complete from the details you give us. As for all tax returns it is your responsibility to ensure that the details are true and correct and you must report to HM Revenue & Customs any linked transactions if they form a part of a single scheme arrangement or series of transactions between the same seller and purchaser or with persons connected to them including your spouse/civil partner, a relative being a brother sister or lineal descendant or spouse thereof. Whilst we will assist you in completing the necessary return and indicate on the same that we are your agents for this purpose we are not your general agents and are only assisting with completion of necessary forms from the information and details you supplied to us. We have no on-going responsibility to prepare complete or advice you on any further or additional returns or subsequent returns that may be required in your matter after the initial return has been sent to HM Revenue & Customs and shall not be your agent therefor.

For land transactions involving leases SDLT is usually calculated on the amount of rent payable and is often aggregated to arrive at the tax payable. There may be instances for example where there are rent reviews where further or additional Land Transaction Returns and tax payments are required during the life or term of the lease. It is your responsibility to ensure that such returns or payments are made at the appropriate time and unless we have been specifically asked or instructed in writing to assist further we shall be unable to do so and therefore we shall have no further liability or responsibility after their initial advice given to you and return made.

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 a "local search". This deals strictly with the property you are buying and not any other land or property in the general area, village or town.

21. PROPERTY TRANSACTIONS

Where we are acting for clients who are husband and wife or living partners or who are joint owners of property where joint authority is normally required in cases of need for urgency or otherwise you agree and accept that confirmation from one such party only shall be sufficient authority to

proceed and advance that transaction. It is not our responsibility to carry out a physical inspection of any property you may be buying or selling, 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 on the suitability of your mortgage or 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 surveyor investigations. We may, however, need to obtain on behalf of your lender at your expense an environmental search.

I confirm that I have read and understood, and I accept, these Terms and Conditions of Business.

Terms and Conditions of Business

Name:

Unless otherwise agreed, and subject to the application of the current hourly rates, these Terms and Conditions of Business shall apply to any future instructions given by you to this firm.

Signed:

Although your continuing instructions in this matter will amount to an acceptance of these Terms and Conditions of Business, it may not be possible for us to start work on your behalf until one copy of them has been returned to us for us to keep on our file.

Date:

Our Ref: