

**MY LAW  
MATTERS**

*Making Law Simple...*

## TERMS OF BUSINESS TO KEEP

### 1. Introduction

Thank you for instructing this firm to act for you in connection with your matter. We will do our best to see that everything proceeds as smoothly as possible. The following terms of business apply not only to the present instructions but to all future instructions from you which are accepted by My Law Matters. All work we carry out for you will be subject to these terms unless otherwise agreed in writing by a Director of the firm.

### 2. Our responsibilities

We will provide the services set out in the engagement letter that accompanies these terms. If there is any conflict between these terms of business and those contained in the engagement letter, the latter will apply. In providing our services to you we will rely upon the information and instructions given by you or by others authorised to do so upon your behalf. Our ability to give the appropriate advice will depend on the nature and extent of the information and instructions we receive and the timescale under which we are operating. It is important you understand the following: if we are asked to provide advice in an abbreviated format or on a short timescale, you will not receive all the information you might otherwise have obtained. Advice is provided in relation to a specific set of facts and as a result we do not accept any responsibility for the applicability of that advice to other situations or to other parties or for any reliance placed upon it by such parties or in such situations. We will not give advice on the tax implications of your instructions unless we specifically agree to do so in writing in advance. We reserve the right to refuse, or to not continue with, existing instructions if doing so would conflict with our professional obligations under the Solicitors Regulation Authority Standards and Regulations or other relevant codes or regulations.

### 3. Regulation and Professional Indemnity

We are authorised by, and all of the work we do is regulated by, the Solicitors Regulation Authority. This means that we must always comply with the requirements of the Solicitors Standards and Regulations produced by the SRA giving you the protection afforded by those requirements including the SRA Compensation Fund. Full details and the benefits available to you can be found at <https://www.sra.org.uk/solicitors/standards-regulations>. This firm maintains professional indemnity insurance in accordance with the rules of the Solicitors Regulation Authority. Details of the insurers and the territorial coverage of the policy are available upon request.

### 4. Progress Reporting & Service Commitment

This firm aims to provide a high quality service to all clients. Please do not hesitate to contact us if you have any queries about the services provided by this firm or the progress of your matter. It is this firm's policy to deal promptly with all client matters and to keep you fully informed throughout. We will communicate with you in plain language. Where possible, we return telephone calls and emails within 24 hours and reply to correspondence within five working days. We will update you with progress on your transaction at least every four weeks and on the cost of your matter at least every three months (unless agreed to the contrary) and usually much more frequently. We will continue to review whether there are alternative methods by which your matter can be funded. We will explain to you the legal work required as your matter progresses and update you on relevant changes to the law. Whenever there is a material change in circumstances we will update you on whether the likely outcomes still justify the likely costs and risks associated with your matter. We will update you on the likely timescales for each stage of this matter and any important changes in those estimates. We will also advise you of any circumstances and risks of which we are aware or consider to be reasonably foreseeable that could affect the outcome of your matter. Our normal hours of business are 9.30am to 5.30pm Monday to Friday.

### 5. Your responsibilities

We will need your regular instructions, so please let us know promptly of any change of address or telephone number, or if you are going away. When we do seek information from you, you will provide us with clear, timely and accurate instructions. Although we will usually tell you what we need to know, we also rely on you to tell us about any relevant developments or anything else that we should know. If you do so as soon as possible it might help to prevent wasted time and costs.

You will provide us with all documentation required to complete the transaction or case in a timely manner. You will also safeguard any documents that are likely to be required for disclosure.

### 6. Equality and Diversity

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

### 7. Client Identification/Money Laundering Reporting Requirements

The law requires solicitors and those working within a Solicitors Firm to get satisfactory evidence of the identity of their clients and sometimes people related to them. This is because solicitors who deal with money and property on behalf of their client can be used by criminals wanting to launder money. In order to comply with anti-money laundering legislation in relation to work involving property transactions, buying or selling businesses, the creation/operation of companies or trusts, establishing or transferring funds to onshore or offshore bank, savings or securities accounts, the receipt of funds by us into client account, and the management by us of client money, securities or assets, we are obliged to ask all clients to produce proof of identity and address and, where applicable to disclose us:

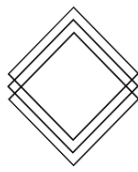
- Documents verifying the trustee(s) and beneficial owners(s) of any trust
- A list of the directors and shareholders, a copy of the certificate of incorporation, and confirmation of the status of any company.
- The source of any funds.

We will be unable to accept instructions to act on your behalf if this information is not provided or is incomplete. We may use outside agencies to conduct money laundering checks at your expense and there is a risk that such searches will leave a 'footprint' on your credit history. By proceeding with our instruction, you agree to this. Where a solicitor knows or suspects that a transaction on behalf of a client involves money laundering, the solicitor is required to make a disclosure to the National Crime Agency. If this happens, we will not be able to tell you that a disclosure has been made but will have to suspend work on your file pending an investigation, which may also involve the HM Revenue and Customs (HMRC). It is also an offence to enter into financial arrangement with any other party where you know or suspect that some of the money involved represents the 'proceeds of crime'. This includes money retained or gained as a result of tax evasion and benefit fraud. Any financial irregularities should be rectified prior to instructing us.

### 8. Information and confidentiality

#### i. Data Protection & Confidentiality

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 2018 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. Please let us know of your marketing preferences when returning your signed authority. Subject to our statutory obligations, we will keep your business and affairs confidential and we will not disclose such details to any third party without your consent. External firms or organisations may conduct audit or quality checks on our practice. These external firms or organisations are required to maintain confidentiality in relation to your files. We would advise you that under the requirements of Lexcel and CQS, we may be required to release your file to an assessor or auditor. If you do not wish your file to be inspected for this purpose, you must advise us in writing at the commencement of your transaction. For details of your privacy rights and how we look after your personal data, please refer to our website ([www.mylawmatters.co.uk](http://www.mylawmatters.co.uk)) or ask us for a printed copy.



## TERMS OF BUSINESS TO KEEP

### i. Duty of Disclosure

We are professionally and legally obliged to keep your affairs confidential. However, solicitors may be required by statute to make a disclosure to the National Crime Agency where they know or suspect that a transaction may involve money laundering or terrorist financing. If we make a disclosure in relation to your matter, we may not be able to tell you that a disclosure has been made. We may have to stop working on your matter for a period of time and may not be able to tell you why.

### iii. Outsourcing of work

Sometimes we ask other companies or people to do independent file audits, compliance reviews, typing, photocopying, printing as well as other administrative work on our files to ensure that this is done promptly. We will always seek a confidentiality agreement with these outsourced providers. If you do not want your file to be outsourced, please tell us as soon as possible.

### iv. Publicity

We will not disclose the nature of the work we carry out for you without your written consent or unless it is public knowledge.

### v. Privilege

In the event of any claim (including wasted costs proceedings) or other complaint being intimidated or brought against us, you will allow us to disclose and rely on all documents and information so that the court or tribunal has all relevant information available to it.

### vi. E-mail communication

During the retainer, we may (unless you expressly ask us not to do so) communicate with you (and with others for the purposes of the retainer), electronically. You accept that the electronic transmission of information cannot be guaranteed to be secure or free from error and it remains your responsibility to carry out virus checks of any attachments before launching any document (howsoever received). Internet communications are capable of data corruption and therefore we do not accept any responsibility for changes made to such communications after their dispatch. It may therefore be inappropriate to rely on advice contained in an e-mail without obtaining written confirmation of it. We do not accept responsibility for any errors or problems that may arise through the use of internet communication and all risks connected with sending commercially sensitive information relating to your business are borne by you. If you do not agree to accept this risk, you should notify us in writing that e-mail is not an acceptable means of communication.

### vii. Document storage and retrieval

When the present instruction is concluded we are entitled to keep all your papers and documents while there is money owing to us. Once our costs have been paid we will if requested, unless other arrangements are specifically agreed in writing by a Director, return your original documents. We will store the full file or a set of copies or digital copies of your file for an appropriate period of at least 6 years from the date of the last bill we send you for the matter, after which time we will securely destroy those records. We reserve the right to make a reasonable charge for the storage costs of third parties, the amount of which will be communicated to you at the conclusion of your instruction. We will not destroy deeds, wills or other legal instruments where you have asked us to deposit such documents in safe custody although we will charge you a reasonable fee for the safe custody of such documents. If you ask us to retrieve information that involves more than merely delivering documents to you from store, we reserve the right to charge you for the time spent and/or costs incurred.

### viii. Copyright and intellectual property

We retain all copyright and intellectual property rights in all material developed, designed or created by us during the course of carrying out your instructions including systems, software, know-how, reports, written advice, drafts and working papers.

### 9. Fees

Please refer to the letter confirming your instructions to us for an estimate of the anticipated fees and disbursements in your case. All charges are subject to VAT at the standard rate. All hourly rates are reviewed annually, so rates may increase and this will be notified to you for approval to proceed at the appropriate time. Our current hourly rates are as follows for work carried out by members of staff at My Law Matters:

Grade Fee Earner	Hourly Rate
Solicitors with over eight years post qualification experience including at least eight years litigation experience.	£299.00
Solicitors and legal executives with over four years post qualification experience including at least four years litigation experience.	£249.00
Solicitors and legal executives with up to 4 years post qualification experience litigation experience.	£199.00
Trainee solicitors and other fee earners of equivalent experience	£165.00
Administrative support.	£100.00

\*Prices quoted are excluding VAT

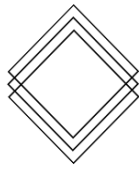
The rates for the individuals intended to be involved in the present matter are set out in the engagement letter accompanying these terms and are usually reviewed on 1st May each year. If there are any changes to these rates you will be notified at the time. In addition to our hourly rate we will charge expenses which include, but are not restricted to, Counsel's and expert's fees, photocopying, courier and travel charges. In addition, unless zero-rating or an exemption applies, VAT will be charged at the standard rate. If the fees or disbursements have to change as the case develops, we will notify you of the relevant amounts and, where relevant, ask you for an advance payment to cover these when they become due. It is normal practice to ask clients for regular payments to cover both fees and expenses on account of costs to be incurred. For private paying cases (i.e. not being pursued under Conditional Fee Agreements) an account will be prepared for payment on a monthly basis to assist with budgeting. Prompt payments when requested will help to ensure that your matter progresses as efficiently as possible. We will be unable to continue acting for you if bills are unpaid. Payments can be made by cheque, bank payment, debit or credit card. Our policy is not to accept cash payments over £500.00. If you deposit cash into our account in excess of this amount, we may decide to charge you for any additional checks we decide are necessary to prove the source of funds.

### i. Estimates

We will provide you with an initial estimate of the likely timescale and costs of completing your instructions. This estimate is not intended to be final or binding, and we will update it six-monthly unless the situation changes or you have made a different arrangement with us. If the scope of the instructions or the underlying facts change significantly, we may update the estimate within a given period. Any estimate is based upon the assumption that the information and instructions are provided in good time and that any key personnel are available. If delays or problems occur beyond our control this may result in additional fees being charged.

### ii. Funding arrangements

At the outset we will discuss with you the funding of the likely expenditure and the options open to you including the existence of any insurance cover in your favour, fixed fees, conditional fees, and, subject to the matters set out under the heading Investment business, after-the-event insurance. We do not undertake Legal Aid work. It is our policy to ask clients to provide a sum of money on account to cover likely expenditure on the first stage of your instructions and subsequent times during the conduct of your matter. The exact amount will be agreed on an individual basis for each case. We may ask for further payments on account as the matter progresses, particularly if we incur significant disbursements (for example, counsel's or experts' fees). When these payments are put towards your invoice you will be sent a receipted invoice. Alternatively, we may accept a director's guarantee for costs in the case of a limited company.



**MY LAW  
MATTERS**

*Making Law Simple...*

## TERMS OF BUSINESS TO KEEP

### iii. Invoices

Unless we have specifically agreed otherwise, we will submit invoices on an interim basis for services provided and expenses incurred. Any interim invoice will not be a request for payment on account but will be the only and final invoice for charges incurred during the period to which it relates. Invoices are payable upon receipt and we will charge you interest on all unpaid sums at the rate of 8% per annum with interest accruing on a daily basis from 30 days after the date of the invoice. If our costs are not paid then we have the right to suspend work on any matters in which you have asked us to act, cancel any and all of our contracts with you on giving you immediate written notice and apply to the relevant court/tribunal to be taken off the record as your representative in relation to any legal matter in which we are representing you on giving you where possible, at least 7 days' written notice. Where a third party is paying your legal costs, you remain responsible for paying our accounts, but we will endeavour to secure repayment of all agreed costs to you before the matter is concluded. If an order for costs is made against you, you will become liable for the fees incurred by the other party. If you are dissatisfied with any invoice you have the right to raise a complaint under our internal complaints procedure or apply to the court for detailed assessment under the provisions of sections 70, 71 and 72 Solicitors Act 1974 to have the invoice checked by an officer of the court – you may incur additional costs undertaking this procedure. Where we have to pay money to you, it will be paid by cheque or bank transfer to a UK bank account held in your name upon satisfactory evidence such as a bank statement. It will not be paid in cash or to a third party.

### 10. Court proceedings and costs

#### i. Litigation Department

In cases involving court or arbitration proceedings, the tribunal may award costs during the progress of the case and these costs are usually payable within 14 days. In such cases we will tell you immediately whether you have been ordered to pay the costs or whether they are to be paid by another party. It is important you understand that whether or not you recover some or all of your costs from another party, you remain liable to pay our costs in full. This applies during the progress of the case as well as at its conclusion. At the conclusion of court proceedings, the court assesses the costs payable by the losing party and it is usual for the winner to be awarded a proportion, but usually not all, of their own costs. Therefore, if you are unsuccessful in any proceedings you may have to pay the other party's costs as well as your own. Different rules apply to cases in the Small Claims court where the amount of recoverable costs is limited; if this applies to your matter, you will be advised about the particular limits which apply in your situation. You should be aware that if the losing party is in receipt of community legal service funding you are unlikely to be able to recover any costs from them. We do not intend to send you periodic updates regarding your fees as we provide a full breakdown of costs at conclusion of the claim; if you require us to do so please let us know and we will provide regular costs updates.

#### ii. Family Department

It is unusual to succeed in a claim for costs within Family proceedings. However, in some cases the courts can impose a cost penalty, or even a custodial penalty should either party fail to comply with an order of the court where a penal notice has been attached. In respect of financial remedy proceedings in matrimonial matters, if it is appropriate to apply for a cost order in circumstances where the other party has failed to comply with court orders, we will advise you accordingly. We will prepare a cost schedule for your approval and make an application for those costs at the appropriate time. Please note that any application for costs will only be in relation to issues related to that particular issue and will not cover your costs in full. If you fail to comply with court orders in financial remedy proceedings and the other party applies for a cost order against you, costs can be awarded by the court which will be payable in line with the courts terms and conditions or on conclusion of proceedings. You will be advised in relation to this in further detail should the need arise.

### iii. Employment Department

Employment Tribunals generally do not award costs.

However, there are some circumstances in which employment tribunals may or must award costs in rare instances which largely relate to conduct of a party in the proceedings. These are set out below. You will be advised if these are applicable, should you be involved in an Employment Tribunal matter. However, you will be responsible for your own costs of the Tribunal and these will not be recoverable from the other party. An employment tribunal has power to make three different types of order in relation to costs: a costs order, a preparation time order and/or a wasted costs order. A costs order can be made only if the receiving party is legally represented and where: the party in bringing the proceedings, or he or his representative in conducting the proceedings, acted vexatiously, abusively, disruptively or otherwise unreasonably; or that the claim or response had no reasonable prospect of success; or where a party has not complied with an order or practice direction. A costs order is normally limited to £20,000 but the tribunal can require a detailed assessment in a County Court, in which case the £20,000 limit does not apply. A preparation time order arises in exactly the same circumstances as a costs order, but this can only be made if the receiving party has not been legally represented. Preparation time orders are calculated at the hourly rate of £33. The ability of the party to pay must be taken into account and the order cannot include any time spent at the hearing. Costs orders and preparation time orders are mutually exclusive so an employment tribunal cannot order both in favour of the same party in the same proceedings. A wasted costs order may be made against a representative who has incurred unnecessary costs and can even be made to his own client where that representative has acted improperly, unreasonably or negligently. However, a wasted costs order cannot be made against a person who is not "acting in pursuit of profit with regard to those proceedings". If a party has been ordered to pay a deposit as a condition of being allowed to bring proceedings, then that deposit will be used towards settling a costs order or preparation time order made against them.

### 11. Client Money

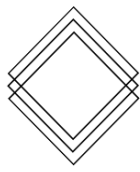
The Solicitors Regulation Authority has strict rules concerning the way we handle client money, which are to be found in the SRA Accounts Rules, and with which we comply. We will not pay out any money to you or on your behalf until we are in possession of cleared funds. If we hold cleared funds on your behalf whilst at the same time you owe us money in any matter, we reserve the right to use such funds in settlement of our costs. If you are successful in a contentious matter and are awarded interest as well as costs, we will be entitled to retain such interest on any monies still owed to us by you.

#### i. Designated Deposit Accounts and interest on Client Account

On occasions during your retainer we may hold your money in our Client account. If we believe the interest you could earn on that money in our Client account, less the administrative time and expense of transfer, could be improved by a transfer to a Designated Deposit Account we will make the transfer in your best interests and without reference to you. Where you do not owe us money, we are obliged to account to you for interest earned on your money held in our general Client Account on a fair and reasonable basis based on the amount of money we hold and the length of time that we hold it. By continuing with these instructions, you consent to the firm retaining the interest paid. However, we will not normally account for interest of less than £20.

#### ii. Investment services

We are not registered to provide financial or tax advice and therefore our advice is limited to the legal implications of your matter. The Financial Conduct Authority (FCA) regulates the investment industry in the UK. We are not authorised by the FCA. However, we are included on the register maintained by the FCA so that we can carry out insurance mediation activity, which is broadly the advising on, selling and administration of insurance contracts / we are able in certain



**MY LAW  
MATTERS**

*Making Law Simple...*

## TERMS OF BUSINESS TO KEEP

circumstances to offer a limited range of investment services to clients where these are an incidental part of the professional services we have offered to provide. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the Solicitors Regulation Authority and the Legal Ombudsman. The Solicitors Regulation Authority (SRA) is the independent regulatory arm of the Law Society. The Legal Ombudsman is the independent complaints handling organisation which deals with complaints about lawyers. Their contact details are Legal Ombudsman, PO Box 6806, Wolverhampton WV1 9WJ, 0300 555 0333 or [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk). The register can be accessed via the Financial Conduct Authority website at [www.fca.org.uk/firms/financialservices-register](http://www.fca.org.uk/firms/financialservices-register) and the entries for each office may be found under the EPF search. Should you require us to carry out any insurance mediation activity, such as for instance obtaining an insurance policy to cover the eventuality of your being ordered to pay the other party's costs in litigation, we will provide you with a separate client information sheet setting out the scope of our services.

### 12. Introductions, Referrals and Commissions

If a third party has referred your custom to us, we may pay an introductory commission. Please note that since 1 April 2013, we do not make commission or referral payments in respect of Personal Injury work or Personal Injury related work. We only take instructions from you and will not disclose your affairs to them unless it is necessary to the dealing of your matter. We confirm that the advice we give is completely independent from any referral source. If we have a financial relationship with a referral agency regarding your matter this will be confirmed in the client care letter. We may receive a commission for placing business on your behalf; for example, arranging legal expenses insurance. Please note that we do not accept commission payments in relation to arranging legal expenses insurance or referring you to an expert for a medical report in Personal Injury or Personal Injury related work. If we receive a commission for other sources of work you agree that we retain the commission where it is £20 or less (excluding VAT).

### 13. Client care and complaints

At this firm we strive at all times to give you the best possible service on all matters about which you contact us. A good relationship between solicitor and client is based on mutual trust and understanding. Please feel free to ask any questions you may have. All solicitors must attempt to resolve problems that may arise with their services. It is therefore important that you immediately raise with us any concerns you may have. We value your instruction and would wish to be told at once if you have any reason to be unhappy with us. Whilst we are confident we will provide you with an efficient and effective professional service, if you have any queries or concerns about the service you are receiving or wish to discuss how the service might be improved please raise them in the first instance with the Solicitor supervising your particular matter. If that does not resolve the problem to your satisfaction, please email [complaints@mylawmatters.co.uk](mailto:complaints@mylawmatters.co.uk) or by post to our office. We have a procedure in place which details how we handle complaints which is available upon request and on our website. We have 8 weeks to consider your complaint. If we have not resolved it within this time you may raise your complaint with the Legal Ombudsman at PO Box 6806, Wolverhampton, WV1 9WJ, 0300 555 0333 or [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk). your complaint relates only to the amount of our bill you may be entitled to have our charges reviewed by the court under Part III of the Solicitors Act 1974 although the Legal Ombudsman would then not be able to assist you. "The Legal Ombudsman expects complaints to be made to them within one year of the date of the act or omission about which you are concerned or within one year of you realising there was a concern."

### 14. Quality Audits

We are committed to providing a quality service to our clients, and to that end submit ourselves to an audit of our files and procedures by outside assessors. There is a possibility that during that audit, the assessor may wish to inspect client files, to assure themselves that our procedures are being followed. By signing this form, you are consenting to your file being inspected by an external assessor, who will maintain full confidentiality.

If you do not want your file to be available for inspection, please indicate this at the end of this form before signing it. We will always consider carefully, prior to supplying your file, whether it should be protected from inspection. You continue to have the right to withdraw your consent at any time by writing to that effect.

### 15. Contracts (Rights of Third Parties) Act 1999

Unless prior consent has been given in writing by a partner, no individual who is not a party to this contract will have the right to enforce any of its terms under the Contract (Rights of Third Parties) Act 1999.

### 16. Proportionality

Any damages you claim against us arising out of, or in connection with, the present instruction will be limited to that proportion of the loss or damage, including interest and costs, that is allocated to us by a court. This proportion will be allocated after taking into account any contribution to that loss or damage by any other person responsible in line with the Civil Liability (Contribution) Act 1978. In assessing their contribution to any loss, no account shall be taken of any limit imposed on the amount of liability of any other person.

### 17. Limitation of liability

Our systems are designed to minimise the risk of mistakes. If, however, we make a legal mistake, we have Professional Indemnity Insurance in place to the value of £3,000,000. This is the limit of our liability to you. We will not be liable for any consequential, special, indirect, or exemplary damages, costs or losses, or any damages, costs or losses attributable to lost profits or opportunities. We can only limit our liability to the extent the law allows. We cannot limit our liability for death or personal injury caused by our negligence. A copy of our indemnity insurance policy is available for inspection at our offices. It is the business that is liable for any claim, not an individual partner, shareholder, member of staff or consultant; the client agrees to make no claim against an individual except for fraud. All forms of advice, information and reports we provide are confidential and are supplied solely for the purpose of the present instruction. They should not be disclosed to anyone else without our prior written consent. We disclaim all responsibility for any consequences of anyone apart from you relying upon our advice. Please note that we will not be liable to repay money lost through a banking failure and our insurance will not cover such losses.

### 18. Force Majeure

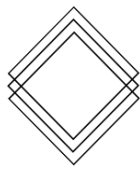
We shall not be liable for failure to perform or for any delay in performing our obligations if the failure or delay is due to causes beyond our control including but not limited to extreme weather, riot, curfew, war, terrorism, industrial action, the conduct of any police or other official investigation or delays in providing or non-provision of National Crime Agency consent following a disclosure under the anti-money laundering legislation.

### 19. Termination

You may end your instructions to us in writing at any time, but we can keep all your papers and documents while there is still money owed to us for fees and disbursements. In these circumstances, you will be billed for any work undertaken and/or expenses incurred prior to our receipt of this notification and this will be calculated using the hourly rates notified to you under these terms. Where a fixed fee has been agreed, and you terminate your retainer, we reserve the right to charge our fees by reference to our hourly rates and time spent in dealing with the matter. We are entitled to keep all your papers and documents while any monies remain outstanding. We may decide to stop acting for you only for good reason. We may decide to stop acting for you only with good reason and we must give you reasonable notice that we will stop acting for you in the following circumstances:

- If to continue to act for you would create a conflict of interest or there is a serious risk that such conflict of interest would arise.
- You fail to pay an initial or further sum on account within 7 days of request.
- You fail to pay an interim or a final account within one month of receipt.





**MY LAW  
MATTERS**

*Making Law Simple...*

## TERMS OF BUSINESS TO KEEP

- d) If you become insolvent.
- e) Where to continue to act for you would involve a breach of the law or breach of the principles of professional conduct of solicitors.
- f) Where you have failed to respond to two successive letters requesting instructions.
- g) Where we have decided that the solicitor/client relationship has irretrievably broken down. We reserve the right to cease work and terminate this agreement if any invoice remains unpaid for more than 7 days or you refuse to pay money on account within 14 days of a written request. In addition, we reserve the right to terminate this agreement in any of the situations set out above under the heading Force Majeure. In matters involving court proceedings we may require the permission of the court to cease acting for you. If you have cause to write a termination letter, it should be marked for the attention of either the supervising partner or main client contact.

### 20. 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 of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or e-mail). You may use the attached model 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.

#### i. Effects of cancellation

If you cancel this contract, we will reimburse to you all payments received from you (subject to the above regarding unpaid fees and expenses). 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.

### 21. Jurisdiction

This agreement will be governed by and construed in accordance with the laws of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

### 22. Agreement

Your continuing instructions amount to an acceptance of these terms of business. These Terms and Conditions will also govern any future instructions you give to us. By continuing to instruct My Law Matters I confirm my agreement to these terms and conditions.

A draft contract and ancillary papers will be requested from your Seller's solicitors and on their arrival, we will put in our investigation of the title including searches. Once the investigation is complete, we will report to you in detail and discuss any queries that may arise. If you have any points of concern in the meantime, please do not hesitate to let us know. We estimate that this transaction will take between 10 to 12 weeks to complete. However, this may be affected by any related transaction e.g. a sale and purchase, particularly where there are a number of parties involved. Our charges for carrying out the above work are set out below with the payments that need to be made on your behalf (disbursements) and value added tax at the rate currently prevailing. If the matter does not proceed to completion, we will charge you for the work done up to that point including disbursements at the hourly rate set out below. If the matter becomes unexpectedly complicated or protracted due to missing title deeds or other documents, lack of planning permission, defect in title or intervention of third parties we reserve the right to increase our charges to reflect the extra work added by these problems. If that became necessary, we would first notify you.

#### Our Charges and Invoicing

Near to completion of the matter, we will send you our invoice together with a completion statement showing any monies you have paid on account, monies received in connection with the sale, monies already paid out in respect of disbursements or a deposit and monies due to be paid out on your behalf in connection with balance of purchase money, Land Registry fees, stamp duty land tax and similar disbursements. If the completion statement shows that a balance is required from you to complete, this balance must be paid in full by way of cleared funds before the date of completion. You agree that we shall not be obliged to complete any transaction until this money has been received. BACS transfers take two working days to clear. We are unable to accept payments by cheque exceeding £1,000. Otherwise, cheques take 5 business days to clear. We are unable to accept cash payments exceeding £500. As solicitors, we have a general lien to retain any money, papers other property belonging to you which property comes into our possession until payment of our costs, whether or not the property was acquired in connection with the matter for which the costs were incurred. We will update you regularly by telephone or by email with progress on your matter. In addition, you can review progress in your matter by logging on to the online case tracking facility in accordance with the details provided to you separately. If your transaction is being financed by a mortgage, we have a duty to fully reveal to your lender all relevant facts about the purchase and the mortgage. This includes any differences between your mortgage application and information we receive during the transaction together with details of any cash back payments or discount schemes that the seller is giving you.

## CONVEYANCING

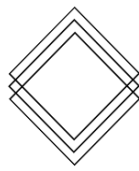
Please read and keep the enclosed General Information/Guidance Notes which contain important information. In addition, these notes mention a Glossary and information on Survey, Environmental matters, Searches and Stamp Duty which we trust that you will find helpful. Please contact us on points that may require explanation or specific action. We aim to offer all our clients an efficient and effective service. However, should there be any aspect of service with which you are unhappy, please refer it to [complaints@mylawmatters.co.uk](mailto:complaints@mylawmatters.co.uk). By signing these Terms of Business and returning it to us you authorise us to disclose to the other parties in the transaction and, if applicable, to all other parties in the chain of transactions and their agents and advisers, all information which we have in relation to your involvement in the transaction including any related sale or mortgage and other financial arrangements and wishes as to dates for exchange and completion. You may withdraw this authority at any time but if you do so you should appreciate that we will inform the other party or parties and their agents or advisers that this authority has been withdrawn. We will not be liable for any loss, damage or delay arising out of the firm's compliance with any statutory or regulatory requirement.

## FAMILY LAW

Your contract with the Firm, The Engagement Letter and the "Terms of Business" together form the contract between you and the Firm and deals with your rights and obligations under the contract; and explains in general terms how the Firm will deal with your matter. It is therefore important that you read the documents carefully and let us know if there is anything you do not understand. If for any reason you do not have any of the enclosures, or you are unsure about anything, please contact us immediately. Otherwise, we would ask that you confirm your written acceptance by signing and dating both this original Engagement Letter and the enclosed copy (respectively). Please return the signed and dated copy to us and retain the original signed and dated version for your own records.

#### 1. Invoicing

The firm's invoices will be addressed to you and payable by you. Unless expressly agreed otherwise, the Firm's work does not extend to providing advice on finances, accounts, taxation or pensions.



**MY LAW  
MATTERS**

*Making Law Simple...*

## TERMS OF BUSINESS TO KEEP

We suggest that you obtain independent financial advice in this regard. In addition, should you acquire any assets or property as part of any settlement then the transfer of those assets are not included. We will refer you to our Conveyancing department and they will provide you with a quote for any transfer of equity or re-mortgage.

### 2. Timescales

**Divorce** - Divorce matters take approximately 6 months to be processed by the Court once the petition has been issued and we will guide you through each stage. If for any reason, the timescales change we will of course keep you updated and explain the reasons why.

**Children issues** - Child/children's contact matter can take between 3 to 6 months to resolve. If for any reason, the timescales change we will of course keep you updated and explain the reasons why.

**Financial Matters** - Depending on the parties' approach to matters and the process we follow, financial matters can often take longer to resolve, sometimes 12 to 18 months. If for any reason, the timescales change we will of course keep you updated and explain the reasons why.

### 3. Legal Fees

Please refer to paragraph 9 in our General Terms above for guidance rates for all levels of fee earners. The way we calculate legal fees is determined by the time spent by the fee earner(s) dealing with the matter. Each fee earner has a basic hourly rate that varies according to his or her experience and expertise. These rates are exclusive of value added tax and will be reviewed from time to time. We will provide you with details of any changes in the rates. If our estimate of costs changes for whatever reason, for example if a matter becomes more complex than initially thought, then we will send you a further letter detailing the changes, the reasons for them and our revised estimate.

### 4. Insurance & Funding

This method of funding is not available for family law matters.

We always try to complete work within the estimate given, however if more work is required to deal with the matter than would normally be the case, we will make an additional charge either based upon the hourly rates referred to above, or upon a revised estimate.

Such unanticipated additional work could include for example additional meetings or attendances over and above the two which are included within the fee, meetings otherwise than at our offices or if any capacity issues or other complications need to be addressed. If an unforeseen additional work is required in connection with your Will we shall inform you before we incur any additional costs and will not carry out any further work until any such costs have been agreed in writing. We will deliver a bill at the end of the matter once your Will has been signed, unless for any reason the matter is not completed. If your matter is not concluded or we are prevented from acting for professional or other reasons, we will be entitled to charge you for work completed on the hourly basis set out above and all expenses reasonably incurred, but not exceeding the fee estimate (plus any agreed additional costs).

## WILLS, PROBATE AND LPA

### 1. Outline Of The Work And Timescale

We normally either send you a digital questionnaire to complete and return or you are welcome to contact us via telephone to complete the questionnaire with one of our friendly team members. Alternatively, we can offer an appointment for a face to face or video conference meeting with you at our offices. During the fact-finding stage, we will collect important information or check your instructions, then we will draft your Will or LPA, agree and redraft any required changes. In terms of Wills, upon approval of the final draft we shall send you the final version of the document in original for you to validly sign and witnessed. We will send step by step instructions to validly sign and witness the Will as this imperative that it is done correctly for the Will to be valid. We can offer an appointment at our office or a video conference call to help you through the process. Once the document is signed and witnessed you will need to send the original back to us if we are instructed to store your original Will. For LPAs we will arrange a telephone call appointment or an appointment at our offices to sign, act as certificate provider, prepare the registration and notice documents and register the document with the Court. We will also provide you with one certified copy of each document that you register. We would hope to complete matters within one month of our receipt from you of the documentation referred to in this letter. We will give you regular progress reports throughout the matter.

### 2. Fees and Expenses

We aim to give you the best possible information regarding the fees and any expenses that you are likely to incur throughout this matter. We have a system which records the amount of time that we are engaged in working on your file. Our Engagement Letter will set out the fees in relation to your specific instructions. Where an hourly rate is charged, then please refer to paragraph 9 of the General Terms and Conditions of Business above. We will prepare your Lasting Power of Attorney or Will by taking the steps above for the price quoted in our engagement letter. If you require any further certified copies of the documents, there will be charged of £20 plus VAT.