

DW Solicitors
TERMS & CONDITIONS
OF RETAINER AND CLIENT CARE INFORMATION

The Law Society is the governing body for the solicitor's profession and solicitors are regulated by the Solicitors Regulation Authority. These lay down Professional Rules which require solicitors to inform their clients of certain terms of business undertaken on their behalf.

This statement has been prepared to meet these requirements and to set out the terms upon which this firm provides professional services on behalf of clients.

1 Place and Hours of Business

The offices of DW Solicitors ("the Practice") are located at 262a Wellingborough Road, Northampton NN1 4EJ. Our normal opening hours are 9.00 am to 5.30 pm Monday to Friday.

2 Responsibility for Work

- 2.1 The managing partner of the Practice, David Ward, will supervise your matter and have overall responsibility for the conduct of your transaction or case.
- 2.2 David Ward, a solicitor and Managing Partner in the practice will be responsible for the conduct of your transaction on a day to day basis although it may be that from time to time other members of the firm will be required to assist as necessary.
- 2.3 It is our aim to offer all our clients a friendly, efficient and professional service. If however any difficulties should arise, the firm operates an internal complaints procedure which is set out in the practice's Good Practice Policy. If you would like a copy of the Policy, a copy will be supplied on request. If you are not happy in anyway with the service that you receive or you wish to complain, we would ask that contact David Ward either on the telephone or by way of a short note.

3 Fees

- 3.1 Our charges will be calculated mainly by reference to the time spent in dealing with the matter. This will include, without limitation, all attendances on you and others including (if applicable) witnesses, counsel, your opponents and their solicitors and time spent advising, considering documents and the law, making and receiving telephone calls, writing and reading letters sent or received, general perusal and preparation and any other work done in connection with the case including consultation with other fee earners where appropriate. Time is recorded in units of 6 minutes each (rounded up) within a minimum of 6 minutes per item so that, for example, routine letters sent or received and short telephone calls are charged as one unit each.

- 3.2 Details of the current hourly rates for the principal of the practice and fee earners are set out below, details of rates for any other particular member of staff will be provided on request. The rates shown do not include VAT which will be added, if appropriate when an invoice is prepared and charged at the appropriate rate. Current rates are as follows:-

FEE EARNER	HOURLY RATE
a) The principal solicitor, David Ward	£220.00 plus VAT
b) Solicitor, Maria Boehm	£200.00 plus VAT
e) Solicitor, Lynsey Ward	£175.00 plus VAT
f) Solicitor, Jabeer Miah	£175.00 plus VAT
f) Trainee Solicitors, para legals and fee earners of equivalent experience	£110.00 plus VAT

- 3.3 The hourly rates set out are normally reviewed to take effect from the 1st day of May in each year to take account of increases in costs and inflation. The firm also reserves the right to review the rates at any other time during the year in its absolute discretion. Details of any revision of rates occurring during the continuance of a case or transaction will be supplied to the client at the time of the rates being revised.
- 3.4 Where the instructions of the client or the circumstances of the case require that interviews take place or other work is carried out outside our normal office hours we reserve the right to increase the level of the hourly rate by a reasonable sum to take account of this factor. We also reserve the right to uplift our rates in cases where work is required to be carried out urgently and/or at short notice and/or in respect of high value transactions.
- 3.5 Our fees are payable at the above rates for the work done whether or not the case is concluded successfully or the transaction completed and regardless of whether they are recoverable from the other party. If for any reason the transaction does not proceed to completion or the case is not concluded during the period in which we are instructed then we shall nevertheless be entitled to charge for all work done on the basis set out above.

4 Third Party Costs

During the course of your matter it may be necessary for us to make payments to others on your behalf (Third party costs). These items are likely to include such matters as fees payable to the Courts, Counsels fees, fees to experts for their reports, search fees etc. We shall not be under any obligation to effect any such payment unless funds have been provided by the client for that purpose. VAT may be payable on some of these cost and in some cases that VAT may not be recoverable by the client.

5 Charges for General Overheads

5.1 The charges for the work done by the Practice take account of general overheads such as postage, telephone calls and faxes that are incurred from time to time in the general run of the case. They do not, however, take account of international telephone calls and faxes and the firm reserves the right in appropriate cases to charge an additional sum to take account of this expenditure. Additional charges will also be payable in respect of all deliveries and travelling expenses. Photocopying will be charged at the rate of 20 pence per A4 sheet. These charges will all be subject to VAT at the appropriate rate.

5.2 If it is necessary for a bill of costs to be prepared for assessment purposes or to provide a detailed breakdown DW Solicitors may employ the services of a specialist costs draftsman for this purpose whose charges will normally be based on a percentage of the total bill. These charges have not been included in our charging rate and will be treated as a third party cost payable by the client to us. Such charges are unlikely to be recoverable from any other party.

6 Estimates and Arrangement for Payments of Fees

6.1 It is always very difficult to estimate with any accuracy the total amount of fees that are likely to be incurred in all but the simplest of matters. This is particularly the case with contentious matters where there are a large number of variables and imponderables that could affect matters substantially from the commencement of a case to its conclusion. Nevertheless, we will, wherever possible, provide the client with our best estimate of the likely costs involved in any case but, unless a specific fee has been agreed and confirmed in writing. Any such estimate is given strictly on the understanding that it is intended purely for the guidance of the client and is simply the best guess of the firm at the given time.

6.2.1 It is our usual practice to ask clients to pay sums of money from time to time on account for the fees and third party cost which is anticipated will be incurred in the following weeks or months. Further in cases likely to continue for more than one month, it is the usual practice to render interim accounts to clients at regular intervals for work already carried out during the conduct of the matter to assist clients to budget for the costs as the matter progresses and to improve the cash flow of the firm. Where such an account has been rendered, DW Solicitors reserve the right to decline to take any further action in the case until payment is

made in full and in the event that payment is not made within 28 days of delivery of an account (or such other time as may be specified in writing from time to time by DW Solicitors) they may treat this as a termination of their retainer and cease to act further in the case. The firm reserves the right to charge interest at a rate of 6% above base rate of HSBC Bank Plc from time to time in force from the date of delivery of any account until actual payment (both before and after judgment) where any such payment is not made within 14 days of delivery.

In the event of our account not being settled, we may on your behalf file a notice at the Court removing us from the Court record and informing the Court that you are acting from that time in person.

7 Financial Services and Insurance Mediation

We are not authorised under the Financial Services and Markets Act 2000 but we are able, in certain circumstances, to offer a limited range of investment services to the client because we are a member of the Law Society. We can provide these investment services if they are an incidental part of the professional services we have been engaged to provide.

If you have any problem with the service we have provided for you then please let us know. We will try to resolve any problem quickly and operate an internal complaints handling system to help us to resolve the problem between ourselves. 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 complaint and redress scheme.

8 Client Account Interest

We will pay you a sum in lieu of interest on monies held in our client account in accordance with our obligations under the Solicitors Accounts Rules 1988. We are entitled to retain the interest if the amount calculated is £20 or less.

9 Recovery of Costs from Third Parties (Litigation Matters)

In most litigation cases a successful client can expect to receive an order for payment of its costs by the other party to the proceedings. Under the Civil Procedure Rules the Court has a very wide discretion on costs and can take into account the conduct of the parties during and before litigation. It can also consider such concepts as "opportunity". This may mean that even a successful party may not be awarded costs or might be required to contribute to another party's costs.

Clients are responsible for paying DWsolicitors bill in full regardless of any order for costs made against any opponent.

Even where costs are awarded the paying party has the right to request that the costs be "assessed" by the Court (a system whereby the Court considers what sum it is reasonable for the party to pay). In practice even a client who has received an order for the whole of its costs to be paid by a third party is still likely to have to bear at least

25% to 30% of its own costs and, in some cases this may be even higher.

Furthermore, if the other party is in receipt of Legal Aid or does not have the means to pay is it unlikely that the client will actually recover any money. Orders for costs are between the client and the third party and do not affect the liability of the client to DW Solicitors for its costs.

Clients that lose are likely to have an order made against them for their opponents costs, which would be payable in addition to their own costs. That needs to be considered prior to progressing potential litigation matters and reviewed as the matter progresses.

We will in litigation matters need to consider whether the matter can be resolved by alternate means such as alternative dispute resolution, arbitration or mediation. Failure to properly consider these may result in adverse cost orders being imposed.

Adverse cost orders may also be imposed if a client withdraws or decides not pursue a claim or defence or rejects a reasonable offer of settlement.

Where a client successfully obtains a judgment further costs will be incurred in enforcing that judgment often without any certainty that the judgment will be honoured or whether the opponent has the facilities to honour that judgment.

10 Storage of Papers and Deeds

- 10.1 Following the conclusion of the matter on behalf of a client we will retain the client file of papers for such period as we, in our absolute discretion, think appropriate. If a client requires us to keep papers for any specific period, then the client shall give notice in writing to us to that effect and, in the event of such notice being given, we reserve the right to require the client to take personal custody of the papers.
- 10.2 We reserve the right to store such papers with any company or firm providing storage facilities. Where it is necessary to retrieve the papers for any purpose we reserve the right to make an administration charge based on the time spent in retrieval and any perusal, correspondence or other work necessary to comply with the instructions given by on behalf of a former client for whom the papers are stored and to charge in addition, the actual costs payable by us in retrieving the papers from storage.
- 10.3 We reserve the right at the expiry of such period as we consider appropriate (in the absence of a specific period having been requested by the client) to destroy the client's file of papers unless written notice to the contrary has been received by us.
- 10.4 If following the file being archived you require us to retrieve the file, that will attract a fee of £50.00 plus VAT. In addition, if you require the file, we would

normally retain a copy for our records and in that event you would be liable for all of our costs incurred in the process of copying the file.

- 10.5 The firm will retain a lien over your file until such time as all costs are paid including the cost of retrieving the file and also the copying charges referred to at paragraph 10.4.

11 Decision Taking

It is for you to consider all advice given by us and to decide on the appropriate instruction and manner in which any matter is progressed. The advice we give cannot be construed as the instruction and/or any decision as to how the matter should be progressed.

12 Jurisdiction

These Terms and Conditions shall be interpreted, construed and enforced in accordance with the English law and shall be subject to the exclusive jurisdiction of the English Courts.

13 Continuing Instructions

Where a client instructs DW Solicitors on more than one matter, these terms and conditions shall be deemed to apply to all subsequent transactions unless and until otherwise agreed in writing.

14 Companies – Personal Guarantee

In consideration of DW Solicitors accepting instruction from any limited company or plc the signatory hereunder (and if more than one jointly and severally) hereby guarantees to DW Solicitors that the company will pay all fees, third party costs and disbursements payable to DW Solicitors if for any reason whatsoever (including without limitation the limited company entering into liquidation, receivership, administration or an arrangement with the creditors or otherwise ceasing to exist) the company or plc fails to pay any sum within 14 days of delivery of an invoice for fees and/or third party costs/disbursements, the signatory shall be personally liable to and will pay to DW Solicitors all such fees and third party costs/disbursements on demand.