

FEBRUARY 2023

TERMS AND CONDITIONS OF BUSINESS

MINAHAN HIRST & CO SOLICITORS

33 Station Road
Cheadle Hulme
Stockport
SK8 5AF

Telephone: 0161 485 8131
Fax: 0161 485 3526
E-mail: solicitors@minahan-hirst.co.uk

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1. SERVICE STANDARDS

We aim to provide you with high standards of service at all times. We will:-

- Keep you regularly informed in writing of progress with your matter;
- Communicate with you in plain language;
- Explain to you in writing the legal work which is required as your matter progresses; and
- Keep you advised of the likely timescales for each stage of this matter and any material changes to either the timescales or the estimated costs.

2. RESPONSIBILITIES

To achieve the best possible outcome in your case, we need to work together with you. We will:-

- Act in your best interests at all times;
- Review your matter regularly;
- Keep your business confidential;
- Follow your instructions; and
- Update you on whether the likely outcomes still justify the likely costs and risks associated with your matter whenever there is a material change in circumstances.

You need to:-

- Provide us with clear and timely instructions;
- Be clear and disclose everything to us at the outset which is relevant to your matter; and
- Provide us promptly with information and documents required to progress your transaction.

3. HOURS OF BUSINESS

Our office hours are from 9.00am to 5.00pm Monday to Friday.

4. ANTI-MONEY LAUNDERING OBLIGATIONS

Evidence of Identity

The Law requires solicitors, banks, building societies and others to obtain satisfactory evidence of the identity of their clients and, at times, people related to the client or their particular matter. 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 the Law on money laundering we need to obtain evidence of your identity as soon as reasonably practicable, and in any event, before we can proceed with your matter. To collect this evidence it will be necessary for us to take a copy of your original Passport and/or photocard Driving Licence together with a copy of a utility bill and/or bank statement which is less than 3 months old.

If you are unable to provide us with the specific identification requested then please contact our office as soon as possible so we can discuss alternative ways to verify your identity.

Confidentiality

We are under a professional and legal obligation to keep details of your case confidential. This obligation however is subject to a statutory exception which may require a solicitor who knows or

suspects that a transaction on behalf of a client may involve money laundering or terrorist financing to make a disclosure to the National Crime Agency.

If we are required to make a disclosure in relation to your matter, we may not be able to inform you that a disclosure has been made. We may also have to cease acting for you, either for a period of time or all together and may not be able to tell you the reasons for this.

5. FINANCIAL MATTERS

Financial Arrangements

Our policy is to accept cash payments of up to £250.00 only.

If you try to avoid this policy by depositing cash directly with our Bank and without having first provided evidence of the source of the funds, we may decide to charge you additional fees for checks that are necessary and may have to return funds to you.

Interest on money owed to you

Any money received on your behalf will be held in this firm's client account.

Subject to a minimum amount of £20.00 to cover our administrative costs the interest will be calculated and where appropriate and reasonable, paid to you at a rate of 0.5% below the rate from time to time payable on National Westminster Bank Plc general deposit account.

The period for which interest will be paid will usually run from the date(s) on which funds received by us become cleared funds, until the date(s) that payment(s) are issued.

Costs

Where we have provided an estimated fee within the terms of our client care letter we will endeavour to ensure that the costs you pay do not exceed the estimated fee. Please note however that VAT is payable on all costs charged by this firm.

Where this firm charges according to time recorded, the time is recorded and charged in units of 1/10th of an hour on the following rates:-

- | | |
|--|---------|
| • Directors/Partners | £250.00 |
| • Solicitors over 8 years qualified | £195.00 |
| • Solicitors over 4 years qualified | £175.00 |
| • Other Solicitors, Fee Earners and Trainee Solicitors | £150.00 |

When we receive funds on account of costs we will not transfer those funds from this firm's client account until we raise and send a bill to you. If sufficient funds are available on this firm's client account on the completion of your work, and we have sent you a bill, we will deduct our fees and expenses from those funds.

Where we do not hold funds on account of costs the payment of a bill is required within 7 days of the date of the bill. We may charge interest on unpaid bills at a rate of 8% per annum from one month after the date of our bill.

Our VAT Registration Number is 981 7025 09.

The hourly rates referred to above are reviewed on an annual basis and you will be notified in writing of any increase in the rate that we charge you, if we are acting for you in a matter at the time those rates are increased.

If your instructions require us to work outside normal office hours or your instructions involve an element of urgency, we reserve the right to increase the level of our hourly rate(s). You will be notified in writing of any increase.

We will inform you if any unforeseen extra work becomes necessary, for example due to unexpected complexities or difficulties with carrying out your instructions. We will inform you of the additional work required and the estimated costs for the additional work before incurring any additional costs to you.

6. DATA PROTECTION PRINCIPLES

This Practice complies with the data protection principles set out below. When processing personal data:-

- We will process personal data lawfully, fairly and in a transparent manner;
- We will collect personal data for specified, explicit and legitimate purposes only and will not process it in a way that is incompatible with those purposes;
- We will only process the personal data that is adequate, relevant and necessary in relation to the purposes for which it is processed;
- We will keep accurate and up-to-date personal data, and take reasonable steps to ensure that personal data that is inaccurate, having regard to the purposes for which it is processed, is erased or rectified without delay;
- We will keep personal data in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data is processed; and
- We will process personal data in a manner that ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organisational measures.

The Practice will facilitate any request from a data subject who wishes to exercise their rights under data protection law as appropriate, always communicating in a concise, transparent, intelligible and easily accessible form and without undue delay.

7. PROFESSIONAL INDEMNITY INSURANCE

Under the Indemnity Insurance Rules firms are required to take out and maintain qualifying indemnity insurance. Details of this firm's qualifying insurance can be found at our offices, or you may request us to provide this information directly to you.

The level of Professional Indemnity Insurance we maintain is £3,000,000.00 for each claim. If you consider the value of any transaction may exceed this figure then you must inform us at the outset so that alternative arrangements can be considered.

8. LIMITATION OF LIABILITY

Our liability to you for breach of your instructions shall be limited to the level of the current indemnity qualifying insurance level of £3,000,000.00 for each claim, or such other higher amount as expressly set out in the Client Care Letter accompanying these Terms of Business.

We will not be liable for any consequential, special, indirect or exemplary damages, costs or losses or any damages, costs or losses attributable to loss of profits or opportunity.

These limitations apply only to the extent that they are permitted by Law. In particular they do not apply to any liability for death or personal injury caused by negligence.

Please note that we are not registered to provide financial or tax advice and therefore our advice is limited to the legal implications of your matter.

We are not authorised by the Financial Conduct Authority. Minahan Hirst & Co Ltd are an exempt professional firm registered under Reference Number LS522149. As an exempt professional firm we are able to provide some regulated products and services as part of our normal professional services without being authorised or an Agent of an authorised firm. Further information can be found at <https://register.fca.org.uk>. This firm, as with other firms of solicitors, is regulated by the Law Society of England and Wales, which is a designated professional body for the purposes of the Financial Services and Market Act 2000. The Solicitors Regulation Authority (the "SRA") is the Independent Regulatory Arm of the Law Society. If you are unhappy with any advice given in relation to insurance matters you should raise your concerns with either of these bodies.

Please note that in certain circumstances during a property transaction we may recommend a Title Indemnity or other insurance policy. In these circumstances, the policies are always written in favour of your Lender rather than yourself to the value of the sum being borrowed. We will discuss this with you should the need to put an indemnity policy in place arise. In our Probate and Trust Department we may provide certain limited investment advice and services where these are closely linked to the legal work that we are carrying out for you. If the need for advice goes beyond this limited amount we may have to refer you to someone who is authorised and regulated by the Financial Conduct Authority for them to provide the necessary advice.

Please note that we will not be liable to repay money lost through a banking failure and our Indemnity Insurance will not cover such losses.

9. REGULATIONS, APPLICABLE LAW & COMPLAINTS

Disputes

Any disputes or legal issues arising from our Terms of Business will be determined under English Law and will be submitted to the exclusive jurisdiction of the English Courts.

We are authorised and regulated by the SRA. This means that we must comply at all times with the Code of Conduct, giving you the protection afforded by that code including the SRA Compensation Fund. Full details of the code and the benefits available to you can be found at www.sra.org.uk.

Complaints

If you have any queries or concerns about our work for you, please raise them in the first instance with the person who is acting for you. If you are unable to resolve your complaint at this stage then you should raise the matter with Mr Clive Roberts who is the Managing Partner in the firm and also the designated Complaints Officer. If Clive Roberts is undertaking the legal work personally then you should raise your complaint with Mrs Karen Holmes, a Partner in this firm who in those circumstances will be the designated Complaints Officer. A written Complaints Procedure is available upon request.

We try very hard to deal with any complaints or dissatisfaction with our service, as the goodwill of this firm is extremely important to all of our people. If you remain unhappy with our service once you have exhausted our Complaints Procedure you can refer the matter to the Legal Ombudsman (the independent body that reports directly to the Legal Services Board about all complaints relating to Legal Services). The Legal Ombudsman can be contacted via the internet, www.legalombudsman.org.uk or by telephone on 0300 555 0333. Alternatively, you can write to the Legal Ombudsman, P O Box 6806, Wolverhampton, WV1 9WJ.

Please note that you are obliged to give the solicitor who dealt with your work the chance to resolve your complaint before the Legal Ombudsman will get involved. Please make your complaint to us as soon as you are aware there is a problem. You should allow the solicitor 8 weeks to deal with your complaint. The 8 week period runs from the date of your first complaint and not from the date of your last contact from your solicitor about the complaint. Once the 8 week period has elapsed you should refer your complaint to the Legal Ombudsman, such referral being within 12 months of the final response from your solicitor about the complaint.

10. ENDING OUR SERVICES

You may end your instructions to us in writing at any time but we will be entitled to keep all of your papers and documents while there is still money owing to us for charges and expenses.

We may decide to stop acting for you only with good reason. For example, if you do not pay an interim bill or there is a conflict of interest. We must give you reasonable notice that we will stop acting for you.

If you or we decide that the firm shall stop acting for you, you will be required to pay for the expenses that we have already paid and a percentage of our fees which is considered reasonable to cover the work that we have already undertaken for you.

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 allow private clients who have not met a representative of the firm to cancel within 14 days without incurring any charges and without giving any reason.

To exercise your right to cancel you must inform us at 33 Station Road, Cheadle Hulme, Stockport SK8 5AF by post, or by email at solicitors@minahan-hirst.co.uk. Alternatively, you may notify us by fax on 0161 485 3526.

11. COMMUNICATION

Following receipt of your instructions we will carry out an internal conflict of interest check to confirm that we can act for you in relation to your matter. We will contact you immediately if there is a conflict.

We will communicate with you at the address, telephone number or the email address that you have given to us. Please notify us of any change immediately so that we can amend our records. Please note that 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 or sending any document (howsoever received).

Internet communications are capable of data corruption 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 email without first 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 immediately in writing that email is not an acceptable means of communication with you.

12. WHO IS RESPONSIBLE FOR YOUR WORK

Our Client Care Letter will inform you of the name, status and person in this firm who will be carrying out work on your behalf together with the name of that person's supervisor.

The person with ultimate responsibility for the work we provide to you is Clive Roberts who is the Managing Partner of the firm and the Complaints Handling Officer. Where Clive Roberts himself is carrying out the legal work for you, the solicitor with the ultimate responsibility for the firm's work is Les Hirst who will in these circumstances be the designated Complaints Handling Officer.

13. EXTENUATING CIRCUMSTANCES & DISABILITY DISCRIMINATION

If you are unable to attend our offices due to personal disability we will be happy to arrange to visit you at your home or another place convenient to you.

14. TAX ADVICE

Work that we do for you may involve tax implications or necessitate the consideration of tax planning strategies. We are not qualified accountants and are not 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 regard please raise them with us immediately and we will endeavour to assist you in identifying a further source of assistance to you such as an accountant.

15. COMMISSION

It is our policy to neither look for nor receive commission. If however we receive any unsolicited commission over the sum of £20.00 we will account to you with the commission sum received in full.

16. SPECIFIC LEGAL MATTERS

Contentious and Litigations Matters

It is important you understand that you will be responsible for paying our bills within 7 days. We will discuss whether your charges and expenses might be paid by or recoverable from another person. Courts now normally assess and order costs to be paid at the conclusion of hearings and trials and the paying party will be given a time period (for example 14 days) in which to pay the costs ordered. Even if you are successful, the other party may not be ordered to pay all your charges and expenses or these may not be recovered from them in full. The maximum contribution towards legal costs that you could normally expect to recover from an opponent if completely successful in a claim would be approximately two-thirds to three-quarters of your costs – but the amount is at the total discretion of the Court. If the other party is legally aided, you may not get back any of your charges and expenses, even if you win the case.

If you are successful and the Court orders the other party to pay some or all of your charges and expenses it may be possible to claim interest on them from the other party from the date of the Court Order. We will account to you for such interest to the extent that you have paid our charges or expenses on account, but we are entitled to the rest of that interest. Any costs recovered from your opponent will be paid to us and we will be entitled to deduct from any monies recovered any outstanding costs and expenses due to us.

You will also be responsible for paying the charges and expenses of seeking to recover any charges and expenses that the Court orders the other party to pay.

In some circumstances the Court may order you to pay the other party's legal charges and expenses; for example, at a hearing if you lose an application or at a trial if you lose the case. The money would be payable by you, normally within 14 days, in addition to our charges and expenses.

We will discuss with you whether our charges and expenses and your liability for another party's charges and expenses may be covered by insurance and, if not, whether it would be advisable for you to have insurance to meet the other party's charges and expenses.

Property Transactions

We will normally send you our bill following exchange of contracts. Payment on a purchase is required prior to completion. If you are a purchaser and you have agreed with the lenders to pay their costs, we will send you a copy of their bill if we are instructed to act for your lenders. If we hold monies due to you after completion, we will normally deduct our charges and expenses from the funds and then account to you.

In connection with the sale, purchase or leasing of property defects in title are occasionally discovered. If you instruct us to obtain title insurance then we will supply you with details of the insurance contract recommended in accordance with the requirements of the Financial Conduct Authority. Our current fee for arranging defective title insurance is £75.00 plus VAT.

Administration of Estates

In matters relating to probate and/or administration of estates we will submit interim bills at regular stages during the administration, usually at intervals of five to six months. In any event an invoice is usually raised at the time of application for/receipt of the Grant of Probate or Letters of Administration and a final invoice is usually raised when the Estate Accounts are ready for approval just before completion of the administration of the estate.

Other Cases of Transactions

It is normal practice to ask clients to pay sums of money from time to time on account of charges and expenses that are expected in the following weeks or months. We find that this helps clients in budgeting for costs as well as keeping them informed of the legal expenses that are being incurred. If such requests are not met with prompt payment, delay in the progress of a case may result. In the unlikely event of any bill or request for payment not being met, this firm must reserve the right to stop acting for you further.

Payment is due to us within 7 days of our sending you a bill. In cases where payment is not made within 7 days interest will be charged on a daily basis at 6% over the base rate from time to time of National Westminster Bank plc per annum.

If our invoice to you is to be paid by a third party and you are registered for VAT then you must pay the VAT element of our invoice and subsequently reclaim it from H M Revenue and Customs.

If you have any query about your bill, you should contact the individual who is carrying out the work on your behalf or Clive Roberts. You have the right to challenge our bill under Part III of the Solicitors Act 1974.

In the event that any bills are not settled within 7 days of delivery to you we reserve the right to suspend all work on this matter and any other matter we are handling on your behalf and retain any papers and documents in our possession (and, if Court proceedings have been commenced, to remove our firm from the Court record).