

## Terms and Conditions

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### 1. INTRODUCTION

1.1 As a matter of good practice and in accordance with the rules and guidelines published by the Law Society, we wish to record the standard terms of engagement on which work is undertaken by us for you.

1.2 Our intention is to provide you with the highest quality of service, handling your instructions with professional skill, care and attention. What follows sets out the basis on which services are to be provided and deals with communication between us and other relevant matters.

1.3 Certain of the sections may not immediately be relevant. Our objective, however is to build a long-term relationship with our clients and we take the view that it is appropriate to provide you at the outset with a description of the terms on which we provide all of our services.

### 2. CLIENT CONTACT PARTNER

2.1 It is important that you are kept fully informed of progress in carrying out your instructions. In addition to any specific method of communication and reporting agreed with you, we operate a "Client Contact Partner" system to ensure that you have a single, senior lawyer who will maintain an overview of your affairs and have ultimate responsibility for ensuring that your requirements are met. Your Client Contact Partner may, but will not necessarily, have day to day conduct of your matter. Full details of the person who will have conduct of your matter, and of your Client Contact Partner, will be contained in the schedule to the letter enclosing these terms at the commencement of, or during our retainer (together "the Engagement Letter").

2.2 We are happy to establish a method of reporting which is specifically suited to your needs (e.g. monthly or quarterly reports, or face to face reviews).

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

### 3. INSTRUCTIONS

3.1 In appointing Secure Law to act on any matter on your behalf, you are also authorising us to take any necessary steps to protect your interests in that matter - unless you instruct us to the contrary. We shall not be responsible for any failure to advise or comment on any matter which falls outside the scope of your instructions.

### 4. CHARGES

4.1 Our fees are based on the various criteria laid down by statute which state that our charges are to be fair and reasonable having regard to all the circumstances. As our time and expertise are the core elements of our service, our charges are normally based on the time we spend dealing with a matter. Time spent on your affairs will include: meetings with you, considering, preparing and working on papers, correspondence, and making and receiving telephone calls.

4.2 Hourly rates vary according to the seniority of each lawyer; your instructions will be carried out at the level of seniority appropriate to the provision of an efficient and economic service. The current hourly rates of our solicitors and executives are set out in the Engagement Letter.

4.3 Routine letters that we write, and routine telephone calls that we make and receive will be charged as units of 1/10th of an hour. Other letters and calls will be charged on a time basis.

4.4 The hourly rates are reviewed annually having regard to changes in salaries and other overhead costs. We will notify you in writing of any increased rates that will apply during the continuance of your matter.

4.5 If your instructions mean that we have to work outside normal office hours, we reserve the right to increase the hourly rate/s by prior arrangement with you.

4.6 If you have any query about the revised rates please contact the lawyer who has conduct of your matter without delay.

4.7 In addition to the time spent, we may take into account a number of other factors which include the complexity of the issues, the speed at which action must be taken, the expertise or specialist knowledge which the case requires, and, if appropriate, the value of the property or subject matter involved. In many cases these factors will be adequately covered by the hourly rates set out in the Engagement Letter. If, however, the rates are higher, or become higher, (for example, if the matter becomes more complex than expected) we will notify you of this.

4.8 In property transactions, in the administration of estates and in transactions involving a large amount of money or benefit to a client, we may base our charges on the time spent and by referring to a value element, such as the price of property, the size of the estate or the value of the financial benefit. The value element reflects the importance of the transaction and extra responsibility placed on the firm. The person named as having conduct of your matter in the Engagement Letter will write to you separately if the value element will apply to your case.

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4.9 We try, however, to be flexible in our charging approach and are prepared to consider alternatives to an hourly rate including for example, fixed fees, blended rates, fee limits, percentage fees based on specific criteria, or retainers. The person with conduct of your matter will discuss this with you. If our fees are not to be based on time spent, details will be contained in the Engagement Letter.

4.10 We try to ensure that you are periodically informed of the level of fees incurred and we will inform you if any unforeseen additional work becomes necessary (for example, owing to unexpected difficulties or if your requirements or the circumstances significantly change during the course of the matter). We will also inform you in writing of the estimated cost of the extra work before incurring extra costs. You may set a limit on the charges and expenses to be incurred. This means that you must pay those incurred up to the agreed limit without us needing to refer back to you. We will inform you as soon as it appears that the limit may be exceeded and will not exceed the limited without first obtaining your consent.

4.11 Any estimate is given only as a guide to assist you in budgeting and should not be regarded as a firm quotation unless otherwise agreed in writing.

4.12 We will add VAT to our charges at the rate which applies when the work is done.

4.13 For a variety of reasons some instructions are not completed. A transaction may abort. In such circumstances we will charge you for work done and expenses incurred.

4.14 We reserve the right to request payments in advance on account of fees and expenses. Details of any payments needed on account of our fees and/or expenses will be contained in the Engagement Letter.

4.15 We will discuss with you how you are to pay for our charges and expenses.

### 5. EXPENSES

5.1 In appointing us to act on your behalf, you are also authorising us, unless you instruct us to the contrary, to incur such expenses and disbursements as we consider necessary, which you will be required to reimburse to us. We will consult you before incurring any significant expenses and disbursements.

5.2 Examples of disbursements which we may have to pay on your behalf include court and commissioner's fees, fees of counsel and other experts, search and registration fees, stamp duty and special bank transactions etc. We will not mark up such disbursements when we recharge them to you. VAT is payable on certain expenses.

5.3 We reserve the right to charge expenses of travel, accommodation and meals while travelling away from the office and also for postal, fax, telephone and photocopying costs incurred on your behalf.

### 6. BILLING ARRANGEMENTS

6.1 Details of our billing arrangements will be contained in the Engagement Letter. Your Client Contact Partner is willing to discuss with you the most appropriate accounting procedures for any particular matter.

6.2 If you have a query about your bill you should contact the lawyer named as having conduct of your matter in the Engagement Letter without delay.

### 7. PAYMENT

7.1 Bills are payable when they are presented to you. If you do not pay the bill within 28 days of us sending it to you, we shall be entitled to charge interest on the amount outstanding (including any expenses and VAT) from the date of the bill at a rate equivalent to 2% above the base rate from time to time of Barclays Bank plc.

7.2 If an account is overdue for payment, we reserve the right to suspend work and retain documents and papers belonging to you and your associates, irrespective of the matter to which they relate, until all sums outstanding to us are paid.

7.3 When we receive instructions from, or on behalf of, more than one person or company to deal with any particular matter, each person or company for whom we are acting will be separately responsible for payment of our fees and disbursements.

### 8. MONEY HELD BY US

8.1 Money held by us for you, whether on account of fees or disbursements or otherwise, will be placed in our Client Account and you will be entitled to the interest which would have been earned had it been held in a separate designated deposit account, unless the amount of such interest is less than £20.

8.2 Money held by us (and accrued interest) may be taken by us in payment or part payment of our invoices, whether overdue or not. This extends to money held for your associates.

### 9. COMMISSION

9.1 If we receive commission from a financial institution, broker or others, we will credit your account with the full amount of that commission (unless otherwise agreed); and we will pay you any sums surplus to our fees and disbursements.

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### 10. STORAGE OF PAPERS AND DOCUMENTS

10.1 After completing the work, we are entitled to keep all your papers and documents while there is money owing to us for our charges and expenses. We will keep our file of papers (except for any of your papers which you ask to be returned to you) for a minimum of 6 years and on the understanding that we have your authority to destroy the file 6 years after sending you our final bill. If you require us to keep documents for any longer please let us know in writing during the currency of the matter.

10.2 We provide a safe custody service for clients in respect of wills, deeds and other securities. We will not destroy documents you ask us to deposit in safe custody.

10.3 We do not normally make a charge for retrieving stored papers or deeds in response to continuing or new instructions to act for you. However, we reserve the right to make a charge based on time we spend producing stored papers or documents to you or someone else at your request. We may also charge for reading papers, correspondence or other work necessary to comply with the instructions.

### 11. TERMINATION

11.1 You may terminate your instructions to us in writing at any time. For example, you may decide you cannot give us clear or proper instructions on how to proceed. We may decide to stop acting for you only with good reason, for example, if you do not pay an interim bill or comply with a request for a payment on account. We must give you reasonable notice that we will stop acting for you.

11.2 We are entitled to keep all your papers and documents while there is money owing to us for our charges and expenses.

11.3 If you or we decide that we will stop acting for you, you will pay our charges on an hourly basis and expenses, or as stated in any separate correspondence.

### 12. CONFIDENTIALITY AND CONFLICTS

12.1 All information regarding your business and affairs will be regarded as, and kept confidential at all times unless you instruct us to disclose information or we are compelled to disclose it by law, for example, where fraud or other crime is involved.

12.2 An actual or potential conflict between your interests and the interests or another client of the firm may arise during the course of a matter. If this situation arises during our dealings with you, we will discuss the position with you and determine the appropriate course of action. In order to protect your interests, we may not be permitted to continue acting.

### This is an important document:

Please keep it in a safe place for future reference.

### 13. RAISING QUERIES OR CONCERNS WITH US

13.1 We are confident that we will give you a high quality service in all respects. However, if you have any queries or concerns about our work for you, or you wish to discuss any aspect of the way in which your instructions are being handled please raise them first with the person named as having conduct of your matter in the Engagement Letter. If this does not resolve the problem to your satisfaction or you would prefer not to speak to that person, then please speak to your Client Contact Partner, or this firm's Client Care Partner who also named in the Engagement Letter.

13.2 All firms of solicitors are obliged to attempt to resolve problems that clients may have with the service provided. It is therefore important that you immediately raise any concerns you may have with us. We value you and would not wish to think you have any reason to be unhappy with us.

### 14. COMPANY SECRETARIAL SERVICES

14.1 Secure Law offers a company secretarial service to clients who are limited companies. We will (via a limited company, PG Secretaries Limited), act as Company Secretary for clients. Services provided include the maintenance of the company's registers in accordance with the relevant statutory provisions; the completion and filing of all returns and notices required by law to be given to the Registrar of Companies at Companies House; and the preparation and circulation of such notices of meetings to the members of the company as the company may require. Further details of our terms and conditions and charges are available on request.

### 15. REGULATION

15.1 We may pursuant to the Money Laundering Regulations 2007, in certain circumstances, be legally obliged to require you to provide us with evidence of your identity and your principal's identity if you are acting as agent.

### 16. COMPANIES – PERSONAL GUARANTEE

16.1 In consideration of Secure Law accepting instructions from any incorporated organisation to which these terms and conditions of business relate, the Director(s) signing acceptance on behalf of the Company, hereby guarantee(s) (and, if more than one, jointly and severally) that the Company will pay all fees and disbursements payable by the Company to Secure Law and that the said Director(s) shall be personally liable to Secure Law for our fees in addition to the liability of the Company.

### 17. REFERRALS

Your instruction has been received through self marketing via the Secure Law website. This is not a referral from a Third Party Company or Organisation.

### 18. AUDIT

Under the terms of your Legal Expense Insurance Policy (if any) your file may be requested by the insurers for audit purposes. If you have any objection to the Legal Expense Insurers reading the content of your file (including any correspondence, any medical notes and records) please notify us immediately.

## APPENDIX

### Special & additional terms of engagement for contentious work

**There are a number of specific points that you should be aware of when involved in litigation (including arbitration) whether as a Claimant or Defendant:**

- It is important that you understand that you will be responsible for paying our bill/s. Even if you are successful, the other party may not be ordered to pay all our charges and expenses or these may not be recovered from them in full; if this happens, you will have to pay the balance of our charges and expenses.
- The Court has a wide-ranging discretion to determine which party(ies) should bear the costs of the proceedings and in what proportion. This is usually exercised to order an unsuccessful litigant to pay a proportion of the successful litigant's costs (normally 60-70%).
- Only in exceptional cases will the Court make an award which gives the successful litigant a right to the full reimbursement of the costs of the proceedings. You should therefore assume that even if your action is successful there will be additional costs payable to us over and above anything recovered from the other side. If the other party is legally aided, it is most unlikely that you will get back any of your charges and expenses, even if you win the case.
- In some circumstances, the court may order you to pay the other party's legal charges and expenses; for example if you lose the case. The money would be payable in addition to our charges and expenses.
- We will discuss with you whether your charges and expenses might be paid by another person. We will also discuss 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.
- If you have legal fees insurance you should also be aware that insurers rarely pay bills before completion of the case, and you will remain liable to pay our bills when rendered during and at the end of the case even if you have not yet been indemnified by your insurers.
- If you withdraw an action, the other party is entitled to have an order made by the Court for you to pay their costs.
- If you are successful and the court orders the other party to pay some or all of your charges and expenses, interest can be claimed 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.
- You will also be responsible for paying the costs of seeking to recover any charges and expenses that the court order the other party to pay.
- In cases before an Employment Tribunal, the Tribunal very rarely orders an unsuccessful party to pay the other party's costs and you should not expect to recover any of our fees and disbursements from the other party even if you are successful.