

**LINKS LEGAL SOLICITORS
TERMS AND CONDITIONS OF BUSINESS**

Standard Terms March 2010

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These are the terms and conditions upon which we Links Legal (the Firm) will be acting for you and the way in which our charges will be calculated. This document, together with the accompanying letter will form the basis of your contract with us. These documents are sent to all of our clients so do not feel that any of the remarks below are directed at you personally.

People Responsible for Your Work

The name and status of the person responsible for the day to day conduct of your matter is indicated on the attached letter. However, to ensure your matter and file is handled properly and efficiently, it may be necessary for a colleague to deal with various aspects. We would prefer to receive your instructions in writing but you should feel free to telephone the Firm at any time. However, please bear in mind the following points:-

- (1) The person dealing with your matter may not always be available to take your call although he or she, of course, will make every effort to do so. If he or she is not available, please leave a message with his or her secretary or assistant. Alternatively, you can leave a message on their voicemail.
- (2) As you will see from the section headed "Charges and Expenses" below, our charges are mainly determined by the length of time we spend on a particular matter. To assist us in providing a cost effective service and in minimising our charges to you it will assist if you make a list of the points which you wish to raise in the conversation before you telephone, so that the call can be kept as relevant and as short as possible.
- (3) To assist us in providing a cost effective service and in minimising our charges to you, it will assist if you make a list of the points which you wish to raise in the conversation before you telephone, so that the call can be kept as relevant and as short as possible.
- (4) If you are giving instructions over the telephone, we request you to confirm these in writing after the call to avoid any possible misunderstanding on our part of your instructions.

We will use our best endeavours to provide an efficient and effective service and we will keep you informed of progress on a regular basis.

It is very important to maintain regular contact with us, including advising us of any change of address or telephone number etc and particularly that you provide us with all information and documentation required for your matter.

Please ensure that in all correspondence our reference which appears at the top of the accompanying letter is clearly stated.

**LINKS LEGAL SOLICITORS
TERMS AND CONDITIONS OF BUSINESS**

Service Standards & Responsibilities

At Links Legal we are committed to providing a quality legal advice.

- We will update you by telephone or in writing with progress on your matter regularly
- We will communicate with you in plain language.
- We will explain to you by telephone or in writing the legal work required as your matter progresses.
- We will update you on the cost of your matter six monthly or at agreed events
- We will 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.
- We will update you on the likely timescales for each stage of this matter and any important changes in those estimates.
- We will continue to review whether there are alternative methods by which your matter can be funded.

Our responsibilities will include:

- We will review your matter regularly.
- We will advise you of any changes in the law.
- We will 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.

Your responsibilities will include:

- You will provide us with clear, timely and accurate instructions.
- You will provide all documentation required to complete the transaction in a timely manner.
- You will safeguard any documents which are likely to be required for your matter.

Equality & Diversity

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

Provision of Service Regulations 2009

We comply with the above regulation by displaying the required details of our Professional Indemnity Insurance in our office.

Limitation of Liability

Our liability to you for a breach of your instructions shall be limited to £2,000,000.00, unless we expressly state a higher amount in the 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 lost profits or opportunities.

LINKS LEGAL SOLICITORS
TERMS AND CONDITIONS OF BUSINESS

We can only limit our liability to the extent the law allows. In particular, we cannot limit our liability for death or personal injury caused by our negligence.

Please ask if you would like us to explain any of the terms above.

Hours of Business

We are open between the hours of 9.30am to 5.30pm and closed for lunch between 1pm to 2pm

Charges and Expenses

Our charges are generally based on the time spent dealing with a case. Time sent on your affairs will include meetings with you, considering, preparing and working on papers; correspondence; and making and receiving telephone calls. Please note that the current hourly rates of our solicitors and executives are as follows:

Grade of Fee Earner	£
Partner/Consultant	200
Solicitors	180
Legal Executives	140
Trainee Solicitor	125

These charging rates are subject to review every year and you will, of course, be informed of any changes. . VAT at the rate of 17.5% will be charged on the above rates quoted

Routine letters and routine telephone calls made and received will be charged at £20.00. Our charges for considering routine letters received will be at £10.00. Other letters and calls made and received will be charged for on a time basis. (If your instructions require us to work outside normal office hours we reserve the right to increase the hourly rate/s.)

In property transactions, in the administration of estates and in transactions involving a large sum of money or benefit to the client, we may base our charges on the time spent and by referring to a value element such as the price of the property, the size of the estate or the value of the financial benefit. The value element represents the importance of the transaction and responsibility placed on the firm. We will write to you separately if the value element will apply to your case.

Our practice's policy is to only accept cash up to £500. If you try to avoid this policy by depositing cash directly with our bank, we may decide to charge you for any additional checks we decide are necessary to prove the source of the funds.

Where we have to pay money to you, it will be paid by cheque or bank transfer. It will not be paid in cash or to a third party.

Providing exempt financial services

We are not authorised by the Financial Services Authority. If, while we are acting for you, you need advise on investments, we may have to refer you to someone who is authorised to provide the necessary advice.

LINKS LEGAL SOLICITORS
TERMS AND CONDITIONS OF BUSINESS

However, we may provide certain limited investment advice services where these are closely linked to the legal work we are doing for you. This is because we are members of the Law Society of England and Wales, which is designated professional body for the purposes of the Financial Services Markets Act 2000.

The Solicitors Regulations Authority is the independent regulatory arm of the Law Society. The Legal Complaints Service is the independent complaints-handling arm of the Law Society. If you are unhappy with any investments advice you receive from us, you should raise your concern with either of those bodies.

Providing Exempt Insurance mediation

We are not authorised by the Financial Services Authority. However, we are included on the register maintained by the Financial Services Authority so that we may carry on insurance mediation activity, which is broadly the advising on, selling and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the Solicitors Regulation Authority. The register can be accessed via the Financial Services website at www.fsa.gov.uk/register.

The Law Society of England and Wales is a designated professional body for the purposes of the Financial Services and Markets Act 2000. The Solicitors Regulation Authority is the independent regulatory arm of the Law Society. The Legal Complaints Service is the independent complaints-handling arm of the Law Society. If you are unhappy with any insurance advice you receive from us, you should raise your concerns with either of those bodies.

Anti-Money Laundering Rules

The law requires Solicitors to obtain satisfactory evidence of the identity of their clients and sometimes people related to them. For this reason there are compulsory checks which solicitors have to make of their clients. Being asked for identification does not mean you are under suspicion. The new identification requirements apply to all clients when they are asking their solicitors to conduct certain types of cases. These procedures may require us to take further instructions from you, and may, in rare cases result in slight delays into your matter, we aim to cause in such cases minimal delays.

From 15th December 2007, solicitors have been obliged by HM Treasury to carry out a complex and risk-assessed search against every client for new transactions to protect against fraudulent activity and money laundering. Here at Links Legal we employ a quick and effective electronic search to satisfy this requirement. Whilst this does leave a 'soft footprint' on treasury records, this will have no effect whatsoever on your credit rating, regardless of the number of times a search is carried out against you. It is treated as a disbursement and as such, will be shown on your invoice as AML Search. It costs just a few pounds and is only carried out once per transaction.

We enclose a form headed "List of Acceptable Documents for Identification Requirements". Please provide us with the original of one of the documents List A* and two of the documents in List B* shown on that sheet. We will return the documents to you promptly. Please note that if your chosen Lender has additional requirements (and many do) we will address those with you in due course. If you are in difficulty in providing the documents requested please contact us straightaway.

**LINKS LEGAL SOLICITORS
TERMS AND CONDITIONS OF BUSINESS**

Making a 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 Serious Organised 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.

If your case involves the provision of a mortgage, we may also be acting for your proposed mortgage lender in the transaction. If so, we have a duty to fully reveal to your lender all relevant facts about the purchase and mortgage. This includes:

- any differences between your mortgage application and information we receive during the transaction; and
- any cash back payments or discount schemes that a seller is giving you.

Bills

In relation to property transactions, we will send you a bill for our charges and expenses, payment of which is due after completion. If sufficient funds are available at completion and we have sent you a bill, we will usually deduct our charges from the funds.

In relation to the administration of estates, we will usually send you a bill on account of our charges and expenses after the Grant of Probate has been obtained (and every two months thereafter during the administration of the estate). We will also send you a final bill for our charges and expenses when the administration of the estate is completed. If we hold sufficient funds on our behalf and we have sent you a final bill, we will usually deduct our charges from these funds.

In relation to other matters, we will send you a bill for our charges and expenses when the work is completed. Payment is due to us within twenty-eight days of our sending the bill to you. If you do not pay the bill within this time we will charge you interest on it at 10% per year on a daily basis from the date of the bill. If you have any query about the bill you should contact client care Partner Mr B S Roopra straight away. If B S Roopra is dealing with the matter the please contract contact Mr M Dattani or Mr J Patel.

You have a right to object to our bill and apply for an assessment of the bill under Part III of the Solicitors Act 1974.

Payment of Interest

Any money received on your behalf will be held in our client account. Interest will be calculated and paid to you at the rate set by Barclays Bank plc, clients accounts. That of course may change. The period for which interest will be paid normally runs from the date(s) when funds are received by us until the date(s) on the cheque(s) issued to you. The payment of interest is subject to certain minimum amounts and periods of time set out in the Solicitors' Accounts Rules 1998.

Storage of Papers and Deeds

**LINKS LEGAL SOLICITORS
TERMS AND CONDITIONS OF BUSINESS**

After completing the work, we will be entitled to keep all your papers and documents while there is still money owed to us for fees and expenses.

We will keep our file of your papers for up to six years, except those papers that you ask to be returned to you. We keep files on the understanding that we can destroy them six years after the date of the final bill. We will not destroy documents you ask us to deposit in safe custody.

If we take papers or documents out of storage in relation to continuing or new instructions to act for you, we will not normally charge for such retrieval. However we may charge you both for:

- time spent producing stored papers that are requested
- reading, correspondence or other work necessary to comply with your instructions in relation to the retrieved papers

Vetting of files and confidentiality

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.

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 expenses.

We may decide to stop acting for you only with good reason, eg 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 we should stop acting for you, you will pay our charges up until that point. These are calculated on an hourly basis plus expenses/by proportion of the agreed fee as set out in these terms and conditions.

Complaints Procedures

Whilst we set ourselves high standards of service which we endeavour to deliver to our clients, there may be times when you feel unhappy about any aspect of the service you have received, or about the bill, you should first of all report it to the person dealing with your matter and discuss how the matter is going to be resolved. If you are still not happy, then you should contact Mr B S Roopra. If he is dealing with the matter, please contact Mr M Dattani or Mr J Patel. who will take appropriate action in accordance with our complaints procedure.

If you feel your complaint has not been resolved having taken the above steps, you may refer the complaint to the Legal Complaints Service to consider the complaint.

Equality and Diversity

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

Data Protection

**LINKS LEGAL SOLICITORS
TERMS AND CONDITIONS OF BUSINESS**

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 1998 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. If you do not wish to receive that information please notify our office in writing.

Payment of Interest

Any money received on your behalf will be held in our Client account. Interest will be calculated and paid to you at the rate set by Barclays Bank Plc, our Bankers. That of course may change. The period for which interest will be paid normally runs from the date when funds are received by us until the date on the cheque issued to you. The payment of interest is subject to certain minimum amounts and periods of time set out in the Solicitors' Accounts Rules 1998.

Agreement

Your continuing instructions will amount to your acceptance of these terms of business but please sign and date the enclosed copy of these terms and return it to us immediately. Then we can be confident that you understand the basis on which we act for you.

Any dispute or legal issue arising from our terms of business will be determined by the law of England and Wales, and considered exclusively by the English and Welsh courts.

We hope that by sending these terms to you we have addressed your immediate queries about the day to day handling of your work and our terms of business..

This is an important document, which we urge you to keep in a safe place for future reference.

SIGN:

SIGN:

DATED:

**LINKS LEGAL SOLICITORS
TERMS AND CONDITIONS OF BUSINESS**

List of Acceptable Documents for Identification Requirements

<u>List 1</u>	<u>List 2</u>
<i>Current Signed Passport</i>	<i>Utility Bill not less than three months old</i>
<i>Current Full UK driving Licence - Photocard or old version</i>	<i>Most recent mortgage statement from a recognised Mortgage Lender</i>
<i>A valid H M Forces identity card with the signatories photo</i>	<i>Recent Bank, Building Society or Credit Card Statement not less than three months old together with Credit card/Bank Card</i>
	<i>A Council rent book showing the rent paid for the last three months</i>
	<i>A Council Tax bill less than three months old</i>