

AGREEMENT & TERMS OF BUSINESS

BUSINESS CLIENTS

Client:

Date:

Ref:

1. Application of Terms

- 1.1. In these terms, Baron Grey is referred to as “us” or “we” and our client as “you”.
- 1.2. These terms apply to all business carried out by us and are to be read in conjunction with all correspondence confirming instructions. If there is a conflict between these terms and correspondence, these terms of business will prevail.

2. Work covered

We will exercise due skill, care and diligence in carrying out the legal work identified in your instructions to us and agreed by us as part of our brief.

3. Investment business

Occasionally the work we carry out for you involves investments. We are not authorised by the Financial Service Authority and so may refer you to someone who is authorised to provide any necessary advice.

4. Money laundering

- 4.1. The Money Laundering Regulations 2017 and The Proceeds of Crime Act 2002 and The Terrorism Act 2000 impose on us a statutory obligation to report to the appropriate authorities our suspicion that funds derive from the profits of serious crimes. It is an offence for anyone to prejudice an investigation by “tipping off” a person who is the subject of suspicion or any third party that the person is suspected of money laundering.
- 4.2. There are also regulations which require us to verify your identity. It is a condition of our accepting new instructions that upon request you provide us with evidence to verify your identity. Please bring your current passport and a recent utility bill showing your current address into these offices for copying and return as soon as possible. If we are not given satisfactory evidence, we may be required to terminate your instructions to us.
- 4.3. Pursuant to these regulations we are obliged to keep our records for six years. If you wish to have your file or papers, we must keep copies for which we will charge at our normal rates.

5. Conflict of Interest

- 5.1. It is our professional duty not to act for a client if there is an actual or potential risk of a conflict with the interest of one of our clients. We have procedures which make sure that conflict checks are carried out and if there is a possibility of any conflict we will discuss it with you as soon as practically possible. We would be grateful if you could inform us of any actual or potential conflict or otherwise which may arise as soon as possible.
- 5.2. Your confidential information will always remain confidential and will not be disclosed to any other parties.

6. Fee structure

- 6.1. Our fee will be fair and reasonable for the work in question in all the circumstances of the particular instructions. A principal element in the calculation of our fee is the time spent by partners and executive staff on the work, including a premium for unsocial hours. In certain property and other transactions, however, the value of the property or the price payable may be the dominant factor in assessing the fee. In the latter case, we will notify you of our proposed fee structure before commencing the work.

- 6.2. The final fee may also involve consideration of a number of additional factors recognised by the Solicitors Remuneration Orders, including but not limited to:
- the urgency and speed of action required
 - the complexity of the transaction
 - the responsibility undertaken by us
 - the place where the work is carried out
 - the value or importance of the work to you.
- 6.3. Unless the expenses referred to in paragraph 6.6 and the fee are clearly stated to be a fixed sum, any indication of likely costs is an estimate only which is exclusive of VAT and those expenses referred to in paragraph 6.6 and is subject to change as matters progress and the full amount of work becomes apparent. The level of fees will be periodically advised to you as matters progress or if the original estimate is likely to be substantially exceeded, unless this is clearly apparent from the circumstances.
- 6.4. Figures estimated or quoted will not cover work carried outside the original instructions for which an additional charge, based on the principles referred to above, will be made.
- 6.5. Our fees include all professional, secretarial and administrative time.
- 6.6. Expenses incurred in carrying out your work will also be added to the account including outgoing foreign telephone calls, fax transmissions, photocopying, specific travelling, hotel and restaurant expenses, courier and bank charges.
- 6.7. Taxes payable, such as stamp duty and fees incurred including those of Counsel, enquiry agents/process servers and the Court are also payable by you. As we are directly responsible for the fees incurred on your transactions, payment of them in full will be required in advance.
- 6.8. Our fees are payable as set out above even if the proposed transaction is not completed.
- 6.9. VAT will be charged where applicable on fees and expenses at the appropriate rate.
- 6.10. Subject to the above our hourly rate for our legal staff are as follows:
- Principal - £325.00
 - Senior Solicitor - £275.00
 - Solicitors - £225.00
 - Trainee Solicitors £175.00
- 6.11. Letters sent out on your behalf and routine calls made or received are charged at a notional rate of 6 minutes of your solicitor's time (1 unit).
- 7. Payment of fees**
- 7.1. Subject to paragraph 7.2 our account is payable within 14 days of it being delivered and it is preferred that such payment is made by bank transfer to our client account, details below. It is imperative that you mark any bank transaction clearly to include our reference and your full name:
- Metro Bank, One Southampton Row, London WC1B 5HA
Client Account no: 32729363 Sort Code: 23-05-80
- 7.2. In property matters and other capital transactions, unless previously agreed:
- 7.2.1. fully cleared funds, including fees, VAT and expenses, will be required in our account before completion of a transaction: and
- 7.2.2. fees, VAT, expenses and any other monies due to us from you on any account will be deducted by us from money held in our client account on your behalf.
- 7.3. We may periodically invoice you for fees and expenses even though the work is not completed. We will usually invoice you every 3 months, unless the work is completed within that time or circumstances or the amount due are such that we consider another billing basis more appropriate.
- 7.4. It is standard practice that we ask all our clients for a payment on account of anticipated costs and expenses, including Counsel's and other fees which are required before any work is undertaken.
- 7.5. If any requests for payment on account or settlement of an interim account are not met on time, we are entitled to cease further work on that matter and any other matter being handled by us for you. In such circumstances, we accept no liability for the effects of delays.
- 7.6. We are entitled to charge interest on any amounts unpaid after one month from the issue of our account or request for payment of expenses, if earlier, pursuant to the Late Payment of Commercial Debts Act 2002.
- 7.7. You the undersigned agree that you will personally indemnify us for all our fees including VAT and expenses for all work carried out by us for your company.

8. Interest

We will account to you for any interest earned on your cleared funds held by us at the rate paid to us by our bank on this balance provided the total interest accruing exceeds the sum of £20 as recommended by the Solicitors Regulation Authority.

9. Lien

9.1. Notwithstanding any other rights or remedies under these terms or otherwise, we have general and particular lien over any of your property, including without limitation deeds, documents and papers, coming into our possession or control or that of our agents for all amounts and liabilities whatsoever due or becoming due to us from you.

9.2. If we in our absolute discretion agree to permit you to use any of your property referred to in paragraph 9.1 at a time when there are amounts due to us from you, you will hold such property subject to our lien and will return it to our possession immediately upon our notice to you requiring the return of such property.

9.3. We may enforce our lien under paragraph 9.1 by the sale by auction or private sale of all or any part of your property, including part of an individual item, in our possession.

10. Files and documents

10.1. Documents may be retained in storage on your behalf for a reasonable period. If you wish to ensure retention of papers, you should make specific arrangements with us. Where you request documents to be sent to you or a person authorised by you, we are entitled to make a reasonable charge to reflect the handling costs and time involved.

10.2. The copyright in all original documents prepared by us and in our publications and practice notes is and will remain our property.

11. Comments and Complaints

We are committed to providing a high quality legal service to all our clients. However if you want to make a comment or a complaint about the service you have received from Baron Grey solicitors this firm operated a complaints procedure.

Any complaint you have will be dealt with under this procedure, a copy of which is available on request from our office.

If you continue to be dissatisfied when we have completed our investigation you can contact the Legal Ombudsman Service by post, telephone, fax or email via their website.

12. Anti-Discrimination Policy

Baron Grey Solicitors operates an anti-discrimination policy. We are committed to eliminating discrimination and promoting equality and diversity. A copy of the policy is available from our office on request.

13. Liability

13.1. We will only be liable to you and not to any third party. We may wish to restrict our liability to you in specified circumstances in which case we will notify you in writing and bring it to your reasonable attention.

13.2. We will not be liable for advice given or documents prepared relating to particular circumstances or for a particular transaction if such advice or documents are used without our consent in other circumstances or for another transaction.

13.3. One such specified circumstance in which we wish to restrict our liability to you is in relation to any money funds held in our client account which is lost as result of any insolvency nationalisation collapse partly or wholly or otherwise of any bank or other financial institution regulated by the Financial Services Authority

13.4. In the event of clause 13.3 coming into effect we wish to limit all claims against us to the amount you will be eligible to under the Financial Services Authority's Depositors' Compensation Scheme

13.5. The limitation of our liability under 13.3 & 13.4 does not limit or exclude our liability in respect of any undertakings made by us.

14. Confidentiality

Any correspondence or reports prepared on your behalf are confidential as between us, unless otherwise clearly agreed or implied by the circumstances.

15. Data protection

15.1. As you would expect, your details are kept on a computer. Some of this information (e.g., name, address and interests) is used so that we can send you information about us and our services.

15.2. None of the information that we hold on computer will be disclosed to third parties except in the ordinary course of acting for you or if required by law.

15.3. If you do not wish to receive information about us and our service, you should notify Mr Hambleton-Grey who will ensure that your name is removed from our database for this purpose.

16. Ending your Instructions

16.1. You can end your instructions to us at any time by doing so in writing.

16.2. If for any reason we have to cease acting for you we will give you reasonable notice.

- 16.3. If the retainer between us is terminated under 16.1 or 16.2 above we reserve the right to render an invoice for work already covered by us on your behalf.
- 16.4. Pursuant to Consumer Protection legislation you have the right to cancel this Agreement and must do so within 14 days of the date of this Agreement.
- 16.5. There are occasions when there is an individual acting for purposes which are outside your business and pursuant to The Consumer Contract (Information, Cancellation and Additional Payments) Regulations Act 2013 may be applicable. Accordingly if so you have the right to cancel without charge at any time within 14 days of acceptance of our Terms of Business and you must notify us of your decision to do so.
- 16.6. You may wish to exercise your right to cancel even if we have begun to provide you the services but in that instance we will be entitled to make a charge for the work already done on your behalf.

17. Applicable law and jurisdiction

These terms and any contract between us and you will be governed by The Law of England and Wales. We and you submit to non-exclusive jurisdiction of The Courts of England and Wales in respect of claims brought by us and to the exclusive jurisdiction of such courts in respect of claims brought against us. You can obtain a copy of the Solicitors Handbook from the Solicitors Regulation Authority at www.sra.org.uk/solicitors/handbook

I accept your above Terms of Business on behalf of

Ltd

as Director/Secretary and personally by way of indemnity

Dated: