

TERMS & CONDITIONS OF BUSINESS FOR FYLDE LAW

1. Acknowledgement of Terms

We will not start work on your matter, except in the most urgent cases, until we receive acceptance of these terms from you, which will be treated as your consent to start work.

Your continuing instructions will amount to your acceptance of these terms and conditions of business as amplified or amended by the terms of our opening letter to you (our "Client Care Letter")

Unless otherwise agreed these terms will apply to any future instructions you give us.

Unless advised otherwise, we will assume that we are authorised to accept instructions from any person who we reasonably believe to have your authority to give us instructions (for example a wife on behalf of a husband and vice versa in a joint transaction) and that we may act on instructions given orally.

2. People Responsible for your Work

These people are named in our Client Care Letter.

We realise that it is important not to change the people who are handling your work but sometimes this cannot be avoided. If a change is necessary we will inform you promptly of the reason and who will take responsibility for your work.

3. Scope of Work

We will provide you with legal advice and assistance at all stages of the transaction. We will review the matter regularly and we will notify you of the various options available to you as the matter progresses.

In return, we would ask that you deal promptly and accurately with any requests we may make and provide us with such information and documentation as we may reasonably require from time to time.

4. Charges, Expenses & VAT

Our Client Care Letter will include confirmation of anticipated fees and disbursements to cover the expected work involved in the proposed transaction.

We will inform you if any additional work becomes necessary due to unforeseen complexities or change in your requirements or circumstances. We will confirm to you the charges for such work before incurring extra costs. Please note that extra charges may accordingly apply even where a fixed fee has been agreed.

In due course we will send you an invoice and statement showing all our charges and expenses payment of which is required by the date set for completion. If sufficient funds are available at completion and we have sent you an invoice and completion statement, we will deduct monies due from such funds on completion. If we do not hold cleared funds to cover monies due under our invoice/statement immediately prior to the proposed completion date, we reserve the right to suspend working on your matter. We will notify you if that becomes necessary.

Please remember that this firm does not accept payment in cash under any circumstances and that if you have any query over our invoice/statement you should contact the person dealing with your work straight away. 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.

5. Commission

In the event that we become entitled to commission from a third party in excess of £20 (£0 in regulated matters) during the course of the transaction, we will write to you to obtain your agreement to our retaining the commission. For example this might occur in the unlikely event that it is necessary to obtain a defective title insurance policy to support your title and the insurer may pay a commission to

us for placing the policy with it.

6. Interest

Any money received on your behalf will be held in a Client Account in accordance with the SRA Accounts Rules 2011, unless otherwise instructed by you, in writing.

Interest earned on funds held on our General Client Account will be calculated and paid to you at a rate not greater than that payable on the Lloyds Bank plc Designated Deposit Client Account, subject to a de minimis of £20.

The period for which interest will be paid, will normally run from the date(s) on which funds received by us until the date(s) of issue of any cheque(s) from our Client Account. Clients should note that monies held on a general client account may achieve an interest rate somewhat lower than other personal accounts, and reflects the immediate access facility.

Subject to the amount, purpose and/or period of time held, all interest earned on funds held in a Designated Deposit Client Account will be paid to you by way of credit at the bank directly to the account during the period it is operated. The rate given will be determined by the bank.

Where a client obtains borrowing from a lender in a property transaction we will ask the lender to arrange that the loan cheque is received by us a minimum of 4 working days prior to the completion date. If the money can be telegraphed, we will request that we receive it the day before completion. This will enable us to ensure the necessary funds are available in time for completion. Such clients need to be aware that the lender may charge interest from the date of issue of their loan cheque or the telegraphing of the payment.

Should you wish to contract out of our interest policy and receive no interest due on funds held in our Client account, possibly due to tax position or religious beliefs, we would require you to acknowledge your understanding that this may not be in your best interests and confirm your instruction in writing.

We operate Client accounts at Lloyds Bank plc. In the unlikely event of the bank's failure, the Financial Services Compensation Scheme (FSCS) will repay individual clients up to a maximum of £85,000.00. Should you hold other personal funds at Lloyds Bank plc, the limit applies to your total holding. Certain institutions trade under more than one brand name – you can check at your branch. Should the situation arise, we would ask for your agreement to disclose certain details to the FSCS

7. Storage of Papers and Deeds

Upon receiving payment in respect of our final invoice, our policy is to store your file without cost to you for a minimum period of six years, after which it will automatically be destroyed. "Store" means either (at our option) the simple storage of any paper on the file or scanning that paper and retaining it electronically (and destroying the paper immediately thereafter). Information gathered electronically in the course of the transaction will continue to be so stored.

By instructing us to act on your behalf, you thereby expressly consent to us destroying your file as set out above unless you notify us otherwise.

If you do not want your file to be destroyed after completion of your matter, you may collect your file from us provided you notify us in writing before or at the time of making payment of our final invoice, or you may ask us to retain the entire file for a specified period beyond the minimum retention period upon payment of a sum in respect of reasonable storage charges (details available upon request).

If you require a copy of any document after completion of your matter, we reserve the right to make a modest charge for its retrieval and supply.

Naturally we will not destroy documents which you have asked us to retain in safe custody.

8. Liabilities

Any work that we do for you may involve tax implications or necessitate the consideration of tax planning strategies. Unless very specifically contained within the scope of work (paragraph 3), we will not advise

you on the tax implications of a transaction or the likelihood of them arising. If you have concerns in this respect, please raise them with us immediately.

We will not be liable to you for any loss, damage or delay arising out of the firm's compliance with any statutory or regulatory requirement. Equally, 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.

Our liability in the event of a professional negligence claim against this matter is limited to £3000000.00, provided that our liability shall not be limited in relation to any matter for which we are unable to limit our liability by law such as death or personal injury caused by our negligence.

In these times of financial uncertainty, we will take reasonable action to protect funds held in our client account. However, we advise you that provided we deal with such funds in accordance with the Solicitors Accounts Rules, we accept no liability to repay money lost through a failure or collapse of any banking institution.

9. Termination

You have the right to withdraw your instructions, without charge, by notice in writing to us at any time within seven working days of us receiving your instructions. Please note that this right will cease if we start work within that time with your consent (see paragraph 1 above).

You may terminate your instructions to us in writing at any time but we are entitled to keep all your papers and documents while any money is owing to us for fees or expenses.

We may decide to stop acting for you, with good reason (e.g. if you do not pay an invoice or comply with our request for payment on account or there is a conflict of interest). We will give you reasonable notice that we will stop acting for you.

If our instructions are terminated or we decide we must stop acting for you, you will pay our reasonable charges up to that point. Where there is an agreed fee, it will be a proportion.

10. Raising Queries or Concerns

We aim to give you a high quality service. However, as mentioned in our Client Care Letter, if you do have any queries or concerns about our work for you (including billing related matters) then please take the matter up immediately first with Kevin Looby. If that does not resolve the problem to your satisfaction or you would prefer not to speak to Kevin Looby, then please take it up with Gary McNulty. That person will supply you with a copy of our Complaints Handling Procedure which will include details of your right to take the matter to the Legal Ombudsman* if you are not satisfied with the outcome. A copy of our Procedure is available now and at any time on request.

*In relation to complaint re billing please note (i) you also may have a right to apply to the Court for an assessment under Part III of the Solicitors Act 1974 and (ii) if all or part of the bill remains unpaid, the firm may be entitled to charge interest.

11. Insurance Mediation

We are regulated by the Solicitors Regulation Authority in connection with this type of work and we only carry out insurance distribution activities which are not prohibited by the SRA Financial Services (Scope Rules) 2001.

We are an insurance intermediary not an insurer and as such we cannot manufacture insurance products.

We do not provide a personal recommendation in respect of insurance products offered.

We act for you and not for the insurer.

12. Email Communication

Please note that we do not currently encrypt our outgoing email messages. If you provide us with an

email address, we assume that you are happy for us to communicate with you via email. If you do not wish us to store your emails, please do not correspond with us by email.

13. Data Protection

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, data protection law and our duty of confidentiality.

Please note that our work for you may require us to pass on such information to third parties such as expert witnesses and other professional advisers, including sometimes advisers appointed by another party to your matter. We may also give such information to others who perform services for us, such as typing or photocopying. Our practice may be audited or checked by our accountants or our regulator, or by other organisations. We do not normally copy such information to anyone outside the European Economic Area, however we may do so however when the particular circumstances of your matter so require. All such third parties are required to maintain confidentiality in relation to your files.

You have a right of access under data protection law to the personal data that we hold about you. We seek to keep that personal data correct and up to date. You should let us know if you believe the information we hold about you needs to be corrected or updated.

The person responsible for data protection in this firm is Gary McAnulty

Data Protection in Respect of Money Laundering Checks

We may receive personal data from you for the purposes of our money laundering checks, such as a copy of your passport. These will be processed only for the purposes of preventing money laundering and terrorist financing, or as otherwise permitted by law or with your express consent.

You consent to us retaining such data for longer than the five year statutory period, unless you tell us otherwise

Data Protection – Your Obligations

If you send us personal data about anyone other than yourself you will ensure you have any appropriate consents and notices in place to enable you to transfer that personal data to us, and so that we may use it for the purposes for which you provide it to us.

14. Equality and Diversity

This firm 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.

15. Miscellaneous Terms

Where you the client are an individual consumer only: your statutory rights are not affected by any of these terms and conditions. Further information on your statutory rights can be obtained from any Solicitor, Trading Standards Office or Citizens Advice Bureau

In accordance with the disclosure requirements of The Provision of Services Regulations 2009, our professional indemnity insurer is AM Trust Europe Ltd.

The territorial coverage of our policy is Worldwide.

You have the right to use copies of materials we create for you for the particular purpose for which they were prepared. However, all copyright remains with us and you must obtain our permission if you wish to use copies of these materials for any other purposes.

This firm's services are provided solely for your benefit as our client, and our terms of business are enforceable only by you and us, and not by any third party. This firm has no duty to or responsibility towards any other person (unless that person is also a client of ours), even if the objective of your instructions is to benefit a third party.

If any provision of these terms of business is invalid or unenforceable for any reason, that shall not affect the remainder of our agreement with you.

These terms of business are governed by English Law, and any dispute between you and us shall be subject to the exclusive jurisdiction of the English courts.

16. Investment Advice

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

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 a designated professional body for the purpose of the Financial Services and Markets Act 2000. For example, in relation to a proposed mortgage we will explain the principal terms of the Mortgage Deed but we will not advise on the financial product you have chosen and you must reply on other advisors in that connection, not ourselves.

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 investment advice you receive from us, you should raise your concerns with either of those bodies.