
TERMS OF BUSINESS

In accordance with our professional rules we are obliged to inform our clients in writing of the basis on which we provide our services, making it clear from the outset what you, as our client, and us, as your legal representatives, can expect in various circumstances. These terms will not limit our professional duty as lawyers to safeguard your interests and to provide proper legal advice. *Please read the following terms carefully and confirm your acceptance by signing and returning the duplicate enclosed.*

FEES, DISBURSEMENTS and OTHER COSTS

Our estimate of fees is based on the information that you have given us. In some cases however, you may decide that it is in your best interests to make significant changes to your will, for example by setting up a separate trust; or you may also wish to discuss powers of attorney in addition to your will. If additional work is required and we have not already discussed the costs with you, then we would of course advise you of the increase in fees before proceeding. If you disagree with the change in fees, you should write to us promptly with your reasons.

ABORTIVE WORK

In the event that the transaction did not proceed, for whatever reason, we reserve the right to make a charge for the abortive work and any sums we have paid out on your behalf (if any). The charge will reflect the amount of work done and the time taken and it will be based on a proportion of the estimated fee (in proportion to how much work has been done).

CLEARED FUNDS and PAYMENT OF BILLS

If you give us a cheque in payment of our fees and/or any other costs expended on your behalf, please note that in some cases the cheque can take up to **10 working days** to clear through the banking system. If clearance is delayed because you submit the funds too late, or by inappropriate means, we will not be held liable for any loss that may arise from this, for as long as your funds remain uncleared.

INTEREST ON MONEY HELD

Unless it is agreed to the contrary in writing, we are not required to account to you for interest that accrues or might accrue on any money that we receive from you or on your behalf. Your acceptance of these terms is considered to be an agreement to this effect.

PROOF OF IDENTITY

We must by law obtain sufficient evidence of your identity and your address. Please help us to do so by giving us the information and documentation we ask for. We will be unable to proceed with your transaction until this has been provided.

CONFIDENTIALITY

As lawyers, we are under a general professional and legal obligation to keep your affairs confidential. However, we are required by current legislation to make a report to the Serious Organised Crime Agency (SOCA) where we know or suspect that a transaction involves Money Laundering or Terrorist financing. By instructing us to act on your behalf in accordance with these terms of business you give us irrevocable authority to make a disclosure to SOCA if we consider it appropriate. You agree that this authority overrides any confidentiality or entitlement to legal professional privilege. We shall be unable to tell you if we have made a report.

CEASING TO ACT

In rare cases, a problem may arise such as a breakdown in the relationship of trust and mutual respect between this firm and you, as our client, or where we cannot reasonably obtain instructions. If this situation arises then we can, on giving you reasonable notice and a full explanation, decline to act and ask you to appoint another lawyer. If we cease to act for you in these circumstances then we shall prepare and send to you an invoice for the legal work carried out to date including all disbursements (if any) expended on your behalf.

CLIENT CARE

This practice has the benefit of professional liability insurance with ACE European Group Limited and WR Berkley Insurance (Europe) Limited who may be contacted through their brokers Prime Professions Limited of 155 Fenchurch Street, London EC3M 6AL. We are regulated by the Council for Licensed Conveyancers ('the CLC').

COMPLAINTS

If you are unhappy with any aspect of the service provided by us, please bring it to our attention without delay and we can then take the appropriate action. You should write in the first instance to Mary Hoffman at:- Hoffman Male, Regus House, Windmill Hill Business Park, Whitehill Way, Swindon SN5 6QR – Tel: 01793 538198.

Once we have received your complaint we will write to you within 7 days to explain how this will be investigated, if a complete response has not been given to you by that time. You will be told the latest date by which a complete answer will be given to you (this should be no more than 28 days after we received your complaint). If you have made a complaint verbally –either at a meeting or on the telephone – we will set out, in our full response, our understanding of the nature of your complaint.

The assessment of the complaint will be based upon a sufficient and impartial investigation. We will explain in writing our findings, and where the complaint is upheld, we will offer remedial action or redress. This will be dealt with promptly. If after following the review process you remain dissatisfied with any aspect of our handling of your complaint, you may contact directly the Legal Ombudsman to ask them to consider your complaint further:-

Legal Ombudsman, PO Box 15870, Birmingham B30 9EB

Tel: 0300 555 0333

enquiries@legalombudsman.org.uk/enquiries@officeforlegalcomplaints.org.uk

www.officeforlegalcomplaints.org.uk/<http://www.legalombudsman.org.uk>.

Unless it agrees there are good reasons not to do so, the Legal Ombudsman will expect you in the first instance to allow us to consider and respond to your complaint in accordance with the procedure set out above. You can refer your complaint to the Legal Ombudsman up to 6 months

after you have received our final written response (or within 12 months of you discovering a problem, whichever is the later). You can also refer your complaint to the Legal Ombudsman if we have not resolved your complaint within 8 weeks after we received it.

The Legal Ombudsman deals with service-related complaints only; it will refer any conduct-related complaints it receives to the 'CLC' at 16 Glebe Road, Chelmsford CM1 1QG (www.conveyancer.org.uk).

If you make a valid claim against us for a loss arising out of work for which we are legally responsible, and we are unable to meet our liability in full, you may be entitled to claim from the Compensation Fund administered by the 'CLC' (from whom details can be obtained).

SATURDAY OPENING TIMES

We know how difficult it can be for you to find the time to come in and see us during the week, particularly if you have to ask for time off work or because you have other commitments. For your convenience we are now available (by appointment) Saturday 9.00am -1.00 pm (excluding bank holiday weekends).

PLEASE COMPLETE THE FOLLOWING (if there is more than one client, all must complete and sign below)

I/We accept the above terms of business

| FULL NAME(S) OF CLIENTS (in capitals please) | SIGNATURE of CLIENT(S) | DATE |
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