

Gordons Partnership LLP

SOLICITORS

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Terms of Business

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1 Introduction

Thank you for appointing Gordons Partnership LLP ("Gordons"). These terms of business set out the basis on which we will provide legal services to you.

2 Our Appointment

Having appointed us to act for you in relation to a particular piece of legal work, you are authorising us to take all measures that we believe appropriate to protect your interests unless you instruct us specifically to the contrary and to incur reasonable expenses on your behalf.

3 Proof of Identity and Money Laundering

Solicitors' practices are required to comply with applicable money laundering legislation in the United Kingdom, namely the Proceeds of Crime Act 2002 and the Money Laundering Regulations 2007. This means that we are under a duty to obtain satisfactory evidence of the identity of all clients.

You will be requested to provide certain documents that will prove your identity. We have a legal obligation in certain circumstances to disclose information to the Serious Organised Crime Agency without reference to you.

4 Who can instruct us

When we first discuss your case with you we will ask you to confirm from whom we may accept oral and/or written instructions. We will accept instructions from those individuals and we shall be entitled to assume that he/she/they have the proper authority to instruct us.

5 Providing us with Full Information

It is important that complete and accurate information is made available to us, so that we can deal efficiently with your affairs.

The amount of time spent on a matter, and hence how much we charge, may be influenced by the manner in which you respond to our requests for information. Timely provision of up to date information will help us to spend less time on your matter and will save you costs.

In litigation matters, it may be necessary for us to provide full disclosure of relevant documents even before proceedings are started. Failure to do this may result in you being penalised and having to pay costs to your opponent(s). Therefore, please make sure from the outset that you let us have copies of all documents that affect your particular matter and details of any relevant conversations or developments.

At other times in the conduct of litigation it may be that we need to take your instructions urgently, e.g. to take statements or to respond to requests from the other side for information. You might also be required to attend Court; sometimes with only limited notice. It is essential that you make yourself available to assist us or to provide us with information we seek, as a failure to do so might result in the award of costs against you, even if you are successful in your claim.

6 Calculating our Fees

We are willing to consider many different ways of charging fees. These include fixed fees, fees subject to a fee limit, percentage fees based on the value of the transaction, retainer fees or fees calculated by reference to hourly rates.

However, unless we have specified another fee structure, we will charge fees primarily by reference to the amount of time spent by us on your work, but we will also take into account all relevant factors (such as the complexity and value of the matter) in accordance with rules applicable to all solicitors.

Our hourly charge-out rates are available on request and are reviewed in January each year. We will notify you of any change in our charge-out rates whilst a matter is proceeding.

Any estimates we give are a guide to assist you in budgeting, but should not be seen as a definitive quotation unless this is specifically agreed in writing. Any special fee (such as a fixed or capped fee) agreed for a matter will not cover additional work not identified when the arrangement was agreed.

In some types of work we may be willing to agree a fee structure which depends on the outcome. We are not generally able to do this for litigation.

You may agree with us an upper limit for the fees and expenses that may be incurred by us without further authority in a particular case. This means that you must pay those incurred up to the agreed limit without our needing to refer to you further. Depending on the nature of the work, it may be necessary to review that upper limit with you as the case or transaction progresses.

7 Payments on account

There may be circumstances in which we will expect you to make payment to us on account of our fees and any expenses that are to be incurred in connection with our work. We will tell you in advance if this is the case.

Any money that you pay to us on account will be held in our client account and you will be entitled to interest on it to the extent that the interest would exceed £20. We will offset that money against our invoices, although our total fees and expenses may be greater than any advance payments.

We may also require you to pay for the services you receive on an interim basis as your instructions are carried out.

8 Expenses

Our fee estimates do not include any expenses or payments to third parties which we may have to incur on your behalf. These are known as "disbursements". Examples of disbursements are conveyancing searches, bank transfer fees, travel, photocopying expenses (other than routine copying), experts' (including costs draftsmen) and Counsels' fees. These will generally be billed at the same time as we invoice you for our fees, but we may choose to bill you earlier for these.

9 Value Added Tax

All quotations or estimates that we give may be subject to the addition of Value Added Tax. Most expenses that we pay on your behalf will also be subject to the addition of Value Added Tax. If our services are subject to Value Added Tax, you must indemnify us in full on demand for any interest, penalties or legal costs incurred as a result of any information you provide to us in relation to your Value Added Tax status not being correct.

10 Costs of Litigation

Liability for our Charges

Whatever the outcome of any case in which you may be involved, whether as Claimant or Defendant, you will be responsible for paying the invoices we render in respect of our charges.

Recovery from your Opponent

The Court has discretion as to the award of the "costs" of proceedings. The general rule is that the party which loses litigation will pay the winning party's costs. The Court must, however, take into account all the circumstances, including the conduct of all the parties, success on some or all of the issues, and any payments into court or any admissible offer. The conduct that may be taken into account includes compliance with pre-action protocols, the refusal to make full disclosure of documents or admissions, and any failure to negotiate or otherwise to comply with the overriding objectives of the Court (which now include saving expense and incurring expense proportionately to the issues involved).

The winning party's costs however are the costs which are agreed or allowed by the Court as between the parties. These may well be less than the winning party's solicitor is entitled to receive from their client. Thus, even if you are wholly successful, you may not be able to recover in full from your opponent the charges we may properly make to you.

If your opponent is legally aided you may not recover costs, even if you are successful. Even if your opponent is not legally aided, he may not be financially able to pay any costs awarded.

Payment of your Opponent's Costs

If you lose a case in Court or costs are awarded against you even where you win, you will normally be obliged to pay the agreed or assessed costs of your opponent in addition to meeting your liability to us for our charges for acting on your behalf.

11 Paying our Fees

Our invoices are payable no later than 30 days from the invoice date unless we have agreed with you otherwise in writing. If an account is not paid within that period, we reserve the right to charge interest on your account for that matter.

Where an account is overdue we are entitled to retain documents and papers belonging to you until our account is settled. We also reserve the right to cease working for you.

If instructions for a piece of work are given by more than one person or company, we may recover our fees, disbursements and Value Added Tax from any one or more of them.

If arrangements are made for a third party to pay any of our fees or disbursements, or a court orders a third party to pay any part of our fees or disbursements, you remain liable to pay them to the extent that the third party does not pay them when due.

If you have a query regarding an invoice, please contact the partner responsible for your matter to discuss the invoice. If you are unable to resolve your query with that partner, please ask to be referred to the partner responsible for client care (who will be named in the client care letter sent to you at the outset) and if necessary request a copy of our Complaints Procedure.

If your query still cannot be resolved, you have the right to complain to the Legal Ombudsman and/or to object to the invoice received by applying to the court for an assessment of the invoice under Part III of the Solicitors' Act 1974.

If a transaction or other matter does not proceed to completion, our fees (together with disbursements and any Value Added Tax) will still be payable.

12 Email

We communicate with many clients using normal, non-encrypted email. This form of email is not secure and there is a risk to you if we communicate confidential information to you in this way. We cannot accept liability for any communication which is intercepted or otherwise falls into the hands of those other than the intended recipient.

We will assume that we have your consent to communicate with you by this method, unless you advise us otherwise.

13 Legal Aid

It is the policy of this firm not to carry out legally aided work.

14 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 can carry on insurance mediation activity. This is broadly the advising on, selling and administration of insurance contracts as an incidental part of providing legal advice to you.

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 Authority 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 Ombudsman deals with complaints against lawyers. If you are unhappy with any insurance advice you receive from us, you should raise your concerns with either of those bodies.

15 Document storage

It is our policy to store files and papers relating to your matter for a minimum of seven years from the date the matter was completed. This does not apply to any papers that you ask to be returned to you. After seven years, we may dispose of them in accordance with the procedures recommended by the Law Society.

This policy does not apply to the storage of title documents, title deeds and other valuable documents which you specifically ask us to keep in safe custody.

If we retrieve papers or documents from storage in relation to continuing or new instructions to act in connection with your affairs, we will normally charge you for the cost to us of that retrieval. We may also make a charge based on time spent producing stored papers or documents to you or another at your request.

16 Termination

You may, except in relation to distance selling (see Consumer Protection (Distance Selling) Regulations 2000 below), terminate our engagement at any time on reasonable notice. To do so you should notify us and confirm the position in writing.

We reserve the right to terminate our engagement by you on notice to you which we will confirm in writing. However, we will only decide to stop acting for you with good reason, for example, if you do not pay a bill or comply with our request for a payment on account or you fail to give us the co-operation which we are reasonably entitled to expect. We must give you reasonable notice that we will stop acting for you.

All fees, disbursements and Value Added Tax up to the date of termination will be charged and become due.

If we are on record at a Court as acting for you in any proceedings the consent of the Court may be required before we can be removed. To that extent, your right to terminate our engagement may be restricted.

17 Confidentiality and Conflicts

We owe you a duty of confidentiality in respect of all information and documentation provided to us and we will take all reasonable steps to preserve this confidentiality both during an engagement and following completion.

Our duty of confidentiality to you is subject to certain exceptions, such as the requirement that we disclose certain information to the Serious Organised Crime Agency.

Conflicts between your interests and those of another client may arise. If there is a conflict of interest, we might have to cease acting for you. Conflicts may arise (amongst other reasons) because we have discovered information while acting for another client which we would normally be bound to disclose to you and potential disclosure to you conflicts with our duty to that other client.

If that happens we have the right to withhold that information and terminate our engagement. We may also cease to act in a particular matter for the other client involved. All fees, disbursements and Value Added Tax up to the date of termination will be charged and become due.

18 LLP Status

Gordons is a limited liability partnership ("LLP"). Legally, you receive advice from the LLP, not any member or employee of the LLP. That said, because it is hard to shake the habits of a professional lifetime, we refer to members of the LLP as "partners".

By engaging us, you agree that any liability arising out of or related to our engagement, or otherwise arising out of or related to the services to be provided to you, shall be a liability of the LLP and not of a partner, consultant or employee of the LLP. Accordingly, you agree that you will not bring any claim against a partner, consultant or employee of the LLP personally.

All correspondence and other communications sent to you in the performance of our services, whether signed by a partner, consultant or an employee, shall for all purposes be assumed to have been sent on behalf of the LLP. All references in this letter to "I", "we", "us" or "our" are references to the LLP and not to any individual partner, consultant or employee of the LLP.

19 Limitation of Liability

Our aggregate liability (in respect of breach of contract, breach of duty or negligence or otherwise) to you shall not exceed £1,000,000 in any event.

Our liability is also limited to that proportion of the loss or damage (including interest and costs) suffered by you, which is ascribed to us by a court of competent jurisdiction allocating proportionate responsibility to us having regard to the contribution to the loss and damage in question of any other person responsible and/or liable to you for such loss and damage (loss and damage having the same meaning as in the Civil Liability (Contribution) Act 1978).

For the purpose of assessing the contribution to the loss and damage in question of any other person pursuant to the preceding paragraph, no account shall be taken of any limit imposed on the amount of liability of such person by any agreement made before the loss and damage in question occurred.

This provision shall have no application to any liability for death or personal injury or any other liability which cannot lawfully be excluded or limited.

We will have no liability for any loss or damage suffered by you as a result of our inability to comply with your instructions to transfer monies because of bank insolvency or other inability of a bank to pay.

20 Services of Third Parties

When we are asked to recommend the services of a third party (such as a surveyor, trade mark agent, accountant or foreign lawyer) we always do so in good faith. However, no warranty is given in respect of the standing, ability or the quality of the services of a third party. We do not accept liability for that third party's services and you will have a contract with that third party, but

not with us in respect of that third party's goods or services. You will be responsible for the fees and expenses of that third party.

21 Disclosure

Our advice is provided to you and may not, without our prior written consent, be disclosed to any other party. You will not refer to us or our advice in any public document or communication without our prior written consent.

22 Data Protection Act

Under the terms of the Data Protection Act 1998, you are entitled to know how personal information that we hold about you may be used, and exercise certain options over that use. We will only use any such information for the purposes of providing legal services to you and administration.

23 Consumer Protection (Distance Selling) Regulations 2000

Where these Regulations apply to the work we undertake for you, by instructing us to carry out that work, you agree that we should commence that work on your behalf. You acknowledge that on our commencing that work you will be incurring fees attributable to that work. Because we will have commenced work at your request, you may not cancel your contract with us in relation to that work after it has begun and our fees for that work will be payable by you. Although we may try to complete a particular piece of work by a particular time, there is no maximum time limit for performance of our services.

24 Audit Enquiries

Should we receive requests, either directly from you, or from your accountants and/or auditors, for confirmation as to whether we are instructed on your behalf, our response will usually be addressed directly to you for onward transmission.

Such requests may require us to confirm whether any matters are of a litigious nature, whether any deeds or documents are retained by us on your behalf and also whether there are any outstanding bills owed by you to us or any work in progress at any given point in time.

We reserve the right to charge on a time basis for work undertaken in responding to such requests.

25 Tax Advice

Unless specifically agreed with you in writing in our retainer letter our advice to you will not extend to advice on the tax implications of the work which we are doing for you.

26 Small Accounting Balances

If at the end of the transaction there is less than £1 left on your ledger, we will move this to our charity ledger. Sometimes there are discrepancies with VAT calculations and a matter of pennies can be left.

27 English Law

All of our advice is given on the basis of the laws of England and Wales. To the extent we advise on documents governed by the laws of other jurisdictions, we will not be advising on any specific implications of the laws of those jurisdictions.

28 Problems

We are confident of providing a high quality legal service, but, even in the best-run businesses, problems occur from time to time. We believe that the effect of problems can be minimised if those involved communicate at an early stage. The first step if you believe there is a problem is to tell us, as we may be unaware of it. The next step is to discuss it, as a quick and economical solution can often be found if a problem is dealt with early enough.

If a problem exists, please notify the fee earner responsible for your matter. If the fee earner is unable to resolve the problem to your satisfaction, ask for a copy of our Complaints Procedure and ask to be referred to the partner responsible for client care as soon as possible so that the problem can be discussed and he or she can investigate.

If for any reason we are unable to resolve the problem between us, then the Legal Ombudsman provides complaints and redress mechanisms. The Legal Ombudsman can be contacted by telephone on 0300 555 0333 or by email to enquiries@legalombudsman.org.uk. Normally, you will need to bring a complaint to the Legal Ombudsman within six months of receiving a final written response from us about your complaint.

29 Agreement to Terms

Unless you confirm to us in writing that you are not prepared to accept these terms of business, you will be deemed to have accepted these terms and any variation of them.

30 General

These terms are governed by English law and any disputes arising in connection with these terms are subject to the exclusive jurisdiction of the English courts.

Our agreement with you is personal as between you and us and is not intended to confer any rights of enforcement on any third parties. The Contracts (Rights of Third Parties) Act 1999 shall not apply to our agreement with you.

31 Amendment to Terms

We may vary these terms from time to time. The latest version is posted on our website.

Last updated February 2012