

GODWINS
TERMS AND CONDITIONS OF BUSINESS

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1. The Contract between Us

Our Client Care Letter, these Terms, and any written amendments that we agree with you shall form the Contract. This Contract will be concluded:

- When you confirm that the provisions of our Client Care Letter are agreed; or
- When you give us any specific instructions to act on your behalf, request advice from us, or after you have received our Client Care Letter and you have raised no objections to their provisions.

2. Cooling off rights

Where we have not met with you in person, the Consumer Protection (Distance Selling) Regulations 2000 may apply to your matter, giving you the statutory rights to terminate our contract with you within a cooling off period of seven working days beginning with the day after the contract was concluded. The Regulations also say that we should complete our work within 30 days of the day after you asked us to work for you, unless otherwise agreed. In this respect, subject to any contrary term in our client care letter, our agreement with you is on the basis that we shall not be required to meet the 30 day deadline, given our services generally require more time to complete. Your acceptance of these terms constitutes agreement that we will not complete our work for you within 30 days.

The Cancellation of Contracts made in a Consumer's Home or Place of Work etc. Regulations 2008 may also apply where our contract with you was made away from our office. These Regulations give you the statutory right to terminate the contract within a cooling off period of seven days.

If either Regulations apply to our contract with you, we will send you a notice setting out your rights to cancel.

3. Work that is not included

Subject to our client care letter, or unless otherwise agreed to the contrary in writing, our advice shall not include advice on matters relating to:

- The laws of any jurisdiction other than England and Wales; or
- Taxes or duties (other than Stamp Duty); or
- Financial planning; or
- Accounting.

4. Instructions and authority

If you are a company, partnership or other organisation, we may accept instructions from anyone within your organisation unless you have written to us identifying which individuals we are to take instructions from.

When our contract with you is with more than one person, unless otherwise agreed in writing, we may:

- Accept instructions from any one of those persons on behalf of all; and
- Correspond with any one of those persons on behalf of all.

5. Evidence of Identity and Our Right to Cancel

The law requires Solicitors to obtain satisfactory evidence of the identity of their clients, where relevant, other beneficiaries to a transaction and, in some cases, the source of funds. This is a legal requirement on solicitors who deal with money and property on behalf of their clients, primarily to guard against them being used by persons wanting to launder money, which is a criminal offence. To comply with the law, we need to obtain evidence of your identity as soon as possible. Our practice is to obtain documentation from you to evidence your identity and address, as set out in our Client Care Letter. If you cannot provide us with the specific identification requested, please contact us as soon as possible to discuss other ways to verify your identity and/or authority to instruct us. If you cannot satisfy these requests promptly, we have the right to cancel the Contract immediately on giving written notice to you.

6. Confidentiality

We are under a professional and legal obligation to keep your affairs confidential. This obligation is, however, subject to a statutory exception, namely that all UK law firms are subject to reporting, disclosure and other requirements imposed by the UK regulators or laws, such as if it concerns HM Revenue and Customs, money-laundering, the proceeds of crime and terrorist financing. These requirements can override our usual duty of confidentiality to you. In addition, these requirements may oblige us to ask you to provide us with information that may be relevant for legal or regulatory purposes at any time. Any failure by you to provide any information of this sort shall entitle us to cancel our contract with you on giving immediate written notice to you.

We are required by law to make a disclosure to the Serious Organised Crime Agency where we know or suspect that a transaction may involve money laundering or terrorist financing. If we make a disclosure in relation to your matter, we are not able to tell you that a disclosure has been made and we may have to

In exceptional circumstances, for example where a child is at serious risk of harm, confidential information may have to be given to the appropriate authority.

7. Delegation of work

The individual named in our attached client care letter shall have primary responsibility for your work but may delegate appropriate parts of the work to our trainee or other staff acting under proper supervision. You will be assigned a Fee earner at the outset who will have overall responsibility for the work carried out for you.

If you instruct us in relation to issues that fall outside the range of work that is normally done by the named individuals in our attached client care letter, we may refer you to another fee earner within the firm who can assist you, subject to your agreement. In addition, we may from time to time consider it appropriate to instruct Counsel or experts, which we will discuss with you.

8. Disbursements and other costs

In addition to our fees, you shall also pay to us, with VAT if applicable:

- All disbursements we make or incur on your behalf;
- The costs of copying and scanning of documents;
- The cost of any foreign telephone calls that we make on your behalf;
- The cost of all travel and accommodation reasonably incurred by us.

We may require you at any time either to pay us sums in advance (a payment on account) of any disbursements or costs that we may have to incur, or to make any payments of this sort yourself direct to the provider in question.

We are professionally bound to pay barrister's fees once a barrister has been instructed on your behalf. We will obtain your prior agreement to the instruction of a barrister or any other third parties and we will ask you to make payments in advance to us to meet fees associated with their involvement.

9. Monies on account

We reserve the right to require you to pay one or more sums on account of our fees and/or any likely disbursements or costs at any time before and/or during the course of the work. Any sums we ask you to pay on account may include an element to reflect any VAT that may be chargeable. These sums will be held in your name in our client account.

From these sums, we shall be entitled to settle our invoices for fees, disbursements or costs after we have advised you of the fees, disbursements and costs in question. If it transpires that our invoiced amounts at the end of a matter are less than the sums that we are holding on account, we shall refund the balance to you.

10. Client money

We will hold any funds which you remit to us to be held on your behalf in our client account. We will only hold your money at a bank or building society where the monies are held at a branch (or head) office in England and Wales.

We currently have our client account at HSBC Bank Plc. We may subsequently open further client accounts at different banks and/or transfer client funds from time to time from one account to another. Whilst we monitor circumstances relating to our bankers and take such action we feel is necessary to protect our finances, we may not be liable to repay money lost through a banking failure. If you are acting in the capacity of a private individual or small business, you may be eligible to obtain compensation from the Financial Services Compensation Fund (FSCF) up to a maximum of £85,000 per person per authorised institution in the event of the bank failing. The compensation limit applies to one individual per failed entity, and so if you hold personal monies with the same bank (or member of a group to which it belongs), the limit remains at £85,000. If at any time you wish your funds to be held in a specific account or in any particular bank or in any other way you should advise us as soon as possible and confirm any such instruction in writing. We undertake no responsibility to advise you where or how your funds should be held.

Whilst money is held on our general client account, interest will accrue on these monies. The rate of interest payable will be based on the instant access account rate payable

from time to time by our bank.

We will not, however, account to you for interest where the cleared fund are held for 5 days or less or the calculated amount of interest is £20.00 or less.

11. Billing and payment

Subject to any special terms in our attached client care letter, billing frequency is at our discretion depending on such criteria as the nature of the matters on which we have been asked to act, the amount of our unbilled fees and the amount of time that is being spent on your matters. We generally invoice our clients on a quarterly basis and on completion of the transaction. Our invoices are payable in full upon receipt.

If any of our invoices are not paid within 28 days of their delivery to you:

- We may charge you interest on the outstanding amounts at the rate payable on judgment debts; and
- We have the right to suspend work on any matters on which you have asked us to act, or to cancel all or any of our contracts with you on giving you immediate written notice; and
- Where we are acting for you in a matter before a Court or Tribunal we have the right to apply to that Court or Tribunal to be taken off the record as your lawyers in relation to any legal matter in which we are representing you on giving you 7 days written notice.

Where our attached client care letter is addressed to more than one person, or where we have agreed with the addressee of our client care letter to act for another person as well, each of you shall be jointly and severally liable for our fees and disbursements and other costs, so that each of you is jointly responsible for ensuring that our bill is paid, and we can pursue all or any one of you for the whole amount that is due to us. This shall be the case regardless of any agreement you may have entered into with anyone else regarding the payment of our fees, disbursements, and other costs.

Our bills can be paid by cheque, bank transfer or card payment. Our policy is to only accept cash up to £500.00. 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 unless we are satisfied payment to a third party does not contravene any anti-money laundering laws or regulations.

12. Your Responsibilities

In order to carry out our services in a prompt, effective and professional manner, we shall require your full co-operation and assistance throughout the duration of our contract with you. This means that we expect to receive clear, timely and accurate

instructions from you and to be provided with documents promptly upon request. In litigation matters you are required by the Court Rules (the Civil Procedure Rules) to safeguard any documents which are likely to be required for disclosure and we will give you further guidance on the types of documents which you are obliged to disclose, as necessary.

13. Limitation of Liability

As Solicitors we are permitted to put a reasonable limit on our liability to our clients provided that:

- The limit on our liability is not below the minimum level of cover required by the Solicitors' Indemnity Rules; and
- We can only limit our liability to the extent that the law allows. In particular, we do not limit our liability for death or personal injury resulting from our negligence.

Our liability to you shall therefore be limited as follows:

- Irrespective of the legal grounds on which any claim against us is made, unless we expressly state a higher amount in our client care letter accompanying these terms, our liability and loss to you (including any liability for negligence other than for death or personal injury) shall be subject to an aggregate limit of £2 million for all claims and losses resulting from:
 - One act error or omission;
 - One series of related acts or omissions;
 - The same act or omission in a series of related matters or transactions;
 - Similar acts or omissions in a series of related matters or transactions.
- For the purposes of this clause, a claim against any one or more of our Partners, Assistant Solicitors and any other members of our staff (whether employees or not) arising from one matter or transaction, shall be regarded as a single claim against us and our liability to you shall be limited accordingly.
- 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.

14. Other Matters

We shall not be liable to you for any failure to provide our services caused by matters beyond our reasonable control.

15. Conflicts

We have the following rights to cancel our contract with you on giving immediate written notice:

- If our own interests conflict with yours; or
- If a conflict of interests arises between you and any of our other clients in relation to the same or related matters, or there is a significant risk that this might happen; or
- If any instructions you give us conflict with our professional duties or obligations as solicitors.

16. Termination

You may immediately terminate our contract with you in writing at any time if you wish us to stop acting for you. We may also cancel the contract:

- If we have good reason to do so on giving you reasonable written notice; or
- If we believe there are circumstances that justify an immediate cessation of the work that we are doing for you; or
- In the circumstances provided for in other clauses of these terms.

Circumstances that might justify our ceasing to act for you under the first two bullet points above would include a non-payment of any of our invoices, your failure to make any payment on account or to settle any disbursements or costs which we have requested, or your failure to give us the instructions that we might reasonably expect in relation to your matter(s).

In the event that we cancel our contract with you and cease acting for you, we shall be entitled to charge you a fee for all the time spent by us up to cancellation, and all the disbursements and costs we have incurred or may be liable for up to that point in time. If it is not possible to calculate our fee with reference to a quotation that we have given, our fee shall be calculated on the basis of our hourly rates.

17. Papers and Deeds

We are entitled to retain our files and any documents we are holding on your behalf until you have paid all our invoices (a lien). Unless you have already asked us to return any papers to you, we shall keep all files relating to your completed matters in storage for not less than:

- Conveyancing files - 12 years;
- Common law files - 6 years;
- Probate and administration whole estate wound up and distributed - 6 years;
- Matrimonial matters with no continuing obligation - 6 years;
- Company formation or similar matters - 12 years;
- Other matters at discretion - 6 years;

either in their original form or on some other retrievable medium. After the end of that period, those files will be destroyed, although this shall not apply to any original documents that you have specifically asked us in writing to keep in safe custody for you.

We do not normally make a charge for retrieving stored papers which relate to current matters, although we reserve the right to charge you for any time spent in retrieving papers relating to completed matters and for any time spent in reading the file, writing letters, or doing any other work at your request.

If you ask us to send any documents to anyone else, we shall not be liable for any loss or damage that occurs to those documents after they leave our possession. You should also note that, unless we believe it might be appropriate to do so we will not ordinarily make copies of any lengthy or bulky documentation which we send to anyone else, unless you specifically ask us to do so, and pay our copying charges.

18. Email, fax and information technology (IT) matters

Unless otherwise agreed, we may use conventional (unencrypted) email to communicate with you and anyone else that is involved in any matter on which you instruct us. You acknowledge that conventional email may present security risks in certain circumstances and you shall be taken to have accepted those risks unless you tell us not to use that means of communication.

If you would like us to use encrypted email for communication purposes you should notify us in writing. We will endeavour to do so, but this shall also be subject to us making the necessary arrangements with you and any other recipients.

If you do not want us to fax you at any fax number where we might ordinarily think you may be contactable, you must inform us of this in writing and provide us with any fax number(s) you wish us to use.

Please note that in order to protect the integrity and security of our IT systems, we may prohibit the receipt and opening of certain types of electronic files by our staff and you should note our internal IT procedures may also impose a delay on our ability to open and deal with certain types of electronic files.

Please also note that we may record and monitor telephone, fax and email communications that are made to or from our offices and staff for the purposes of the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000.

19. Recommendations

If we should recommend the services of anyone to you such as accountants, surveyors, trade mark and patent agents, foreign lawyers, or anyone else, we shall do so in good faith and this shall be the sole extent of our liability with regard to the recommendation in question.

20. Audits and audit enquiries

If we receive requests for information of an auditing nature from you, your accountants or auditors, we may address our response to you and we may charge you for the time spent in addressing these enquiries at our normal hourly rates.

External firms or organisations may conduct audit or quality checks on our firm to ensure compliance with mandatory requirements such as the regulatory standards and/or voluntary standards such as Lexcel or ISO 900. Such external firms or organisations are required to maintain confidentiality in relation to your files. We operate our own in-house file review process to ensure our own quality standards are adhered to and personnel involved in the review process are bound by the firm's confidentiality obligations.

21. Third party rights

Unless we specifically agree to the contrary in writing, we shall act only on your behalf in relation to the work that we do for you and the Contracts (Rights of Third Parties) Act 1999 shall not apply.

Any legal advice that we give you is for your own use only and we shall not be liable to anyone else in relation to that advice (including anyone that you pass or transmit it to) unless we expressly agree to be liable to the recipient(s) in writing.

22. Data protection

If you are a private individual we shall only use any personal data that we have relating to you for the following purposes:

- To identify you as a client of this firm, to confirm any information you have given us and to keep your records up to date;
- To provide you with legal services;
- To process any payments from you;
- To send you information regarding our products and services, including any products and services that we may supply in conjunction with anyone else, unless you ask us not to do so;
- For review and analysis in connection with the management of our practice;
- For legal and regulatory compliance; and
- For producing statistics and other information relating to our business, including statutory returns, providing this shall not identify you personally.

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. Except in certain circumstances, you have a right of access under data protection legislation to the personal data that we hold about you and you should ask us should you need to access this data.

23. Conveyancing Matters

In conveyancing matters when acting for you as a purchaser, we may also be acting for your proposed lender and as such we have a duty to fully reveal to your lender all relevant facts about the purchase and mortgage. This includes but is not limited to:

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

24. Cheques, bank transfers, cash paid and this firm

Please note that we will not accept cash payments exceeding £500.00 or a series of smaller payments exceeding this amount in total

Generally, we will not accept cheques drawn on another person's account or funds by way of transfer from a third party.

25. Equality and diversity

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

Signed:

Signed:

Date: