



Terms of Business and Information for Clients

1 Introduction

This document is intended to satisfy two objectives. First, we want all our clients to understand clearly the terms upon which we work. Secondly, it contains detailed information which the Solicitors Regulation Authority, the regulatory body for solicitors, requires all solicitors to provide to their clients. Its terms will, unless we notify you otherwise, apply to any other instructions you give to us.

We hope therefore, that you will forgive its length and read it carefully. Do please contact us immediately if anything in it is unclear or if you disagree with any parts of it.

In this document, “we” means Dawsons LLP, a limited liability partnership whose registered office is at 2 New Square, Lincoln’s Inn, London WC2A 3RZ and “you” means the client(s) to whom our letter of engagement which accompanies these terms is addressed. Unless otherwise agreed in writing, where there is more than one client, the obligations of each client to us shall be joint and several. The contract between us and you will be constituted by the terms of our letter of engagement and these terms of business. In the event of any conflict between the letter of engagement and these terms of business, the letter of engagement shall prevail.

Your attention is drawn to the limitation of our liability in paragraph 15 below.

2 Persons Responsible For Your Work

We will confirm in writing to you which partner is responsible for your matter. In many cases that partner will personally carry out most of the work. If the partner is supervising someone else who will carry out most of the work then we will notify you in writing of the name and status of that person.

In order to provide an efficient service some tasks may be delegated. A specialist may be involved in a particular aspect of your matter if appropriate.

We will try hard to avoid changing the persons who handle your work but if this cannot be avoided we will promptly let you know who will be dealing with the matter.

3 Charges and Expenses

For details of our charges and expenses in the case of litigation and contentious employment work, and in the case of matrimonial proceedings, please see the attached schedule.

Unless otherwise agreed in writing (for example, if a fixed or percentage fee is applicable), our charges will be based on a number of factors including the time spent in dealing with the matter, the complexity of the issues, the speed at which action must be taken, the expertise



or specialist knowledge that the matter requires and, if appropriate, the value of the property or subject matter involved (reflecting the importance of the matter and our responsibility). Time spent on your work would include meetings with you and perhaps others; any time spent travelling; considering, preparing and working on papers; research; correspondence; and making and receiving telephone calls and other incidentals.

We will supply details of our charging rates current at the start of your matter. We review the hourly rates from time to time. We will promptly notify you in writing of any increases in the rates. Routine letters that we write and routine telephone calls that we make or receive will be charged as units of one tenth of an hour. Other letters and calls will be charged on a time basis.

Normally factors other than time will influence the time to be spent on the matter and accordingly be adequately covered by our hourly charging rates. We will promptly notify you in writing if that is not the case with your matter (for example, if the matter becomes more complex than expected and a higher rate is needed to reflect that fact).

If a fixed or percentage fee is applicable, we will be entitled to charge for any unforeseen additional work that becomes necessary (for example, by virtue of unexpected difficulties or if your requirements or the circumstances significantly change). We will promptly notify you as soon as this becomes apparent and will inform you in writing of the estimated cost of the additional work before doing it.

If, for any reason, we do not complete the matter as intended then we will charge a proportionate fee according to the work done (as reflected in time spent) and expenses incurred. In particular, we will charge for time spent on an abortive proposed transaction (in addition to the fee for subsequently completing a transaction with another party).

We will add VAT to our charges at the appropriate rate from time to time in force. This will not apply to certain work for foreign-based clients.

There may also be expenses including any payments which we make on your behalf. Examples include stamp duty and Land Registry fees; barrister's fees; Court fees; travelling and substantial photocopying. We will confirm in writing to you which expenses are likely to be relevant, the estimated amounts and when they are likely to be payable. Expenses paid on your behalf from our money are called "disbursements".

VAT is payable on certain expenses.

Unless otherwise agreed in writing, where there is more than one client, the liability to pay our fees and disbursements shall be joint and several, so that we may require one or more of the clients to pay the whole of our fees and disbursements.

4 Estimates

Where our charges are to be based on time spent on your work, we will give you when possible written estimates of the likely overall charges at the outset and as your matter progresses and, where relevant, the amount of time likely to be spent in dealing with the matter. The estimates are not intended to be fixed but we will give you revised written estimates whenever practicable and update them at least every six months.



A separate figure will be given for charges that are payable by you for work to be carried out for another person such as a mortgage lender that is involved where you are purchasing a property.

It is sometimes appropriate for you to set an upper limit on charges agreed with us. You would then have to pay charges incurred up to the agreed limit without our needing to refer back to you. We will inform you as soon as it appears that the limit may be exceeded and we will not exceed the limit without first obtaining your consent.

5 Payments on account

It is normal practice to ask clients to pay sums of money from time to time on account of the charges and expenses which are expected in the following weeks or months. This helps to avoid delay in the progress of the matter. We may request payments on account for charges and expenses to be incurred as the matter progresses. We will offset any such payments against the relevant final bill, but it is important that you understand that your total charges and expenses may be greater than any advance payments.

Because of the obligations imposed on us by the Proceeds of Crime Act 2002 and the Money Laundering Regulations 2007 we will not be able to refund any payments made on account of our costs to anyone other than to the person who made the payment.

We will give you credit for interest that would be earned at our Bank on money held for you in accordance with the Solicitors' Accounts Rules from time to time in force.

We do not expect to be paid commissions but we will account to you if we do receive any in connection with your work.

6 Billing Arrangements

For details of our billing arrangements for litigation and contentious employment work please see the attached schedule.

Any special billing arrangements will be set out in our engagement letter or otherwise set out in writing. Except where otherwise agreed in writing, the arrangements will be as set out below.

Matters carried out within a short timescale (for example, giving you advice or normal conveyancing work): we will send you a bill for our charges and expenses, normally at the conclusion of the matter. If the matter is divided into stages or becomes protracted we may send you an interim bill for the relevant period.

Matters carried out over a period (for example, a company or business acquisition, corporate finance transaction or general portfolio management a work or development schemes): we will be entitled to send you an interim bill for our charges and expenses from time to time while the work is in progress, generally at the end of every month or three months. We will send a final bill after completion of the matter or, where applicable, after each stage of the matter.

Matters of a continuing nature (for example, trust administration): we will send you a final bill for each period, generally at the end of every three months.



If we are carrying out work for a mortgage lender in respect of your matter we will also send you a copy of our bill for that work, payable by you.

If you have any query about a bill, you should contact us straight away.

Subject to what is said below, bills are due when delivered.

Where we will hold sufficient funds (for example, on completion of a corporate or conveyancing transaction) and we have delivered our bill we will usually deduct our charges and expenses from those funds. We reserve the right to require completion funds to be paid through our client account where our work includes attending to completion.

Payment of our bills is due on delivery. We reserve the right to charge you interest on any amount outstanding for more than one month at the rate payable on judgment debts (currently 8% per annum) from one month after delivery until payment.

7 Third party costs

You may be responsible for charges and expenses of other persons, whether or not the matter is completed. For example, a mortgage lender will charge for production of title documents and a landlord will charge for considering whether to grant consent where required under the terms of a lease. We will try to identify the likely amounts involved if this applies to your matter.

For details of the position concerning your possible responsibility for costs of others in litigation, contentious employment work or matrimonial proceedings, please see the attached schedule.

8 Financial Services

As we are regulated by the Solicitors Regulation Authority, we are able to provide a limited range of investment services where these are closely associated with the legal work we are undertaking for you. If during this transaction you require advice on investments, we may need to refer you to a firm which is authorised by the Financial Services Authority, as, like most solicitors, we are not authorised by them. However, we are included on the register maintained by the Financial Services Authority so that we can carry on insurance mediation activity, which is broadly the advising on, selling and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by Solicitors Regulation Authority. The register can be accessed via the Financial Services Authority website at www.fsa.gov.uk/register.



9 Tax Advice

Any work that we do for you may involve tax implications or necessitate the consideration of tax planning strategies. The person dealing with the work may not be qualified to advise you on the tax implications of a transaction that you ask us to carry out nor on the likelihood of them arising. If you have concerns in this respect, please raise them with us immediately. Some of our lawyers would normally be able to undertake the necessary research to resolve the issue, should you instruct us to advise on the tax position. We will also be glad to liaise with your accountants if you want us to provide information so that they may give you tax advice.

10 Storage Of Papers And Deeds

We operate a safe custody service for Wills, title deeds and other important documents deposited by clients. No charge is made for storage.

Other documents (including our file of papers and any old pre-registration title documents) will be stored by us for six years, apart from those which you ask to be given to you. We will keep these on the understanding that we have the authority to destroy them following the expiration of six years from the date of the last bill we send you for this matter. We will not destroy Wills or title deeds nor any other documents you ask us to deposit 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 not normally charge for such retrieval. However, we may make a charge based on time spent producing stored papers or documents either to you or to another person at your request. We may also charge for reading or for correspondence or other work necessary to comply with the instructions given by you or on your behalf.

Where we are acting for a mortgage lender in respect of your matter we must disclose information to it and we must retain or produce papers and documents in accordance with its instructions.

After completing the work, we are entitled to keep all your papers and documents while there is money owing to us for our charges and expenses. This also applies if you or we decide that we will no longer act for you.

11 Money Held By Us On Your Behalf And Commissions Received

We will give you credit for interest that would be earned at our Bank on money held for you in accordance with the Solicitors' Accounts Rules.

We do not expect to be paid commissions but we will account to you if we do receive any in connection with your work.



12 Data Protection Act 1998

We are required to advise you that your particulars are held on our database. We may, from time to time, use these particulars in order to send you information which we think might be of interest to you. We reserve the right to carry out a credit reference enquiry in respect of you where we think this is appropriate and by accepting these terms you are signifying your consent to our making such checks as and when we consider it necessary.

13 Money laundering and terrorist financing

Because of the obligations imposed on us by the Terrorism Act 2000, the Proceeds of Crime Act 2002 and the Money Laundering Regulations 2007, we are now required to verify our clients' identities, and their addresses and to understand your objectives in instructing us. We also have to be able to demonstrate, if required by the appropriate authorities, that we have done so.. Therefore before we can accept your instructions we will need evidence of your identity and your address. This means that we will normally need to inspect and take copies of (usually) your passport or other suitable photo ID documentation, and of a recent utility bill addressed to you at your current address within the last three months or other suitable evidence of your address. In some cases, we may need further information from you, in which case we will let you know.

In the case of companies and other corporate entities, trusts and other legal structures corporate clients, we are also required to obtain information about the control and ownership of such entities, and we will notify you of any further information we may need you to provide.

Please note that we may not be able to proceed with your work unless and until we are satisfied that the requirements imposed on us under these Regulations have been dealt with.

We reserve the right to use online information services to assist us in complying with our duties under these Regulations. This may save us having to trouble you with requests for information any more often than is necessary. By accepting these terms, therefore, to the extent that your agreement may be required you are signifying your consent to our making such checks as and when we consider it appropriate.

In addition we may need to make enquiries to obtain confirmation of the source of any funds required in connection with any transaction or matter, particularly where these originate from an overseas source, together with such further information and additional documentation as we may need so that we can be satisfied that the transaction or matter does not involve money laundering (which is defined widely in UK law to cover the proceeds of any criminal activity, including (for example) the proceeds of tax evasion or failure to comply with regulatory requirements) or terrorist financing.

We are now also obliged by the same regulations to report to the relevant government authorities any knowledge or suspicion of conduct which might give us reasonable grounds to suspect money laundering or terrorist financing. This is a statutory obligation and if we do have to make such a report we may be prevented by law from telling you that we are proposing to do so or have done so.



14 Consumer Protection (Distance Selling) Regulations 2000

Under the Consumer Protection (Distance Selling) Regulations 2000, for some non-business instructions, you may have the right to withdraw, without charge, within 7 working days of the date on which you asked us to act for you. However if we start work with your consent within that period, you lose that right to withdraw. Your acceptance of these terms and conditions of business will amount to consent for that purpose. If you want to withdraw your instructions, please let us know as soon as possible. The Regulations require us to inform you that the work involved is likely to take more than 30 days to be concluded.

15 Limitation of liability

Our liability, and that of any solicitor or other fee earner working on the matter, whether such liability shall arise in contract, tort or in any other manner, shall be limited to the sum of **£5,000,000**. This limitation of liability has been fixed with regard to a number of factors including our insurance cover for professional liability. Should you consider that a higher limitation of liability would be appropriate in your matter, please raise the matter with us with a view to discussing whether it would be possible to increase this limit for your matter. We will not be liable for any indirect or consequential loss.

16 Outsourcing

With a view to increasing the efficiency of our service, we may outsource services such as typing, photocopying and other ancillary functions. We will remain responsible for safeguarding the confidentiality of your affairs.

17 Duties to lenders, etc

If the transaction or matter which we are handling for you involves a mortgage or other borrowing we are often required to act for the mortgagee or lender. In such cases this means that we will be under a duty to keep the proposed mortgagee or lender informed of any relevant information about you or your matter. We may not be able to comply with our duty to the proposed mortgagee or lender without breaching our duty to you to keep that information confidential.

By accepting these terms, therefore, you are signifying your consent to our making such disclosure to the mortgagee or lender as and when we consider it appropriate in order to discharge our professional duty to that mortgagee or lender.

18 Third Party Rights

Unless otherwise agreed in writing between us, and subject to Clause 19 below, no person other than you and us shall be entitled to enforce rights under the contract between us, except that individual solicitors and other fee earners shall be entitled to enforce the limitation of liability contained in these terms of business.

19 Termination

You may at any time give us notice in writing terminating your instructions to us.



In some circumstances, you may consider that we ought to stop acting for you; for example, if you cannot give clear or proper instructions on how we are to proceed, or if it is evident that you have lost confidence in how we are carrying out your work.

We may decide to stop acting for you only with good reason; for example, if you do not pay a bill or comply with our request for a payment on account. We must give you reasonable notice that we will stop acting for you.

If you or we decide that we will no longer act for you, you will pay our costs for work done and expenses incurred on the basis set out earlier.

20 Communication Between You And Us

We are confident of providing a high quality service in all respects. If, however, you have any queries or concerns about our work for you, please raise them in the first instance with the partner responsible for the matter. If that does not resolve the problem to your satisfaction or you would prefer not to speak to that partner then please contact our senior partner, Wynne Thomas. If for any reason we are unable to resolve the problem between us, then we are regulated by the Solicitors Regulation Authority which also provides a complaints and redress system.

All solicitors must attempt to resolve problems that may arise with their services. It is therefore important that you raise with us any concerns that you may have without delay. We value you and would not wish to think you have reason to be unhappy with us.

If you have any queries, whether about the terms of business or generally, please do not hesitate to contact us.

This is an important document: please keep it in a safe place for future reference.

The Terms of Business will be deemed to be incorporated in the contract between us should we continue to work on your matter. Nevertheless, for the sake good order we should be grateful if you will sign the enclosed copy of this document and return it in the accompanying envelope as soon as you can.

I/We have read and understood these terms and confirm my agreement to your proceeding on this basis

Signed _____ *

Full names of signatory:

* [In the case of a client who is not an individual, the signature must be by a director, partner or other duly authorised signatory

Date _____

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