

BLACK GRAF LLP–TERMS OF BUSINESS APRIL 2019

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In these Terms of Business all references to “we”, “us” and “our” are to Black Graf LLP and references to “you” and “your” are to the relevant clients.

Although we are a limited liability partnership and as such have “members” rather than “partners”, we nonetheless use both expressions to refer to a “member”.

1. SERVICE STANDARDS

We aim to provide a high quality, friendly and efficient service at all times, to meet your needs. In particular we will endeavour: -

- To keep you regularly informed of progress
- To explain as clearly as we can the legal work that may be required, what you can expect of us and how we expect you to be involved
- To advise you regularly of the costs/risk benefit of pursuing a matter and
- To advise you of the likely timescale involved

2. HOURS OF BUSINESS

Most of our solicitors work from 9 am until 5 pm, although the offices are open between 8.30 am and 6 pm. We do not operate an out-of-hours/emergency service.

3. COMMUNICATIONS BY ELECTRONIC MAIL

We may want to correspond with you via e-mail. While this may not be as secure as other means of communication, it obviously has the virtue of speed and is very often more convenient for clients as a means of communication. We will correspond with you by e-mail unless you ask us not to do so.

Your attention is drawn to the potential lack of security and confidentiality when using e-mail for communication and the risks that may be incurred in dealing with matters which are of a particularly sensitive or confidential nature.

If you or another person acting on your behalf publishes an e-mail address or otherwise provides an e-mail address to us we will assume that you consent to the use of e-mail for all communications between us and/or that other person.

If you do not wish us to communicate with you and/or any such other person by e-mail, either generally or in specific circumstances, it is your responsibility to advise us accordingly. If you do not advise us, then we shall not be responsible for the disclosure of information to any person from the use of e-mail by us except to the extent that we have been negligent in such use.

4. FEES

Calculation

- 4.1 Depending on the type of work we undertake for you, we may agree a fixed fee with you in advance, provide you with an estimate of our charges by reference to time which we anticipate will be spent, or agree with you that our charges will be within a range of possible fees, dependent upon a number of factors such as complexity and time spent. In all cases, our fees do not include value added tax or out of pocket expenses, all of which are payable in addition to our fees.
- 4.2 It should be noted that an estimate is not a quote i.e. when we estimate fees, this is based on our anticipation of what the fee level will be based on such matters as time, complexity and importance of the matter to you.
- 4.3 We do not agree fees conditional upon the outcome of a case.
- 4.4 We do not undertake legal aid work. However, it is important that you are aware of Legal Aid. Legal Aid is useful to a litigant because if he loses, his liability is limited to his means-tested contribution, and it is unlikely the Court will allow the victor to recover any costs against him. Legal Aid is not free. In most cases it is a loan repayable from the fruits of the action. If the assisted party succeeds and recovers or preserves any asset (except for some exemptions for maintenance and family proceedings), it is subject to the statutory charge. The statutory charge operates to put the recovery or the preserved asset first towards payment of the assisted party's legal costs, and the assisted party only gets the net balance (if any) – often much later because of the time taken in quantifying the final costs. If money is recovered, it has to be paid to the assisted party's solicitor who has to pay it into the Legal Aid Fund who carry out the accounting and pay out the balance. The Legal Aid Fund has no power to reduce or waive the effect of the statutory charge. If a home is involved, it is sometimes possible to delay payment, but the statutory charge then operates like a mortgage and attracts interest until everything is repaid on sale. For more information please discuss this with the person attending to your case (they will be able to confirm if Legal Aid will be relevant to your type of case and if you may qualify) / alternatively please go to the Legal Aid Agency website www.gov.uk/legal-aid or telephone them directly on 0300 20 2020.
- 4.5 In those cases where we have agreed an hourly rate, we will inform you of how long we anticipate spending on the particular matter in hand. If it appears, at any stage, that period is likely to be exceeded, or in a case where we have agreed a range of fees with you, that range is likely to be exceeded because of unforeseen additional work, we will notify you as soon as we become aware of this and indicate what we anticipate will be the additional time/cost likely to be incurred. Once any pre-agreed limit has been reached, we will not exceed that limit without first obtaining your consent.
- 4.6 We will notify you when taking your instructions, initially, of the hourly rate applicable to the matter in hand (where hourly rates are relevant). The hourly rates are reviewed annually on 1st June, having regard to changes in salaries and other overhead costs. Details of any revision of rates occurring during an assignment will be given in advance of their application.
- 4.7 Routine letters and emails that we write, and routine telephone calls that we make and receive will be charged as units equating to 1/10 of an hour. Routine letters and

emails received will be charged as units equating to 1/10 of an hour. Other letters, email and calls are charged on an actual time basis.

- 4.8 Where work is carried out necessarily outside normal office hours, we reserve the right to increase the hourly rate by prior arrangement with you.
- 4.9 In the case of litigious, arbitration and dispute resolution matters, we may take into account a number of factors, including the complexity of the issues, the speed at which action must be taken, the expertise or specialist knowledge that the assignment requires and, if appropriate, the value of the subject matter involved. These may increase any hourly rate applicable, but if this is anticipated, we will inform you of this and agree any uplift with you. The above factors are also taken into account in those non-litigious matters we may handle on your behalf where we have not agreed to charge you by reference to a fixed fee.

Estimating fees

- 4.10 You will appreciate the difficulties of estimating fees in many cases, particularly where we are asked to handle a potentially contentious matter. This is because we have to attempt to assess, usually well in advance of events, how much work will be involved in, for example, preparing the matter for and attending at hearings or at trial. Equally, in non-contentious matters, it is sometimes difficult to foresee how much work will be involved, whether the other participants in a transaction will be represented (if they are not, the work/time involved is very often more extensive) and it is often difficult to foresee all of the eventualities. Nonetheless, we will endeavour at the outset to provide you with an estimate of the overall costs and will provide you with an estimated budget for the assignment or stages of that assignment.
- 4.11 Any estimate given is not intended to be fixed and will be reviewed by us, with you, as the assignment progresses, and you will be informed if it appears that the estimate may be exceeded. At the same time, we will endeavour to assess with you the risks and potential benefits of pursuing any matter in relation to the fees and expenses you are likely to incur, as matters progress. You may set a limit on the fees and out-of-pocket expenses to be incurred. If so, you must pay those fees and out-of-pocket expenses incurred up to the agreed limit without our need to refer back to you. As mentioned above, as soon as it appears that the limit may be exceeded, we will let you know and will not exceed that limit without first obtaining your consent.

Out-of-pocket expenses

- 4.12 These comprise expenses we incur on your behalf, such as barristers' fees, travel, search fees in the case of property transactions and court fees. These are payable in addition to our fees. We will ask you to put us in funds at the outset of a transaction, in respect of anticipated out-of-pocket expenses for local and other searches.
- 4.13 In most property transactions Stamp Duty Land Tax and Land Registry fees will be payable. These are a personal expense which have to be paid by you (by law in the case of Stamp Duty Land Tax), in order that any dealing with land to which you are party may be registered at the Land Registry. In the case of Stamp Duty Land Tax, this must be paid within 14 days of the relevant event taking place and this is usually the date of completion of a transaction. If you fail to provide us with the funds to pay

Stamp Duty Land Tax, interest will be chargeable by the authorities at a commercial rate of interest (which varies from time to time) and the authorities also have the power to charge a penalty. While we will prepare the appropriate Stamp Duty Land Tax return form on your behalf as part of our work for you, it is your responsibility, under law, to ensure that the contents of the return are correct.

- 4.14 We will notify you at the outset of a transaction of the anticipated level of Stamp Duty Land Tax and any Land Registry fees payable and will ask you to put us in funds (with our fees and other out-of-pocket expenses) before completion of the transaction.

Payment of Fees and Out-of-Pocket Expenses

- 4.15 Fees and out-of-pocket expenses are payable whether or not an assignment is concluded, and we will be entitled to charge for the work done in connection with that assignment.
- 4.16 Where we have agreed a fixed fee or a range of fees with you and the matter proves abortive, we will charge you for the work undertaken at an hourly rate, details of which will be given to you at the time of accepting your instructions. The total of the abortive fees, excluding out-of-pocket expenses and value added tax, will not exceed the amount of the agreed fixed fee or upper level of fees in the case of a range of fees, unless we agree otherwise with you.
- 4.17 It is our normal practice to render payment requests on an interim basis covering work already undertaken in assignments which are anticipated to continue for more than three months and in some cases more frequently e.g. when a considerable amount of time is spent within a short period.
- 4.18 In litigation matters it is our normal practice to ask clients to pay sums of money from time to time on account of the charges and expenses which are anticipated in the following weeks or months. This helps to avoid delay in the progress of your case. We will notify you of the amount initially required to be paid on account and so as to enable payment of expenses before we start work on your matter. We reserve the right to request further payments on account for charges and expenses to be incurred as the matter progresses. When we put these payments towards your bill/s, we will send you a receipted invoice. We will offset any such payments against the final invoice, but it is important that you understand that your total charges and expenses maybe greater than any advance payment.
- 4.19 We will send you a written payment request either shortly before conclusion of a matter or, if we have agreed with you that we are to charge you at periodic intervals, at the end of those intervals. We expect you to pay us as requested in transactions where we will be acting on an acquisition or disposal for you and in other cases within 14 days of request. In those cases where we have issued a payment request, if payment is not received within 14 days of delivery of that payment request, interest will be charged at 4% per annum above Barclays Bank Plc's base rate from time to time on any outstanding amount.
- 4.20 If sufficient funds are payable to you on completion of a transaction, any amounts due to us will be deducted from those funds, unless we have previously agreed to the contrary in writing.

Payment of Somebody else's Charges and Expenses – litigation matters

- 4.21 It is important that you understand that you will be responsible for paying our bill/s. We will discuss with you whether your charges and expenses might be paid by another person. Even if you are successful, it is unlikely that the other party will be ordered to pay for all your charges and expenses, or these may not be recovered from them in full. If this happens, you will have to pay the balance of our charges and expenses. If the other party has the benefit of public funding, you may not recover any of your charges and expenses, even if you win the case.
- 4.22 If you are successful and the court orders the other party to pay some or all of your charges and expenses, interest can be claimed on them from the other party from the date of the court order. We will account to you for such interest to the extent that you have paid our charges or expenses on account, but we are entitled to the rest of that interest.
- 4.23 You will be responsible for paying the charges and expenses of seeking to recover any charges and expenses that the court orders the other party to pay.
- 4.24 In some circumstances, the court may order you to pay the other party's legal charges and expenses; for example, if you lose the case. The money will be payable in addition to our charges and expenses. We will discuss with you whether our charges and expenses and your liability for another party's charges and expenses may be covered by insurance, and if not, whether it would be advisable for you to have insurance to meet the other party's charges and expenses.
- 4.25 We will not accept cash in respect of payment of fees, out-of-pocket expenses or otherwise. We will not make cash payments.

5 MONEY LAUNDERING REGULATIONS/ THE PROCEEDS OF CRIME ACT 2002

- 5.1 In accordance with the requirements of the Data Protection Act and the Money Laundering Regulations, we confirm:

Black Graf LLP is the data controller;

Jane McKee is the nominated representative/ data protection officer; and

We will only process any documentation or personal data received from you in respect of client due diligence for the purposes of preventing money laundering and terrorist financing unless (a) use of that data is permitted by or under any enactment or (b) you give your express consent for the documentation or personal data to be used for other forms of processing.

We are required to comply with the Money Laundering Regulations and in particular to verify the identity and permanent address of all new clients. This is to ensure that the policy adopted worldwide by Financial and Government Authorities to prevent the use of laundering systems to disguise the proceeds of crime is achieved. Periodically we will also reverify identity documents for existing clients. We will also take adequate measures to establish the source of wealth and source of funds which are involved in the business relationship or transaction.

5.2 PROOF OF IDENTITY

5.2.1 Individual Clients:

5.2.1.1 we will carry out an electronic AML check on all clients. In order for us to do this we require you to provide us with the copies of the following:

- A One item from List A and
- B One item from List B

Please note we require certified copies provided and sent to us by a solicitor or if you are bringing the original documents to our offices- we will make certified copies at our Office.

5.2.1.2 List A- Proof of identity

- (a) Current, fully signed Passport, *or*
- (b) Current full Driving Licence incorporating your photograph, *or*
- (c) Identity card incorporating your photograph

5.2.1.3 List B- Address Verification

- (a) Current full Driving Licence incorporating your photograph (if not already provided under List A)
- (b) Recent (meaning not more than three months old) utility bill addressed to you at and relating to your home address (mobile telephone bills are not acceptable); *or*
- (c) Recent (not more than 3 months old) bank or building society statement relating to your bank/building society account and addressed to you at your home address.
- (d) Recent (not more than 3 months old) Television Licence Renewal Notice
- (e) Recent Council Tax Bill (meaning the issue date is not more than 3 months old)
- (f) Recent Tax coding Notice

5.3 Body Corporate:

5.3.1 If you are a new or existing body corporate not listed on a regulated market who has not previously supplied information, we will require the following:

- (a) Company/ Organisation full name;
- (b) Company or other registration number;
- (c) Registered Address, and if different, principal place of business address
- (d) Memorandum of association or other governing documents.

- (e) Name of the Board of Directors or member of your management body and its senior management;
- (f) Documentation in accordance with Lists A and B above for any beneficial owners, so we can carry out electronic AML searches

5.3.2 Where applicable, we will also request information from you as to the source of funds for your proposed transaction.

5.3.3 For overseas or trust clients we will advise as to the requirements that will need to be met to provide evidence of identity and source of funds as these are variable for such clients and we may charge for our time in dealing with these where complex or protracted.

5.3.4 Similar checks to those described above will need to be made for any other third-party providing finance for a transaction or with an interest in it.

5.4. Confidentiality

5.4.1 Under the provisions of the Proceeds of Crime Act 2002 ("POCA"), we may be required to make a report to the relevant authorities if at any time we become aware of or suspect (whether from you or any other person) the existence of the proceeds of crime in relation to any services on which we are engaged. Our obligation to make such a report will, in certain circumstances, override our duty of solicitor/client confidentiality and we may not be permitted to inform you whether or not we have made, or might intend to make, such a report.

5.4.2 We may terminate the provision of any services to you or be instructed to do so by the relevant authorities, if you fail to comply with your obligation to provide evidence of identity or we suspect that you or any other party connected with you or with the matter is involved in activities proscribed by POCA.

5.5. Joint Money Laundering Steering Group ("JMLSG")

The anti- money laundering guidance which UK banks and other finance services firms must adhere to is issued by the JMLSG. The JMLSG considers all clients with funds deposited in a law firm's pooled client account to be beneficial owners of that account. The JMLSG does not require banks to routinely identify the beneficial owners of law firm's pooled accounts, as they do with most other accounts they issue. Pooled client accounts are granted this exemption on the proviso that this information is available upon request. In the event of our bank requesting information about the beneficial owners of our pooled client account, you agree to us disclosing Your details to them.

6. CRIMINAL FINANCES ACT 2017

We are committed to promoting compliance with the requirements of the Criminal Finances Act 2017 within our practices as well as in those areas in which we have an influence.

We do not tolerate tax evasion, or the facilitation thereof in any circumstances, whether committed by or facilitated by a client, personnel or associated persons/companies.

7. COMPLAINTS

7.1 We are committed to providing a good service to our clients, but should you feel dissatisfied with anything, including the amount of a bill, you should in the first instance contact the solicitor handling matters on your behalf, raising your concerns. We endeavour to resolve complaints internally and he/she will do their best to resolve matters to your satisfaction. However, if you remain dissatisfied, you should refer the matter to Andrew Wheldon, who is the partner responsible for client care. We operate a formal complaints procedure details of which are available upon request.

7.2 If, at the conclusion of our complaint process, you are not satisfied with the handling of your complaint, you may take your complaint to the Legal Ombudsman.

The Legal Ombudsman's contact details are as follows:

PO BOX 6806, Wolverhampton, WV1 9WJ

Telephone, 0300 555 0333

Website: www.legalombudsman.org.uk

Email: enquiries@legalombudsman.org.uk,

7.3 Normally, you will have to bring your complaint to the Legal Ombudsman within 6 months of receiving a final written response from us about your complaint and 6 years from the date of the act or omission giving rise to the complaint or alternatively 3 years from the date you should reasonably have known there were grounds for a complaint (if the act/omission took place before 6th October 2010 or was more than 6 years ago).

7.4 A complainant to the Legal Ombudsman must be one of the following:

7.4.1 an individual;

7.4.2 A micro-enterprise as defined in European Recommendation 2003/361/EC of 6 May 2003 (broadly, an enterprise with fewer than 10 staff and a turnover or balance sheet value not exceeding €2 million);

7.4.3 A charity with an annual income of less than £1 million;

7.4.4 A club, association or society with an annual income of less than £1 million;

7.4.5 A trustee of a trust with a net asset value of less than £1 million; or a personal representative or the residuary beneficiaries of an estate where a person with a complaint died before referring it to the Legal Ombudsman.

If you do not fall into any of these categories, you can only obtain redress by using our Complaints Handling Procedure or by mediation or arbitration, or by taking action through the Courts.

There may also be a right to object to a bill by making a complaint to the Legal Ombudsman and/or by applying to the court for an assessment of the bill under Part III of the Solicitors Act 1974. Please note, however, that if all or part of a bill remains unpaid the firm may be entitled to charge interest.

8. EQUALITY AND DIVERSITY/EQUAL TREATMENT

Consistent with our internal policies and procedures, we will not discriminate in the way we provide our Services on the grounds of race, colour, religion or belief, nationality, (including citizenship, ethnic or national origins), sexual orientation, gender, age, disability, pregnancy (maternity or paternity) gender reassignment or marital status (including marriage or civil partnership).

9. DATA PROTECTION

You have a series of rights outlined under Data Protection legislation over how your personal data is used, including erasure in specific circumstances. However, we may not always be able to agree with the exercise of such rights, as often your personal data remains necessary in relation to the purpose for which it was originally collected and processed. Further information is available in our Privacy Policy, a copy of which can be viewed on our website at any time www.blackgraf.com, or hard copy requested from the fee earner with conduct of your matter.

9.1 What personal information we process

The categories of personal data we process include general personal data (which includes normal personal data, personal identity, email addresses and personal financial data) and special categories of personal data if these have been voluntarily provided to us (which includes ethnicity, nationality and medical history).

9.2 How we use your personal information

When your file is open, the personal data is necessary in relation to the purpose for which it was originally intended. We process your personal information to fulfil our contract with you, or where you or we have a legitimate interest in doing so, where otherwise permitted by law, or to comply with applicable law and regulation. We use your personal information for:

Service provision and internal processing (i.e. to assess and/or provide and to service your matter).

- 9.2.1 Management of relationship (e.g. to develop your relationship with us).
- 9.2.2 Resolving queries.
- 9.2.3 Training and service review (e.g. to help us enhance our services and the quality of those services).
- 9.2.4 Statistical analysis (e.g. to help us enhance our products and services or delivery channels to keep costs down).
- 9.2.5 Complying with legal obligations (e.g. to prevent, investigate and prosecute crime, including fraud and money laundering).

When your matter is completed, and / or your file is closed, we may still process your personal information where we have a legitimate interest in doing so, where we are permitted by law, or to comply with applicable laws and regulation.

Examples of such instances will include:

- Complying with legal obligations for statutory and regulatory requirements including for example, HMRC Returns, complaint handling, anti-money laundering, reporting to our regulatory body – the Solicitors Regulation Authority;
- Archiving and Storage of your file for the periods outlined in our Retention Policies – see section 19 of these Terms of Business. Archiving and Storage of personal data is still classed as a processing activity even though it is not being regularly accessed and remains securely locked away); and

- Our legitimate interests to conduct conflict of interest checks, statistical analysis and research to help us enhance our products and services.

How We Share Your Information

- We may share your personal data with a range of organisations which enable us to fulfil our contract with you, or where we have legitimate interests to do so, or otherwise are required by applicable law and regulation. We can provide more details specific to your personal data on request.
- For further information on how we use your data please see our Privacy Policy which is available on request or can be viewed and downloaded at www.blackgraf.com

You have a right to complain to the Information Commissioner's Office (<https://www.ico.org.uk>), which regulates the processing of personal data. You may also seek a judicial remedy.

10. FINANCIAL SERVICES

If during the course of the matter upon which we are advising you, you need advice on investments, we may have to refer you to someone who is authorised by the Financial Conduct Authority, as we are not authorised to give such advice. However, as we are regulated by the Solicitors Regulation Authority, we may be able to provide certain limited investment services where these are closely linked to the legal work we are doing for you.

The Law Society is a designated professional body for the purposes of the Financial Services and Markets Act 2000, but responsibility for regulation and complaints handling has been separated from the Law Society's representative functions. The Solicitors Regulation Authority is the independent regulatory body of the Law Society and the Legal Ombudsman is the independent and impartial complaints handling body established by the Legal Services Act 2007.

11. INSURANCE DISTRIBUTION

We are not authorised by the Financial Conduct Authority. However, we are included on the register maintained by the Financial Conduct Authority so that we can carry on insurance distribution 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 the Solicitors Regulation Authority ("SRA"). The register can be accessed via the Financial Conduct Authority website at www.fca.org.uk

The Law Society is a designated professional body for the purposes of the Financial Services and Markets Act 2000, but responsibility for regulation and complaints handling has been separated from the Law Society's representative functions. The Solicitors Regulation Authority is the independent regulatory body of the Law Society and the Legal Ombudsman is the independent and impartial complaints handling body established by the Legal Services Act 2007.

12. CONFLICT OF INTEREST

Definition: "*Conflict of Interest*" means any situation where:-

- we owe (or, if we accepted your instructions, would owe) separate duties to act in the best interests of two or more clients in relation to the same or a related matter and those duties conflict, or there is a significant risk that those duties may conflict; or

- our duty to act in your best interests in relation to a matter conflicts, or there is a significant risk that it may conflict, with our own interests in relation to that or a related matter; or
- we have confidential information in relation to a client or former client, and you wish to instruct us on a matter where:-
 - that information might reasonably be expected to be material; and
 - you have an interest adverse to our other client or former client, and for the purposes of this paragraph “you” does not include any related or connected entities.
- We may act for parties engaged in activities similar to or competitive with yours.
- Once we have agreed to act for you in relation to a Matter, we will not act for a third party in relation to the same Matter if there is a Conflict of Interest between that third party’s interests and your interests.
- We may decline to act for you where accepting your instructions would create a Conflict of Interest or cause us to break an existing agreement with a third party.
- Where our professional rules allow, and subject to satisfying the requirements of those rules (for example by implementing an information barrier), we may act for you and another client where a Conflict of Interest would otherwise exist, provided that we have the consent of both parties. We do not require your consent to act against an Associated Entity.
- If, whether through a change in circumstances or otherwise, we find that we have agreed to provide Services to you in circumstances which give, or could give, rise to a conflict of interest we will discuss with you how to deal with the conflict and may, be obliged to stop providing Services to you and/or to all other clients affected by the Conflict of Interest.

13. RECEIPT OF COMMISSIONS FROM THIRD PARTIES

If we receive any commission of more than £20, we will notify you in writing of the amount or basis of calculation of the commission or, if the precise amount or basis cannot be ascertained, an approximation of it and will be entitled to retain that commission. This does not, however, apply to commissions received in relation to activities regulated by the Financial Conduct Authority, where we shall be bound to account to you for such commissions, unless we have agreed otherwise with you. If the commission actually received is materially in excess of the amount or basis or approximation disclosed by us to you, we will account to you for the excess.

14. INTEREST POLICY

On occasion, we hold monies for clients. We like our clients to benefit from any interest that may be earned on monies that we are holding on client account.

At present the rate of interest that we can earn on our client account is low and only in exceptional circumstances would any interest be earned on client monies that we are holding, in our general client account. We will advise you if the position changes.

Nevertheless, there will be times when we are holding large sums on account for clients for reasonably lengthy period of times. When that happens, our policy is to discuss the question of

earning interest with the client and to see if a solution could be found whereby those monies can be put to good use and reasonable interest earned.

In summary, we will discuss interest on client monies on a case by case basis and efforts will be made to earn interest where the circumstances appear to be appropriate.

If and when interest rates rise again, and we are able to earn reasonable sums on general client account our interest policy will be reviewed.

15. TAX AND OTHER FORMS OF ADVICE

Save in the case of Inheritance Tax, we are not experts in taxation or any other non-strictly legal matters and are unable to provide you with such advice. We recommend that if such advice is required, you seek expert help. We may be able to assist you in locating a suitable adviser.

16. OTHER PROPERTY DISCLAIMERS/ENVIRONMENTAL

It is not our responsibility to carry out a physical inspection of any property that you may be buying/selling nor advise on the valuation of the property nor the suitability of your mortgage or any other financial arrangements. We shall not advise generally on environmental liabilities where we shall assume, unless you tell us to the contrary, that you are making your own arrangements for any appropriate environmental survey or investigations. We will, however, recommend to you that a standard Environmental Search is made and report to you on the results of the same.

We will not advise you about any issues relating to the possible contamination of any land which may be relevant to your purchase. We are not qualified to advise on the results of any search made in that respect and would only be able to report the actual results of such a search to you. This is particularly significant in respect of the potential liabilities that may arise at some future point in time as a result of land contamination or flood risk that are having increasing significance. If you have any doubts, please discuss your concerns with us.

If we are instructed fully on a purchase and we are also acting for your proposed lender, we have a duty to reveal to your lender all relevant facts about the purchase and the mortgage. This includes any differences between your mortgage application and information we receive during the transaction and any cash back payments or discount schemes that a seller is giving to you.

We are also obliged by some lenders to make our files of correspondence and papers relating to your purchase available to the lender on request.

17. GREEN DEAL SCHEME

The Green Deal Scheme is a government driven initiative whereby a loan is provided on a property for the improvement of its energy efficiency. The loan is repayable in conjunction with the power bills on the property. The loan will continue to be payable by the buyer unless it is repaid on the sale of the property.

The seller of the property is required, by law, to disclose the existence of any Green Deal loan on the property being sold or may become liable for repayment of the outstanding debt, even after the

property is sold. The Estate Agent/Seller should disclose the existence of a Green Deal loan agreement prior to a sale being agreed. If the property is being sold at auction, the existence of a Green Deal loan agreement should be disclosed before the winning bid is made.

In a normal sale the purchaser should be provided with an Energy Performance Certificate (EPC) prior to exchange of contracts and a disclosure document detailing any Green Deal improvement or the work carried out under the Green Deal Scheme. This disclosure document should be provided by the energy provider on completion of the work with details of the repayment amount, the unexpired term of the loan and details of the loan provider.

Disclosure of any Green Deal loan must be made at least 7 days prior to exchange of contracts and the Transfer Deed must contain the Purchaser's acknowledgement that they have received notice that the property is a Green Deal property.

Whilst there are no charges, restrictions, notices or cautions registered when a property is a Green Deal property, the mortgage lender must be notified of the existence of the Green Deal loan because the borrower / new property owner is taking on another loan which affects the property.

If this applies to you (as a seller), we require you to inform us in writing at the time of instructing us. We shall assume, in the case of a purchase by you, that we have your authority for us to make any such disclosure to your mortgage lender.

Please note that we offer no guarantees/warranties in relation to the extent and nature of any works undertaken under the Green Deal Scheme or loan applicable to it. It is your responsibility to ensure that you have satisfied yourself as to the extent and nature of any such works undertaken under the Green Deal Scheme and the repayment terms of any applicable loan.

We would recommend that all Green Deal loans should be repaid by the seller on completion of the sale, as the value of the property will probably reflect any work undertaken under the Green Deal loan.

18. INFORMATION & CONFIDENTIALITY

18.1 Information About You

- 18.1.1 We may use the information which you provide, or which we obtain through our dealings with you, or others for the provision of Services to fulfil our contractual obligations to you or the **legitimate interests** of you, ourselves and others. We may give it on a confidential basis to our Partners, employees and agents. We may use it to administer your account with us, including tracing and collecting any debts. Further information is provided within our Privacy Policy / Statement a copy of which is available on our website or can be made available on request.
- 18.1.2 We may also use it to ensure legitimate interests in the safety and security of our premises for fraud prevention purposes (including verification checks for our money laundering obligations); to assess client satisfaction (such as by asking you to participate in surveys); and to help improve our services generally.
- 18.1.3 We may also use it to contact you by letter, telephone, e-mail or otherwise about our services and about events such as seminars and conferences and to send you

briefings and similar material. Contacting you by electronic means requires your specific and verifiable consent. By signing and returning a copy of the attached consent form you are agreeing that we may use your contact details and information in this way. If you do not wish to be contacted or having provided consent previously you wish to withdraw or amend it, please inform us in writing. Please follow the instructions in the relevant section of the attached consent form.

- 18.1.4 Sometimes we ask other companies or people to do typing/photocopying/other administration duties on our files to ensure this is done promptly. We believe we have a legitimate interest in doing this. We will always seek a confidentiality agreement with these outsourced providers. If you do not want your file to be outsourced, please tell us as soon as possible.

We store information about You, Your Matter, all your documents and correspondence relating to Your file(s) using cloud-based technology. Information regarding the data we process is available in our Privacy Policy, a copy of which is available on request and also on our website. This sets out the types of data we may collect, why such data is collected and the lawful basis of processing each category of data. Again, we believe we have a legitimate interest in acting in this way and take precautions to protect your personal information, including completing periodic checks of our Cloud Based Supplier, their approach to data protection and have in place appropriate confidentiality agreements. If you do not wish for your file(s) or other information to be stored in this way, please inform us in writing immediately. Please note we may have to refuse to act for you in such circumstances.

18.2 Our Duty of Confidentiality

- 18.2.1 Please also refer to our Privacy Policy when reading this section. We will treat any information which is confidential to you and which we obtain as a result of acting for you as strictly confidential, save:-
- 18.2.1.1 for the purpose of acting for you (dealing with third parties, building societies/lenders); or
 - 18.2.1.2 for legitimate interest disclosures to our auditors or other advisers or for the purposes of our professional indemnity insurance; or
 - 18.2.1.3 as otherwise required by law or other regulatory authority to which we are subject.
- 18.2.2 If You do not wish to disclose Your Details and file to be released. You must notify Us in writing and discuss this with us when signing and returning the attached consent form or other such document. We may be unable to act for you in such circumstances.
- 18.2.3 We may refer publicly to your name as a client of ours, which we believe is a legitimate interest in collecting and promoting client feedback provided we do not disclose any information which is confidential to you.
- 18.2.4 We shall be under no duty to disclose to you (or take into account in the course of providing the Services) any information acquired by us in acting for any other client or any information in respect of which we owe a duty of confidentiality to a third party.

18.3 Your Duty of Confidentiality

18.3.1 Our advice and other communications with you are confidential and may not, without our consent, be disclosed by you to any third party (other than to your employees and agents who require access and who do not disclose it further) or otherwise made public except as required by law or other regulatory authority to which you are subject.

18.3.2 If, as a result of our acting for you, you acquire any information in respect of which we notify you that we owe a duty of confidentiality to a third party you will keep it confidential and not use it without our consent.

19. RETENTION OF FILES, DEEDS AND DOCUMENTS

We will, at your request, either during the provision or after completion of any Services, release to you or to your order Your Documents and Documents Held for You, provided that we are not at the time exercising our right to retain documents pending payment of outstanding fees and expenses or are prevented by any court order, undertaking or other legal constraint from doing so. We may copy all of Your Documents and Documents Held for You before releasing them, including any electronic correspondence submitted by You.

We may at any time scan, microfilm, or otherwise make electronic copies or images of any Documents, including electronic Documents or correspondence e.g. emails (other than Documents held in safe custody), destroy the originals and thereafter hold the Documents only in such copy or image form. Unless expressly agreed otherwise in writing we will keep all Documents whether in original, copy or imaged Form for a minimum of six (6) years, after which we may destroy them and any copies or images of them. Our Privacy Policy has more information on our retention periods.

We place clients' files in offsite storage shortly after they are closed. If we retrieve papers or documents from storage in relation to continuing or new instructions to act in connection with your affairs, we will pass on to you the charges, currently in the region of £35 plus vat per file, charged to us by the storage provider. We may also charge for reading, correspondence or other work necessary to comply with the instructions given by you or on your behalf. We will ask you to confirm that any personal data we have retrieved remains current and up to date if we are to act upon such data as part of our duties under Data Protection legislation. We do not accept responsibility for the loss or damage of any item which we hold on your behalf unless we expressly agree in writing to the contrary.

After completing the work, we will be entitled to keep all your papers and documents whilst there is still money owed to us for fees and expenses. We will keep our file of your papers including emails and any hardcopies thereof, for up to six (6) years, except where otherwise agreed with you. We keep files on the understanding that we can destroy them six (6) years after the date of the final bill (and up to 12 years in respect of some matters).

Should you wish to keep a file after it has been closed, you should tell us when the transaction is completed, so that we can make your papers available to you. Where we are acting for more than one person on a matter, the consent of all persons comprising the client in relation to that matter will be required. The same applies at any time during our internal prescribed retention period. After that period has elapsed, we will have files destroyed without further reference to you. Our Privacy Policy / Statement has more information on our retention periods. It is no longer our practice to store clients' deeds, documents or wills.

20. TERMINATION OF INSTRUCTIONS

- 20.1 You may terminate your instructions to us in writing at any time, but we will be entitled to keep all your papers and documents while there is money owing to us for our charges and expenses.
- 20.2 In some circumstances, you may decide that we should cease acting for you, for example, if you cannot give clear or proper instructions on how to proceed, or if it is clear that you have lost confidence in how we are carrying out your work.
- 20.3 We may decide to stop acting for you only with good reason, for example, if you do not pay an interim bill or comply with our request for payment on account, or if a conflict of interest arises. We must give you reasonable notice that we will stop acting for you.
- 20.4 If your instructions to us are terminated, you will be responsible for paying our charges, and for out of pocket expenses as set out above.

21. ASSIGNMENT AND THIRD-PARTY RIGHTS

- 21.1 You may not assign, transfer or make over or declare any trust in respect of the services which we provide to you or any of your rights or benefits arising in respect of or in connection with such services, without our prior written consent.
- 21.2 Save as is mentioned in condition 0 below, it is not intended by you or us that any other person should be entitled to enforce any term of the contract between us as reflected in these terms and conditions, whether by virtue of the Contracts (Right of Third Parties) Act 1999 or otherwise, and any such right to do so is hereby excluded.
- 21.3 We may assign or transfer any contract, agreement or arrangement you may enter into with us, including any instructions you may give us to act on your behalf, to any successor firm or limited liability partnership.

22. LIMITATION OF LIABILITY

- 22.1 Black Graf LLP, a limited liability partnership, has acquired the business of Black Graf & Co. It assumes legal responsibility to you for all of the work its members, employees and consultants carry out on its behalf. No individual within Black Graf LLP, whether a member, employee or consultant, contracts with you personally, or assumes legal responsibility to you personally in respect of work performed on behalf of Black Graf LLP. All correspondence we send you, whether or not signed in the name or on behalf of an individual, shall for all purposes be treated as having been sent on behalf of Black Graf LLP. So as to protect individual members, employees and consultants from claims, you agree that you will not bring any claim against any individual member, employee or consultant personally.
- 22.2 Our liability to you for any loss or damage you may suffer will be subject to the following provisions:

22.2.1 Our liability to you will be limited to that proportion of your loss and damage which is fair, having regard to the extent of your own responsibility for the loss and damage and that of any other person who may also be liable to you in respect of it. Further, in determining whether anyone else may be liable to you, no account is to be taken of any inability on your part to enforce remedies against anybody else by reason of causes of action against such persons becoming time-barred, or their lack of means or their reliance on exclusions or limitations of liability.

22.2.2 Our total liability to you will in any event be limited to the amount of our professional indemnity insurance cover from time to time. Details of our professional indemnity cover are available for inspection at our office. The amount of indemnity cover is reviewed annually, and we will be pleased to give you more details if you wish. For the avoidance of doubt, this limit of liability applies to the total of all claims that may be made against us by all of the clients named in any engagement letter we may have sent you and not separately to each client or to each separate incident of loss or damage.

22.2.3 You agree that if you are able to claim in respect of the same loss or damage against both Black Graf LLP and any one or more of the following:-

22.2.3.1 The partnership of Black Graf & Co.

22.2.3.2 Any individual member, partner, employee or consultant of any of the entities, partnerships or undertakings mentioned in this condition 22.2

Then the restrictions and limitations of liability set out in condition 22.2.1 and condition 22.2.2 above will apply as if all the persons, entities, partnerships or undertakings against whom a claim is made were a single entity. Accordingly (and without prejudice to any other consequence), where aggregate liability has been capped in accordance with condition 22.2 above, you will not be entitled to recover any more than that aggregate capped amount from the combined resources (including applicable insurance) of Black Graf LLP and all of the other persons, entities, partnerships or undertakings mentioned in this condition 22.2.3.

22.3 Condition 22.2.1 and condition 22.2.2 do not apply in respect of:-

- death or personal injury;
- any other situation in which the limitation of liability is prohibited by law

23. GENERAL PROVISIONS

23.1 These terms and conditions shall be governed by and construed in accordance with the laws of England and Wales. You agree to submit to the exclusive jurisdiction of the English courts.

23.2 These terms and conditions supersede all previous agreements, commitments, undertakings or representations (whether or oral or in writing) relating to your dealings with us.

23.3 No delay by either of us in enforcing any of our respective rights under these terms and conditions will affect or restrict the relevant party's rights and powers under these terms and conditions.

24. FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

In the event of a banking failure it is unlikely that the firm would be held liable for any losses of client account money.

We currently hold our client account funds in Allied Irish Bank Plc. The £85,000 Financial Services Compensation Scheme (FSCS) limit will apply to each individual client so if you hold other personal monies yourself in the same bank as our client account, the limit remains £85,000 in total, so it may be advisable to check with your own bank as some banks now trade under different trading names.

Since the 3rd July 2015, the FSCS provides a £1 million protection limit for temporary high balances held with a bank, building society or credit union if it fails. Further details relating to what constitutes a temporary high balance and the rules relating to the protection can be found at www.fscs.org.uk

In the event of a bank failure you agree to us disclosing details to the FSCS.

25. REGULATIONS AFFECTING YOUR CANCELLATION RIGHTS

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013:

If we have not met you either in person (because, for example, instructions and signing of the contract documentation is taking place by telephone/mail, e mail or on-line – that is: by way of a “distance” contract) or we have taken instructions and a contract has been concluded away from our business premises (because, for example, we have met with you at home – that is: by way of an “off-premises” contract), you have the right to cancel this contract within 14 calendar days of entering into the contract without giving any reason.

The cancellation period will expire after 14 calendar days from the day of the conclusion of the contract.

To exercise your right to cancel, you must inform us (Black Graf LLP, 100 Baker Street, London, W1U 6WG, Tel: 0207 586 1141), of your decision to cancel this contract by a clear statement (for example: a letter sent by post, fax or e mail to the fee earner handling your case). We can provide you with a model cancellation form, upon request, but it is not obligatory. To meet the cancellation deadline, you must send your communication concerning your exercise of the right to cancel before the cancellation period has expired. Email notification should be sent to reception@blackgraf.com, and to the fee earner handling your case. Fax notification should be sent to 0207 586 3721.

If you require the work to be commenced within the 14-calendar day cancellation period, you must provide your agreement to that in writing, by e mail, post or fax to enable us to do so. By signing and returning the consent form sent to you at the outset of the matter you are providing your agreement in writing to enable us to commence work within the 14-calendar day cancellation period and expend

any funds you may have paid on account for disbursements. Where you have provided your consent for work to commence within the 14-calendar day cancellation period and you later exercise your right to cancel, you will be liable for any costs, VAT and disbursements incurred up to the point of cancellation. Unless you make an express request for us to commence work within the 14-day period (i.e. by signing and returning the consent form we will not be able to undertake any work during that period).

26. HELP TO BUY ISA SCHEME INFORMATION

The Help to Buy ISA Scheme was launched by HM Treasury on 1st December 2015. If you have taken out a Help to Buy ISA, then you may be eligible for a bonus payment of up to 25% of the closing balance of the Help to Buy ISA subject to a minimum bonus payment of £400 and a maximum of £3000 and provided that you and the property you are purchasing meet the eligibility criteria set out in HM Treasury ISA Scheme Rules. The fee earner with conduct of your matter (who under the Help to Buy ISA Scheme is known as the Eligible Conveyancer) will be able to advise you on eligibility and, if appropriate, will undertake the necessary process to apply for any bonus payment.

If you are purchasing a property through the Help to Buy ISA Scheme, HM Treasury will be the Data Controller of any relevant personal data that is given, via the Eligible Conveyancer, to HM Treasury and to the Administrator and / or any sub-contractor of HM Treasury or of the Administrator, for the purposes of the Help to Buy: ISA Scheme.

The information will be disclosed to HM Treasury and the Administrator for the purposes of verifying the eligibility of a Help to Buy: ISA Bonus payment and payment of Bonus funds, carrying out audits of Eligible Conveyancers and any investigations or compliance work in accordance with the Scheme Rules.

By signing and dating the consent form provided to you with the client care letter at the outset of the matter you agree to us providing all necessary Relevant Personal Data to HM Treasury and to the Administrator and / or to any sub-contractor of HM Treasury or of the Administrator and to the processing of your Relevant Personal Data by any or all of the aforementioned parties.

27. CONSUMER PROTECTION REGULATIONS (CPR)

The Consumer Protection from Unfair Trading Regulations (as amended) regulate transactions between traders and consumers and prohibit trading practices that amount to unfair commercial practices and misleading acts and omissions. Neither You, the client, or Us, your legal representative, must mislead a buyer or tenant either by providing incorrect or ambiguous information, or by omitting to provide material information about the property You are selling.

Certain information will be revealed through searches and other enquiries of public databases, surveys and valuation reports. However, you must disclose to Us any known defects and other material adverse matters relating to the property known to You and failure to do so may mean that, in certain circumstances, the buyer or tenant would have rights of redress against You.

We encourage You to make all known disclosures as early in the transaction as possible to prevent delays.

If We become aware of any such existence of material information, and You decline to authorise disclosure to the buyer or tenant, then We would have to consider whether it was possible to

continue to act for You as the CPR's impose a duty to act fairly towards You as Our client and also towards third parties, especially those that are unrepresented.

28. FUTURE INSTRUCTIONS

Unless otherwise agreed, these terms and conditions of business shall apply to all future instructions given to us on other matters. In particular, the hourly rates applicable will be those applying at the date of such instructions and subject to review.

PLEASE COMPLETE AND RETURN THE AUTHORITY TO PROCEED SENT WITH THE CLIENT CARE LETTER AT THE OUTSET OF THE MATTER, YOU CAN EMAIL THE COMPLETED AUTHORITY TO PROCEED BACK TO US OR FAX IT TO US (0207863721)