



Solicitors

General Terms of Engagement

The terms in this document as supplemented and/or amended by any relevant letter of engagement ("Terms"), apply to each matter in relation to which Osmond Solicitors Limited (trading as Osmond & Osmond) undertakes work for you. In the event of any conflict between this document and the relevant letter of engagement, the letter of engagement shall prevail.

The expressions "we", "us", "our", "firm" and "Osmond Solicitors Limited" mean or refer to Osmond Solicitors Limited (a limited company registered in England and Wales with company registration number 06835977 and VAT number 792 3933 94 whose registered office is at 55-57 Temple Chambers, 3-7 Temple Avenue, London EC4Y 0HP) and any successor practice and any service company owned or controlled by or on behalf of Osmond Solicitors Limited or any of its members and, as the context requires, all members of, consultants to and employees, and agents of, Osmond Solicitors Limited and of any service company owned or controlled by or on behalf of any of the members of Osmond Solicitors Limited. The terms "partner" or "partners" mean or refer to a member or members of Osmond Solicitors Limited. A list of members may be inspected at our offices.

The expression "matter" means a specific transaction, dispute or issue in relation to which you ask us to provide services whether or not it has been defined in a letter of engagement or other agreement; "services" means all services we provide to you in relation to the relevant matter.

1. People Responsible for your work

- 1.1 Will Osmond (WJO) and Paul Flaherty (PCF) will be responsible for your matter, they are the partners with ultimate responsibility.
- 1.2 From time to time they may be assisted by other fee earners employed by the firm; these fee earners fall into the following categories: (i) 'senior solicitors' who have been qualified in excess of four years and specialise in their defined areas of law; (ii) 'junior solicitors' who have been qualified for less than four years and assist the senior solicitors with their matters; and (iii) 'trainee solicitors and paralegals' who are fee earners who

are yet to qualify as a solicitor and who provide assistance to the junior and senior solicitors.

- 1.3 Our objective is to ensure that each matter on which we are instructed is dealt with by people with the right level and area of expertise. This helps to ensure a cost effective service. In practice different people may be involved in the day-to-day conduct of your matter. To enable this to work well we believe that one person, a partner, should have overall responsibility for managing our relationship with you. That person will have an overview of the various matters being handled for you and will allocate new matters to the right individual within the firm. You will find more information in your letter of engagement about who will manage our relationship with you and who else will be involved with your matter.

2. Instructions

- 2.1 We shall be entitled to assume that whoever gives us instructions to provide services has actual authority to do so and we shall be entitled to rely on any information provided to us by that person. Where instructions are given on behalf of a company, LLP or other organisation we shall be entitled to assume that the Terms have been brought to the attention of and approved by the directors of the company, members of the LLP or, in the case of any other organisation, the appropriate officers of that organisation.
- 2.2 Where our client consists of more than one person or entity, the liability of those persons or entities is joint and several. Each joint client irrevocably permits us to disclose to any other of the joint clients at any time any information which we would otherwise be prohibited from so disclosing by virtue of our duty of confidentiality. If any joint client ends this permission during the provision of the relevant services, or if a conflict of interest arises between joint clients, we may suspend or terminate the provision of the services related to that matter to one or more of the joint clients.
- 2.3 It is vital that you provide us with all relevant information to represent you and provide services to you and that all information provided to us is, to the best of your knowledge, complete, accurate and up to date, and is supplied just as quickly as is practicable. Please tell us of any subsequent changes to the information provided, as well as about any further information which might be relevant.

3. Charges and Expenses

- 3.1 Our charges are based on the time we spend in dealing with a transaction. Time spent on your

affairs will include meetings with you and perhaps others, any time spent travelling; considering, preparing and working on papers; correspondence; and making and receiving telephone calls.

- 3.2 We will charge you for each hour engaged on your matter at the following rates: (i) £375 per hour for senior solicitors; (ii) £240 per hour for junior solicitors; and (iii) £140 per hour for trainee solicitors and paralegals from now until the review date on 1st April 2018.
- 3.3 Routine letters that we write and routine telephone calls that we make and receive will be charged as units of 1/10th of an hour. Routine letters received will be charged as units of 1/10th of an hour. Other letters will be charged on a time basis.
- 3.4 On 1st April next we will review the hourly rate to take account of changes in our overhead costs and notify you in writing of any increased rate.
- 3.5 In addition to the time spent, we may take into account a number of factors which include the complexity of the issues, the speed at which action must be taken, the expertise or specialist knowledge which the case requires and, if appropriate, the value of the property or subject matter involved. On the basis of the information currently available, we expect these factors to be adequately covered by the hourly rate set out above. The rates may be higher if, for example, the matter becomes more complex than expected. We will notify you of this.
- 3.6 We will add VAT to our charges at the rate that applies when the work is done. At present VAT is 20%.
- 3.7 There may be certain other expenses, including payments we make on your behalf, such as court fees, fees for medical reports and barrister's fees, which you will have to pay. VAT is payable on certain expenses. We will not incur any third party fees without first obtaining your authority to do so.
- 3.8 We will inform you if any unforeseen additional work becomes necessary (for example, due to unexpected difficulties or if your requirements or the circumstances significantly change during the course of the matter). We will also inform you of its estimated cost in writing before any extra charges and expenses are incurred.
- 3.9 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 their case. When we put these payments towards your bill/s, we will send you a receipted bill. We will offset any such

payments against your final bill, but it is important that you understand that your total charges and expenses may be greater than any advance payments.

4. Billing arrangements

Conveyancing

- 4.1 If you are purchasing a property we will send you a final bill for our charges and expenses after the exchange of contracts. Payment of the bill is due 7 days before completion of your purchase. If you have agreed with a lender to pay their costs we will send you a copy of their bill if we are instructed to act for your lender. If sufficient funds are available on completion we will usually deduct our charges from these funds. If you do not pay our bill on completion of the purchase payment is due within 14 days of our sending you the bill.
- 4.2 If you are selling a property we will send you a bill for our charges and expenses normally after exchange of contracts. If sufficient funds are available on completion of the sale our bill will be deducted from these monies. If insufficient funds are available payment of your bill is due 14 days after we send you the bill.
- 4.3 If for any reason your conveyancing transaction becomes abortive (does not proceed through to exchange of contracts and completion) then we will charge you on a time basis for the work carried out from the date of our instruction through to the date the matter became abortive. If we send you a bill for an abortive transaction payment of that bill is due 14 days after we send you the bill.
- 4.4 We will charge interest on the bill, at 4% per annum above the National Westminster Bank Base Rate from the date on which payment is due, if you do not pay our bill within this time. Interest will be charged on a daily basis. In the event it is necessary for us to enforce payment of our bill through the courts we shall be entitled to recover our costs in taking such actions from you on a full indemnity basis.

Non-Conveyancing Matters

- 4.5 We may send you an interim bill for our charges and expenses at the end of each month while the work is in progress. This enables you to budget as the matter progresses. We will send a final bill after completion of the work.
- 4.6 Payment is due to us within 14 days of our sending you a bill. We will charge you interest on the bill, at 4% per annum above the National Westminster Bank Base Rate from the date on which payment is due, if you do not pay our bill within this time.

Interest will be charged on a daily basis. In the event it is necessary for us to enforce payment of our bill through the courts we shall be entitled to recover our costs in taking such actions from you on a full indemnity basis.

- 4.7 If a case is approaching trial we shall ask you to pay us a sum on account of Counsel's brief fee and will ask that our own fees are paid up to date before Counsel is briefed. We may also ask for a sum to be paid on account of our own fees for attending trial.

Billing Enquiries

- 4.8 If you have any query about your bill you should contact Will Osmond straight away.

Interest

- 4.9 The firm has a specific 'Interest Policy' which outlines and governs how the firm will deal with interest accrued on money dealt with on behalf of a client. A copy of the Interest Policy will be provided on request.

5. Other party's charges and expenses

- 5.1 It is important that you understand that you will be responsible for paying our bills. We will discuss with you whether your charges and expenses might be paid by another person. In the case of a litigation matter, even if you are successful in the Court proceedings, the other party may not be ordered to pay 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 is legally aided, you may not get back any of your charges and expenses, even if you win the case.
- 5.2 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 and expenses on account, but we are entitled to the rest of that interest.
- 5.3 You will also 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.
- 5.4 In some circumstances, the Court may order you to pay the other party's legal charges and expenses if, for example, you lose the case. That money would 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.

6. Solicitors' Financial Services

- 6.1 This firm is not authorised by the Financial Services Authority. However, we are included on the register maintained by the Financial Services Authority so that we can carry on insurance mediation activity, 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. The register can be accessed via the Financial Services Authority website at www.fsa.gov.uk/register.

7. Exclusions and limitation of liability

- 7.1 If we are prevented by circumstances beyond our reasonable control from providing the services we have undertaken to perform for you, we will immediately notify you of the nature and extent of such circumstances. If as a result of those circumstances we are unable to meet any deadline or complete the services by any estimated date of completion or at all:
- Any such failure on our part will not constitute a breach of the agreement between us;
 - We will not be otherwise liable to you for any such failure to the extent that it is attributable to any such circumstances notified to you; and
 - Any estimated date for completion of the services will be extended accordingly.
- 7.2 We shall not be responsible for any failure to provide services on any issue which falls outside the scope of our engagement and shall have no responsibility to notify you of, or the consequences of, any event or change in the law (or in interpretation) which occurs after the date on which the relevant service is provided.
- 7.3 We shall not be liable for any indirect loss or damage or any loss of profit, income, production or accruals arising in any circumstances whatsoever, whether in contract, tort, negligence, for breach of statutory duty or otherwise, and howsoever caused.
- 7.4 Osmond Solicitors Limited alone will provide the services and your agreement is solely with Osmond Solicitors Limited. You agree that you will not bring any claim whether in contract, tort, negligence, for breach of statutory duty or

otherwise against any of the directors of Osmond Solicitors Limited or against any member of, consultant to, or employee or agent of Osmond Solicitors Limited. Those members, consultants, employees and agents assume no personal liability for the provision of services and shall be entitled to rely on the Terms insofar as they limit or exclude their liability.

- 7.5 Nothing in the Terms shall exclude or restrict our liability to you for death or personal injury resulting from our negligence or for fraudulent misrepresentation or in any other circumstances where liability may not be so limited or excluded under any applicable law or regulation.
- 7.6 Subject to any agreed limit on our liability, our liability to you shall be limited to such sum as it would be just and equitable for us to pay having regard to the extent of our responsibility for the loss or damage and the responsibilities of all other persons. You agree that our liability shall not be increased by:
- Any limitation, exclusion or restriction of liability you have agreed with any other person, or any joint insurance or coinsurance provision between you and any other person;
 - Your inability to recover from any other persons, or your decision not to recover from any other person.

Limitation of Liability

- 7.7 We maintain professional indemnity insurance in accordance with the rules of the Solicitor's Regulation Authority. Details of the insurer and the extent of the territorial coverage of the policy are available for inspection at our office.
- 7.8 It is a condition of our accepting instructions from you that the total liability of Osmond Solicitors Limited for any claim in contract, tort, negligence, for breach of statutory duty, or otherwise, for any loss or damage, costs or expenses howsoever caused arising out of or in connection with the services in relation to each matter shall in no circumstances (other than our bad faith fraud or wilful deceit) exceed £3,000,000 (three million pounds sterling).

8. Money Laundering & Terrorist Financing

- 8.1 We are required by the Money Laundering Regulations to undertake enquiries in order to ascertain the identity of our client. We are required to obtain details of the client's name, home and business addresses, date of birth and place of birth (as applicable) and sight of a current full valid passport / driving licence containing a photograph

of you / each member of the Company or LLP or Partnership or foreign registered entity.

- 8.2 In order to comply with our statutory obligations under the Money Laundering Regulations and terrorist financing legislation, we operate an anti-money laundering reporting procedure. We are required by law, if we know or suspect that you (or any other party involved in a matter) are involved in money laundering or hold the proceeds of crime, to make a report to the relevant authorities without advising you that we are doing so. We are also prohibited from confirming or denying that a report has been made. These requirements override our duty of confidentiality to you. If a report is made to the relevant authorities, we must stop work on the matter until we are authorised by the relevant authorities to proceed. Any fees, disbursements and expenses incurred in complying with the above will be charged to you. There may be circumstances in which we consider it prudent, in order to protect our own position, to make a report to the relevant authorities which later turns out not to have been required by law. By instructing us you are agreeing that such reports can be made. We do not accept liability for any consequential losses arising from any delay or otherwise as a result of making reports to the relevant authorities and ensuring compliance with our statutory obligations.

9. Storage of papers and documents

- 9.1 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. We will keep our file of papers (except for any of your papers which you ask to be returned to you) for no less than 6 years. We keep the file on the understanding that that we have the authority to destroy it 6 years after the date of the final bill we send you for the matter. We will not destroy documents you ask us to deposit in safe custody.
- 9.2 If we retrieve papers or documents from storage, at your request, we reserve the right to make an administration charge in respect of the time spent producing stored papers or documents to you or another at your request. This will include our fees for reading, correspondence or other work necessary to comply with the instructions given by you or on your behalf. The current level of the administration charge is £75.00 plus VAT.

10. Data Protection

- 10.1 We are registered with the Information Commissioners Office as a Data Controller, with registration number ZA221843. We are fully compliant with the requirements of The General Data Protection Regulation 2016/679 and the

Data Protection Act 2018 (awaiting Royal Assent) in our capacity as a Data Controller.

Protection Regulation 2016/679 and the Data Protection Act 2018.

10.2 In order for us to obtain, hold, process and utilise your personal data we must obtain your specific consent. In the course of providing our services to you we will need to obtain personal data, to include (generally, but not necessarily in all cases depending on the nature of our instructions);

- (i) Full Name;
- (ii) Residential and business addresses;
- (iii) Date of birth;
- (iv) Financial information (to include bank account details, both personal and business (as may be applicable));
- (v) National Insurance Number;
- (vi) Tax history and reference numbers;
- (vii) Medical records (if applicable to your instructions to us);
- (viii) (i) through (vii) above in relation to family members and others involved in the course of your matter (as may be applicable).

10.3 We will require the information outlined above in order in order to comply with Money Laundering and Terrorist Financing legislation, the requirements of our regulator the Solicitors Regulation Authority, and in order to provide the services which you have instructed us in relation to.

10.4 You should be aware that by signing and returning our Engagement Letter and these Terms of Engagement you are providing your 'consent' to our collecting and utilising your personal data for the reasons outlined above.

10.5 During the course of your instructions to us you are free at any time to revoke your 'consent' for us to collect and use your personal data, but you should be aware that in those circumstances we may no longer be able to continue acting for you in respect of your instructions where those instructions require our use of your personal data in order to carry out your instructions.

10.6 In the event that you do revoke your consent you should be aware that whilst we will no longer use your personal data we are legally obliged to retain that data for a period of 6 years in order to comply with our obligations to our regulator the Solicitors Regulation Authority who mandate that all client files and data must be retained for a 6 year period. During that period your personal data will be kept in the strictest confidence and in compliance with our obligations under The General Data

10.7 In the course of our instructions it may be necessary to provide some or all of your personal information to a third party (such as your lender, in the event you are purchasing a property with the assistance of mortgage finance, or to Counsel in the event they are instructed to represent you at a hearing or trial). You should be aware that by signing and returning our Engagement Letter and Terms of Engagement you are authorising to transfer your personal data. We will only provide such data as is required, and we will comply with the guidance and regulations contained in the relevant legislation when doing so.

10.8 All personal data will be:

- (a) Processed fairly and lawfully.
- (b) Processed for limited purposes and in an appropriate way.
- (c) Adequate, relevant and not excessive for the purpose.
- (d) Accurate.
- (e) Not kept longer than necessary for the purpose.
- (f) Processed in line with data subjects' rights.
- (g) Secure.
- (h) Not transferred to people or organisations situated in countries without adequate protection.

11. Termination / Suspension of our Service

11.1 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.

11.2 In some circumstances, you may consider 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 clear that you have lost confidence in how we are carrying out your work.

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

- 11.4 We may also decide to suspend provision of our services, and acting for you, if you do not pay an interim bill or fail to comply with our request for a payment on account (such as a payment on account of Counsel's brief fee for attending a Court hearing) until such interim bill or payment on account is made in full.
- 11.5 By accepting these Terms of Engagement you expressly accept that we reserve the right to suspend provision of our services in these circumstances.
- 11.6 In either ceasing to act or suspending our service, we shall not be liable for any direct or indirect loss or damage or any loss of profit, income, production or accruals arising in any circumstances whatsoever, whether in contract, tort, negligence, for breach of statutory duty or otherwise, and howsoever caused.
- 11.7 If you decide that we will no longer act for you, you will pay our charges on an hourly basis and expenses as set out earlier.

12. Consumer Contract Regulations 2013

- 12.1 If we have not met with you in person, or met with you away from our office and you are a consumer (not a business), The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 may apply to this matter and our service. These regulations became effective in June 2014 and are intended to provide consumer rights in respect of certain contracts for the sale of goods or the supply of services. This means you have the right to cancel your instructions to us (without giving any reason) within fourteen days of the date that you confirm you wish us to act pursuant to our terms and conditions. The cancellation period will expire fourteen days after the day on which the contract for provision of our services is entered into.
- 12.2 To exercise the right to cancel, you must inform us of your decision to cancel by a clear written statement (e.g. a letter sent by post, fax or email) using the contact details on our Engagement Letter or by completing the regulation prescribed type form of cancellation.
- 12.3 If applicable we will provide you with copies of the relevant notices referred to above alongside these general Terms of Engagement.

13. Complaints

- 13.1 If you have a problem with the services we provide (including any problem with a bill) which you are unable to resolve with the individual dealing with the matter or the person managing our relationship with you, you should write without delay to the client care partner, Will Osmond, setting out the nature of your complaint.
- 13.2 We will endeavour to deal with any complaint as soon as practicable. If we are unable to resolve the complaint between us, you may refer the issue to the [Legal Ombudsman \(www.legalombudsman.org.uk\)](http://www.legalombudsman.org.uk) which, with the Solicitors Regulation Authority, provides complaints and redress mechanisms.

14. Telephone Calls

- 14.1 We may record telephone calls for training and monitoring purposes, by accepting these Terms of Engagement you expressly accept that we may record telephone calls for training and monitoring purposes.

15. Equal Treatment

- 15.1 Osmond Solicitors Limited is committed to promoting equality and diversity in all of our dealings with clients, third parties and employees. We will not discriminate in the way we provide our services on the grounds of sex (including gender reassignment), marital status, sexual orientation, disability, race, colour, religion, age, nationality or ethnic or national origins.

16. Non-waiver and Severability

- 16.1 Any failure by Osmond Solicitors Limited to insist upon strict performance of any of the Terms, or any failure or delay by Osmond Solicitors Limited to exercise any rights or remedies whether under the Terms and/or at law or otherwise, shall not be deemed a waiver of any right of the firm to insist upon strict performance of the Terms or of any of its rights or remedies as to any default under the Terms.
- 16.2 If any of the Terms is found by any Court of competent jurisdiction to be illegal, invalid or otherwise unenforceable then that provision shall, to the extent necessary, be severed and shall be ineffective but without affecting any other Term.

17. Agreement

- 17.1 Unless otherwise agreed, these Terms of Engagement apply to any future instructions you give us.

17.2 Your continuing instructions in this matter will amount to your acceptance of these terms and conditions of business. Even so we ask you to please sign and date the enclosed duplicate copy of your Letter of Engagement and return it to us immediately together with the copy of these Terms. We can then be confident that you understand the basis on which we will act for you.

This is an important document - Please keep it in a safe place for future reference.