GREENE & GREENE
SOLICITORS

TERMS AND CONDITIONS

1. INTRODUCTION

This document sets out our terms and conditions of business. The individual letter and schedules you have received from us (the "engagement letter") set out the extent of the work we have agreed to undertake for you, and other essential information. Together with these terms and conditions, they form the basis upon which we are engaged by you.

Please read our engagement letter carefully and contact your lawyer as soon as possible if you have queries regarding any of the information contained in it.

References to "we", "us" and "our" in these terms are references to the firm Greene & Greene, its partners, solicitors working for partners who are limited liability companies, and the firm's employees and agents. They also refer to any successor to the current Greene & Greene partnership (including any limited liability partnership), and to any service company owned or controlled by Greene & Greene or its successors.

References to "include" and "including" shall be taken to be illustrative only and shall not limit the meaning of the succeeding words.

Your continued instructions amount to acceptance of these terms and conditions, even if you have not signed and returned our engagement letter or if we have not sent an engagement letter to you.

If we have already started work on your behalf, we will have been doing so on the understanding that these terms apply from the start of our work.

2. CLIENT IDENTIFICATION AND ANTI-MONEY LAUNDERING REQUIREMENTS

The law requires us to verify the identity and address of every client for whom we act and, where appropriate, any beneficial owners. To comply, we will ask you to provide us with evidence of your identification and address. We may also carry out checks with third party agencies which provide identity and address verification services. To do so, we will provide the agency with your details and ID documents. Periodically we will need to re-verify your identity and address too.

We are also obliged to establish whether you are a Politically Exposed Person ("a PEP") or connected to one and whether you are subject to financial sanctions.

In connection with some transactions we will also need to ask you questions about either or both the source of any funds involved and the source of your wealth.

All work undertaken by us to meet our legal and professional client identification, anti-money laundering and any other related compliance obligations in respect of your matter will be charged for.

The law also requires that if, in the course of our business, we learn something which should make us suspect that you, or another person, has committed a crime and benefitted financially, we must report what we suspect to the National Crime Agency. We must do this without giving any hint to you that we have reported. We may also have to stop acting for you for a period of time without telling you why. The only exception to this is when we are instructed by a client to defend a possible prosecution or asked by a client to advise upon a crime committed by them. Such advice is confidential.

In addition, we are required by law to report to the National Crime Agency if we have any reason to suspect money or investments are in any way connected with a crime (including UK tax evasion).

3. YOUR RESPONSIBILITIES

You must:

- provide us with clear instructions, and full and accurate information;
- respond promptly to our communications;
- carry out any agreed course of action;

- be open and honest in dealings with us;
- provide money promptly, when required for our fees or for expenses we have agreed to incur on your behalf;
- respond promptly to any request for bank account information (please also see section 11 below).

Our estimates in respect of costs (our fees and any expenses) are conditional upon you complying with your responsibilities. If you do not comply, costs may increase, and we may be unable to properly perform work on your behalf. We shall have no liability to you for any cost, damage or expense to the extent it arises from your failure to comply with your responsibilities.

In cases where we feel the relationship between you and us is not working, we are entitled to end our engagement, charging for work up to that point. The same applies if your failure to comply with your responsibilities gives us ethical or professional difficulties.

4. GIVING INSTRUCTIONS

A person giving instructions on behalf of a company or organisation does so on the basis that he has the authority to give the instructions on its behalf and that it is financially able to meet its commitment to us. We may ask for verification of this in writing. If either proves untrue, the person giving the instructions is personally liable.

If you want us to act only on the instruction of specified people, you must let us know in writing. Otherwise, we assume, and you authorise us to assume, that those representing you are duly authorised to give us information and instructions.

5. FEES AND CHARGES

How we calculate our fees

Our fees are usually calculated by reference to hourly rates, which take into account the degree of complexity, risk, value and urgency involved, and the level of seniority of the lawyers working on your behalf. Each working hour is split into 10 six minute units and our time is recorded in relation to the number of units spent engaged in dealing with the matter. Letters, including e-mails, are charged at 1 unit per item. Preparation and drafting of letters or e-mails if it takes more than 1 unit of time will be charged on a time spent basis.

If a fixed fee is agreed, it will be confirmed in writing and is for dealing with your matter, in accordance with the initial instructions first received, in the normal course of matters of that type. Usually, the work covered will be summarised for you at the same time. If the matter generates work outside the normal course of matters of that type, or the requirements change, we will advise you accordingly as additional fees may be payable.

When a fixed fee matter stops before being completed, the work to date is charged on a time basis, but the total will not exceed the applicable fixed fee.

An estimate or budget figure for costs (our fees and any expenses) is not a fixed sum or quotation, but our best estimate at the time, usually based on comparable cases, of the likely cost of a matter with our fees being charged on a time basis and taking into account any expenses. Our final costs may be higher or lower than our estimate, and we will charge you for costs in excess of our original estimate.

Unless an exemption applies, VAT is added to our fees at the current rate. Figures quoted or estimated for fees do not include the VAT. We are also obliged to add VAT when billing you for most of the expenses we incur on your behalf.

Our hourly rates are reviewed periodically. Normally the rates are reviewed with effect from 1 December in each calendar year.

Out of Hours Work

Where we are required by you to perform work outside of ordinary office hours (for example, where you require us to work during a weekend to meet a deadline) we may increase our applicable hourly rate for work performed during such hours, by up to an additional 100%. Where this is the case, we will draw this to your attention in advance of performing the work.

Expenses

You are responsible for paying any travel or subsistence expenses that we incur during the course of our engagement along with any other expenses such as search fees, experts fees, barrister's fees etc.

Although we do not usually charge for photocopying, we reserve the right to charge where the amount of photocopying required is particularly large.

Billing arrangements

Unless other arrangements have been agreed with you:

- For continuing work, the terms of business are that we will send bills periodically (typically on a monthly basis), depending upon what we decide appropriate to the case. When a rapid escalation of costs occurs in a case, it is likely to be billed more frequently. Short term matters are billed when substantially completed.

- In respect of routine conveyancing transactions, the normal terms of business are that you are billed, and payment is due, at the time of completion. Some mortgage lenders insist upon this. If sufficient funds are available on completion, and we have sent you a bill, you agree that we may deduct our charges from the funds.

- In other cases where we hold funds for you in a client account (which belong to you) for payment of our fees, we will transfer funds to pay our bills from the client account to our office account within 14 days of the date the bill is sent to you. We will take your acceptance of our letter of engagement to be your agreement to us doing this without seeking your specific consent on each occasion.

Any special arrangements with regard to billing agreed between you and us will be confirmed to you in writing.

Our bills are due for payment within one month of their date. Interest will be charged on overdue bills at the judgment debts rate, which is currently 8% per annum.

If you fail to pay any bill within the required period, we may exercise a lien for unpaid costs. This is a legal right over your assets in our possession. This means that we may hold onto your papers and other items in our possession pending payment of those costs. We may also suspend our work for you, or terminate our engagement.

Methods of payment

Subject to any financial limits that might apply we accept payment of our bills by Visa, Mastercard, Maestro or Solo debit or credit cards. Debit and credit card transactions are free. Only our bills and payments on account for our services and expenses can be paid by card, and we cannot accept card payments for deposits, purchase money, another solicitor's costs, or stamp duty.

Payment of costs by third parties

When you engage us to undertake work, you are the person responsible for the payment of our bill. When a third party is liable to or agrees to pay, or to contribute towards your legal costs, it is your right against the third party. You remain liable to pay our bill, whether or not the third party pays us or you and the bill will be made out to you.

Joint costs

Where you instruct us jointly with another person or persons, you are jointly and severally liable for all of our costs.

6. LIMITATION OF LIABILITY

When you engage Greene & Greene, you accept and agree that our liability for loss is limited as set out in this section.

References to "loss" include losses, costs, claims, expenses, liabilities and damages.

In the case of a transaction or case for which we are engaged having a value of £2 million or less, or in the case of services provided by us relating to assets or arrangements having a value of £2 million or less, our aggregate liability for loss (whether arising in contract, tort (including negligence), breach of statutory duty, or otherwise), in respect of all claims relating to our engagement by you and parties related to you, is limited to £2 million.

In all other transactions or cases not falling within the above paragraph, you agree that our aggregate liability for loss (whether arising in contract, tort (including negligence), breach of statutory duty, or otherwise), in respect of all claims relating to our engagement by you and parties related to you is limited to £5 million.

The following parties are related parties:-

- joint clients;

- companies and their subsidiaries, parent undertakings, and any other company with the same parent undertaking or under common control;

- a company and its shareholders and directors;

- partners of a firm or partnership (including a limited liability partnership);

- a partnership or limited liability partnership and its partners;

- family relatives, which means a parent, child, grandchild, spouse or persons living together as if a spouse, siblings, and trustees of a trust of any settlement of which the prime beneficiaries are such relatives.

Despite the above, these limitations do not apply:-

- to the extent we are unable to limit our liability for negligence in accordance with s60(5) Solicitors Act 1974;
- in the case of fraud by us; and
- to limit liability for death or personal injury as a result of our negligence.

7. SCOPE OF OUR INSTRUCTIONS AND RESPONSIBILITIES

Our advice is particular to your individual circumstances. No third party may rely on our advice to you without our prior written consent. You shall not provide copies of reports or advice prepared by us for you to any third parties without our written consent, and shall not represent or suggest to any third party that they may rely on any advice given by us to you.

We do not accept liability to any person or organisation to whom our advice is not addressed, except where its very nature raises a legal duty of care in favour of a third party. The provisions of the Contracts (Rights of Third Parties) Act 1999 are excluded.

We will conduct the work for you and you agree that you will not bring any claim whether in contract, tort, under statute or otherwise against any individual or corporate partner, any director or employee or shareholder of a corporate partner, any employee or agent of the firm including (without limitation) any, consultant, all of whom shall be entitled to rely on these terms and conditions.

8. PROBLEMS AND COMPLAINTS

In the event that you are dissatisfied with any aspect of our service (including any issue with our bills), you should raise your concerns with the solicitor or lawyer acting for you in the first instance, or the supervising solicitor detailed in the engagement letter. If you still feel dissatisfied or that you are unable to approach such a person, then you should contact our Complaints Solicitor, Rob Adam.

We have a procedure for dealing with any complaints that you may have against us, a copy of which is available on request. If at the conclusion of that process, you feel that we have failed to deal with your complaint to your satisfaction, you may have the right to refer the matter to the Legal Ombudsman who can be contacted at 0300 5550333 or by email at enquiries@legalombudsman.org.uk or to PO Box 6806, Wolverhampton WV1 9WJ. Normally, you will need to raise your complaint with the Legal Ombudsman within six months from receiving our final response to your complaint, **and** in any case, within 12 months of the later of either the act/omission complained of or the date you should have become aware there was cause for complaint.

The Solicitors Regulation Authority can also help you if you are concerned about our behaviour. This could be for things like dishonesty, taking or losing your money or treating you unfairly because of your age, a disability or other characteristic. You can raise your concerns with the Solicitors Regulation Authority using the details provided on their website (www.sra.org.uk) or by telephone on 0370 606 2555.

You may also have a right to apply to the Court under Part 3 of the Solicitors' Act 1974 for an assessment of any bill issued to you in respect of a matter.

9. CLIENT ACCOUNT AND FINANCIAL SERVICES COMPENSATION SCHEME

The Solicitors' Accounts Rules 1998 and 2019 require us to keep any funds that we hold for you ("client money") in an identifiable account with a bank or building society. We currently maintain accounts for this purpose with HSBC and Barclays. However, it is a matter for you to satisfy yourself as to the financial standing of both banks and in the absence of fraud or negligence on our part associated with the investment of funds, we will not be liable for any loss that you might incur upon the failure of either bank.

The Financial Services Compensation Scheme (FSCS) has confirmed that the scheme applies to client money. The scheme covers deposits belonging to clients who are individuals or small businesses up to £85,000 per client per bank. As a result, if you hold other personal monies with either HSBC or Barclays you will be subject to an overall £85,000 limit per bank. Some deposit taking institutions have several brands i.e. a bank may trade under various different names. You should therefore satisfy yourself as to the cover available to you under the FSCS by raising appropriate enquiries with your bank, the Financial Conduct Authority (FCA) or a financial adviser.

If we make a claim on your behalf under the FSCS in respect of client money we will, subject to your consent, need to provide certain client information to the FSCS to help them identify you and the amounts to which you are entitled. By continuing to instruct us you consent to us disclosing information to the FSCS on your behalf.

All money held and handled by us for you goes through our client bank accounts. It takes six working days to clear a normal cheque or draft drawn on a clearing bank, and longer to clear building society or non-clearing bank cheques.

Finally, it is a regulatory requirement that solicitors must not provide banking facilities through a client account. Payments into, and transfers or withdrawals from, our client accounts must be in respect of instructions relating to an underlying transaction, (and the funds arising from it), or a service forming part of our normal regulated activities. This means that we may refuse to make certain payments out of our client accounts.

10. Interest and Commissions

The Solicitors Accounts Rules 2019 require solicitors to pay a fair sum of interest on any client money.

Solicitors are not banks and do not provide banking services. Any interest earned on money held by us is likely to be significantly less than that had you invested the money yourself.

It is our policy to pay interest only where: -

a) the total amount of interest payable amounts to more than £100; and

b) the amount of money held exceeds £5,000; and

c) we have held the money for a period of three months or more.

For the purposes of calculating any interest payable under those conditions, we will pay interest at the lower of (i) 1.5% per annum, and (ii) 2% per annum below the Bank of England base rate, or such other rate as we regard as reasonable in the circumstances (but the rate of interest will never be less than 0%).

We will account to you for all stockbrokers' and other commission we receive of £20 or more relating to your transaction conducted through us. Any work involved is included in our normal fees. Alternatively, we offer to split the commission, if you prefer, rather than charging for the handling.

11. Money Transfers

Should it be necessary for us to pay money out, on your behalf, by bank transfer or banker's draft, we require cleared funds from you at the time the payment is made. If you have not provided us with cleared funds (either by cheque or bank transfer) we will be unable to pay money out on your behalf.

Banks do not guarantee that an electronic funds transfer payment will arrive by a particular time of day. When a problem occurs we will do our best to sort it out, but what we can do is very limited. Where you are dependent upon people transferring money to us, you are at risk if the funds are not transferred on time.

In order to make electronic transfers to you, we **must** have the bank and account details from you in writing and to reduce the risk of fraud by third parties, we will often telephone you in addition to verify those details and on occasions we will also carry out additional verification checks.

We will not be responsible for any loss (as defined in section 6) arising from the delayed release of any funds either whether you have delayed supplying us with the requested bank account details and/or requested information or where our verification checks identify regulatory issues requiring attention, whether under the Solicitors Accounts Rules or otherwise, before the funds can be released.

We will charge an Electronic Funds Transfer Fee when making electronic fund transfers out of our client account on your behalf.

Should we receive funds in connection with your transaction from an unexpected source such as a bank account that is not in your name this may, at the very least, delay the progression of the transaction whilst we verify the source of the funds and confirm its acceptability. To avoid any problems arising it is important to ensure that you have discussed with us at an early stage the source of any funds required for your transaction. It is also important to ensure that you are available when key decisions need to be made or key steps need to be taken in relation to your transaction. We will not be responsible for any delay associated with the receipt of funds from an unexpected source or your lack of availability.

12. Insurance Mediation and Financial Services

We are not authorised by the FCA. However, we are included on the register maintained by the FCA so that we can carry out insurance mediation activity, which is broadly the advising, selling and administration of certain 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 Conduct Authority website at www.fca.org.uk/register.

We do provide advice on estate and tax planning and financial strategy. We also provide administration and liaison services in relation to investments. We are only authorised to do this where it is incidental to the legal services we are providing to you. However, we do not provide specific investment advice, or deal with or manage specific investments for you; we will only deal with investments for you as your agent or representative.

The Law Society of England and Wales is a designated professional body for the purposes of the Financial Services and Markets Act 2000. The Solicitors Regulation Authority is the independent regulatory arm of the Law Society. The Legal Ombudsman deals with complaints against lawyers. If you are unhappy with any insurance advice or other advice in relation to investments you receive from us, you should raise your concerns with the SRA or Legal Ombudsman.

13. DOCUMENTS

We keep files containing copies of correspondence documents and other papers relating to your matters. These files may be paper and/or electronic files, or a mixture of both.

We may destroy any paper files on the conclusion of your case or matter, although we will return any of your original documents to you. We will retain electronic files for at least 6 years after the conclusion of your case or matter.

If you would like us to send the paper or electronic file to you, rather than destroy it, you must write to us before we destroy your file.

We may agree to store wills and certain important original documents in our strongroom, on a case by case basis. We will not destroy such papers except with your consent.

If, after your matter is completed, you ask us to review archived files to locate information or documents, we may charge for our time spent doing so at our then current hourly rates.

14. DATA PROTECTION

Our Privacy Notice sets out the personal data we collect from you and how we use that data, including for the purpose of providing our services to you.

Our latest Privacy Notice will be enclosed with these terms, or is available on our website. You may also request the privacy notice from our Data Protection Manager, who can be contacted at our address; telephone 01284 762211; e-mail privacy@greene-greene.com).

By instructing us, you acknowledge that you have read and understand our Privacy Policy.

In certain circumstances, you may give us personal data about third parties, such as your employees, so that we can advise you. In those circumstances:-

- you must ensure you have all notices and consents in place to enable the lawful transfer of the data to us for the purpose of us providing our services; and

- you and we will provide each other with reasonable assistance in complying with any data subject access request in respect of the data we hold, or any other request by the data subject to exercise their rights in respect of the data we hold.

15. INTELLECTUAL PROPERTY RIGHTS

We retain the copyright and all intellectual property rights in all materials produced by us (or by third parties engaged or instructed by us, including barristers), both in writing and electronic form, in connection with, or arising out of, our engagement. We grant you a non-exclusive, non-transferable licence to hold, use and disclose such materials to the extent necessary to pursue the purpose for which the materials were prepared. This licence may be terminated or suspended immediately upon us giving you written notice if you fail to pay any sums to us when due.

16. COMMUNICATION

When using e-mail or fax communications for clients, we do so on the basis that you accept the breach of confidentiality risk involved in this "open" communication system. You must also recognise and accept the other risks of e-mail - there is no verification that the sender is the purported signatory and both an e-mail and a fax message can be incomplete or not received

at all, even though recorded as having been transmitted. We will act upon what we receive, in good faith, but at your risk. We will co-operate in verification, when asked. If you need to be certain we have received your message, please telephone to check. Should you require letters to be marked as confidential, or to be contacted before an e-mail or fax is sent, you must tell us.

17. THIRD PARTY COSTS

We have no obligation to give an undertaking to pay a third party's costs, and will only do so at our sole discretion. Whenever we provide an undertaking to pay costs, we shall require that amount to be deposited with us, in our client account, in cleared funds, before the undertaking is given.

Where you deposit money with us in such circumstances, you deposit it with us on the basis of your irrevocable instructions to apply it to meet the undertaking, if and when the undertaking has to be complied with.

18. TERMINATION

Except in a conditional fee case or any other case where we have set out otherwise in our engagement letter or other correspondence to you, you can terminate your instructions to us at any time. If our instructions are terminated whilst the matter is still current, we shall be entitled to do what is necessary to comply with our outstanding obligations in respect of the matter. The passing of papers to you, or to other legal representatives, will be subject to those obligations and any fees and expenses due to us, in respect of that matter, having been paid.

If you are an individual consumer, you may have additional rights to cancel our engagement within 14 days of the start of our engagement. Details of these rights are set out in our engagement letter. However, once we have started work on your file, you may be charged if you then cancel your instructions.

Once we have accepted instructions from you to deal with a matter, we may stop dealing with it, and terminate our engagement at any time upon giving you notice. We will be entitled to charge for our fees and expenses until the point of termination, and (subject to you paying those fees and expenses, and to any lien we may hold) we will release to you our file and any items belonging to you or any other legal adviser you instruct in relation to the matter.

In cases funded by insurance, we have the right to terminate the retainer if the insurance cover is withdrawn.

19. MISCELLANEOUS

These terms and conditions, our engagement letter and its schedules, and our engagement generally are governed by the laws of England and Wales. The courts of England and Wales shall have exclusive jurisdiction to settle any dispute which may arise in respect of our engagement, these terms and conditions or our engagement letter and its schedules (including any non-contractual disputes). However, if you are a consumer, and live in Northern Ireland or Scotland, the courts of Northern Ireland or Scotland (as the case may be) shall also have jurisdiction to settle any such dispute.

We may transfer assign or novate our rights and obligations under these terms and conditions, our engagement letter and its schedule and our engagement generally to any successor body of ours, including a company or limited liability partnership. We will give you written notice of any such transfer assignment or novation.

20. REGULATION

We are authorised and regulated by the Solicitor's Regulation Authority (whose website is at www.sra.org.uk) with regulated no. 50190 and are required to comply with the SRA Code of Conduct for Firms, and the SRA Code of Conduct for Solicitors, RELs and RFLs.

Our compliance officer for legal practice (COLP) is Andrew Cooper (who can be contacted at our address; telephone 01284 717511; email andrewcooper@greene-greene.com).

Our VAT registered no. is GB 102 1413 47.

21. OUR PARTNERS

Greene & Greene is a partnership of individuals and limited companies. A full list of partners can be found on our website and on our letterhead. Any reference in any correspondence or materials to a director of a corporate partner as a "partner" is to be treated as a reference to the limited company alone and does not mean or imply that the director is being held out as an individual partner.