

Terms of Business

The terms we, our, us, the Firm, Stephensons shall refer to Stephensons Solicitors 57-59 High Street Brierley Hill West Midlands DY5 3ED and The Cottage High Street Wombourne. We are authorised and regulated by the Solicitors Regulation Authority Numbers 55861

The terms you or your, refer to our client, the person, people or entity by whom we are instructed. We will be entitled to assume whoever is providing the instructions has the authority to do so and in the case of a company or partnership that the person has brought the terms and conditions to the attention of the directors and partners. We shall be entitled to rely on any information provided to us by you. We have procedures in place to ensure conflict of interest checks are made as soon as practicable so as to ensure we fulfil our professional obligations. If at any time you become aware of an actual or potential conflict you must inform us immediately.

The term Matter will refer to the specific transaction for which you have instructed us.

The term Fee Earner shall refer to the solicitor, legal executive and paralegal who will be dealing with your matter.

The headings in these Terms are for convenience only and shall not affect their interpretation.

1. Communications between us

Stephensons offices are open between the hours of 9am to 5pm each weekday. Wombourne office is closed between 1pm and 2pm each weekday.

In the course of this retainer, we may communicate with you via e-mail. You should be aware that the internet is not a secure medium and we cannot guarantee the security or integrity of such communications. We will use reasonable procedures to check for the most commonly known viruses before sending information electronically but shall have no liability to you in respect of any error or omission arising from or in connection with such communications. If you do not wish us to communicate with you electronically, please discuss this with us and we will make appropriate alternative arrangements.

2. Responsibilities for Work

The name and status of the person responsible for handling your matter will be notified to you at the onset of your matter. If he/she is unavailable you will be able to leave a message with either his/her secretary or our reception team.

You will be notified which Partner will have ultimate responsibility for your matter.

We will provide the services set out in the engagement letter that accompanies these Terms. If there are any conflicts between these Terms and those contained in the engagement letter, the latter will apply.

3. Fees and Disbursements

- 3.1 Fees will either be a fixed fee agreed with you at the outset of the matter or will be calculated by reference to time spent by us in dealing with your matter and having regard to all the circumstances of the matter and, in particular, to the specialised knowledge and responsibility involved, the importance of the matter to you, the value of the consideration and the urgency of the matter. You will be notified separately at the beginning of the matter of either any fixed fee agreed with you or our current charge out rates.
- 3.2 The fees charged in this matter cover the work you have instructed us to undertake. In some matters there may be a change in circumstances or issues of exceptional complexity or urgency may arise, where it becomes apparent that such circumstances exist, we reserve the right to vary the Fees. If we are instructed to undertake further work, we will make an additional charge.
- 3.3 VAT is charged in addition to these fees, at the current rate our VAT registration number is 277 8803 09.

- 3.4 There may be certain other expenses (known as disbursements) which we incur on your behalf such as court fees, land registry fees and stamp duty by instructing us you are authoring us to incur such expenses as we consider appropriate in the conduct of your matter. We reserve the right to charge for the copying of documents, travel costs and special delivery including couriers and other non-routine methods of posting without seeking your prior authority. We will seek your authority before incurring unusual or exceptional disbursements.
- 3.4.1 When paying disbursements on your behalf in such cases where they are paid directly out of our office account by way of direct debit and or bulk payment, we will seek a reimbursement from client account in accordance with rule 5 of the Solicitors Accounts Rules.
- 3.5 We reserve the right to seek payment of fees and disbursements where considered appropriate. If payment is not made when requested we reserve the right to suspend any further work until payment is made.
- 3.6 Should the matter not be carried through to completion for whatever reason a charge will be made in respect of the work already undertaken together with VAT and disbursements incurred. If a fixed fee has been agreed this may be a proportion or the full value depending on the amount of work been done.
- 3.7 If we agreed to act for you on a conditional fee agreement (CFA) the terms of that agreement will be incorporated into these terms. If there are any inconsistencies between these terms and the CFA, the provisions of the CFA will apply.
- 3.8 Any monies held by us on your behalf on account of costs and disbursements may be utilised towards discharge of any bills of costs or disbursements immediately upon rendering without the need for prior authority from you.
- 3.9 Our charge out rates are reviewed on the 1st January in each year in the event that there is an alteration to these rates that may affect your matter you will be notified by us.
- 3.10 If a CHAPS payment is necessary there will be a fee charged of £30.00 plus VAT. Should it be necessary to make a BACS payment to a third party or yourself there will be a fee payable of £15.00 plus VAT
- 3.11 It is this firm's policy to carry out a Lawyer Check at the outset of every transaction the fee for this is £18.00 plus VAT
- 3.12 If your matter is lodged on the LMS Portal via your lender there will be an additional fee added to your bill of £25 plus VAT

4. Bills

- 4.1 It is the firms normal practice to request a payment on account of anticipated costs and expenses. Any amount paid by you on account of future work will be held in our client account pending that work being billed or the expense being paid by us.
- 4.2 The firm may as the matter proceeds deliver interim bills to you for work carried out to date. These bills will be regarded as statutory bills. In relation to most transactions, we will send you a bill on or shortly before completion of the matter. If we hold sufficient funds in our client account on completion and we have sent you a bill, we will deduct our charges from these funds.
- 4.3 Payment of our bills is expected on receipt of our invoice. We reserve the right to charge you interest on the amount you owe at the rate payable on judgement debts from one month after you receive the bill. You will be deemed to have received the bill within three working days of the bill date. If you have any query about the bill, please contact the person handling your matter straight away. If we hold money on your behalf in relation to any other matter, we may without reference to you take such money in payment or part payment of our bill, whether such bill is overdue or not.
- 4.4 The narrative on your bill setting out the work done for you will only be a brief indicative paragraph unless you ask at the outset for a full detailed narrative bill of costs.

- 4.5 We reserve the right to suspend work on or to withdraw from all matters on which you have retained us if you fail to settle any bill, interim or final, in full within one month of it being delivered to you, or if you do not, when requested by us advance monies on account of fees and disbursements. We may agree payment schedules with you if requested. If you fail to make payments on the due date, we reserve the right to cease to act on your behalf until the outstanding sums are discharged.
- 4.6 Any bills issued to you, whether interim or final should be regarded as statutory bills. As such any such bill is open to challenge by you by invoking our complaints procedure set out in these terms. Furthermore, you may also have the right to object to the bill by applying to the court for assessment of the bill under Part III of the Solicitors Act 1974. You should read the important information which is printed on the reverse of all bills we issue.
- 4.7 Unless we have agreed to act for a fixed fee our charge will be calculated mainly by reference of time spent dealing with your matter, but will also take into account complexity, value, and urgency.
- 4.8 Each legal advisor has an hourly rate of charge calculated in accordance with the formula suggested by the Law Society.

5. Joint & several liability

- 5.1 If you instruct us with another person or entity then your obligations to make payment of our bills shall be joint and several. This means that each party will be regarded as responsible for the payment of the total of the firm's full bill.

6. Lien

- 6.1 We have a legal and contractual right to hold on to your file, papers or other assets in our possession until any and all outstanding sums are paid.

7. Storage of your papers and deeds

- 7.1 After completion of your work, we are entitled to retain your papers and documents while money is still owing to us. Thereafter, we will keep our file of your papers for a minimum of 6 years. After such period we have your authority to destroy the file.
- 7.2 No charge will be made to you for storing papers or deeds unless prior notice is given to you of a charge made from a future date which will be specified in that notice.
- 7.3 We do not normally make a charge for retrieving stored paper or deeds in response to continuing or new instructions to act for you. However, we reserve the right to make a charge based on the time we spend on reading papers, writing letters or other work necessary to comply with the instructions. This may include a charge for photocopying any papers and postage.

8. Client Identification

- 8.1 Solicitors firms are subject to The Money Laundering and Terrorist Financing (amended) Regulations 2022 and as such are required to obtain satisfactory evidence of your identity. To enable us to comply with the law you must provide us with both photographic identification and evidence of your personal address. If you have not already done so, please provide us with one of the items in list A and one of the items in list B. In addition, please provide your National Insurance Number.
- 8.2 List A – Evidence of Name & Date of Birth – one from this list
- A current valid full passport;
 - A valid HM Forces identity card with the signatory's photograph;
 - A current photo card driving licence;
 - Original Birth Certificate;
 - Firearms licence

- 8.3 List B – Evidence of current address – one from this list
- UK photo driving licence (if not already used to verify your identity);
 - Current bank statement;
 - Recent utility bill no more than 3 months old;
 - Council tax bill for the current year;
 - Local Council or Housing Association rent card;
 - House or Motor insurance certificate/schedule;
 - HMRC self-assessment statement or tax demand dated in the current year;
 - Mortgage statement for the current year
 - Recent correspondence from a government agency e.g., DWP

Documents we won't accept:

- Provisional Driving Licence
 - Mobile phone bill
 - Credit card statement
- 8.4 Only originals or copies certified by a solicitor will be accepted.
- 8.5 We are also required to ascertain if you are a Politically Exposed Person (PEP) and to do this we are required to do an electronic search of you these are charged at £9 per person

- 8.6 In the case of a corporate client

If you are a corporate body you must provide:

- Full Company Name
- Company Registration Number
- Address of registered office
- Address of principle place of business
- Names and addresses of two company directors
- Names and addresses of senior persons responsible for its operations

Regulation 43(1) of the Money Laundering, Terrorist Financing and Transfer of Funds (information on the Payer) Regulations 2017, imposes an obligation on corporate bodies (other than listed on a regulated market) to provide information outlined above before we are able to enter into transactions or form a business relationship with you.

9. Money Laundering and Notification to NCA

- 9.1 Under certain statutory provisions this firm, like all firms of solicitors, may be obliged, without reference to you, to make a disclosure to the National Crime Agency (NCA). This is where the firm knows or suspects that a person is or has engaged in money laundering arising from any form of criminal activity unless professional privilege applies. We there reserve the right to give such notices as we deem appropriate without notifying you at any time.
- 9.2 We will be obliged to ask questions and obtain evidence of proof of funding if this information is not already available to us.
- 9.3 Where we have to pay money out to you this will be done by way of cheque or transfer. It will not be paid in cash or to a third party.
- 9.4 We will not be liable for any loss, damage or delay arising out of this firm's compliance with any statutory regulatory requirement.

10. Cash Limit

10.1 We will not accept any cash sum exceeding £500.00 for any one transaction

11. Payment to you

11.1 Where we have to pay money to you, this will be done by cheque or bank transfer. It will not be paid by cash and no payments will be made to an unrelated third party to the transaction.

12. Data Protection Act

12.1 Your personal data, which will be used to provide legal and other services to you, is protected by the Data Protection Act 2018 and General Data Protection Regulation (EU GDPR) and is confidential. Our use of your data is subject to your instructions. Please note that our work for you may require us to give information to third parties such as experts and other professional advisors. You have the right of access under Data Protection Legislation to the personal data we hold about you. We may from time to time send you information that may be of interest to you. If you do not wish to receive any such information, please notify our office in writing.

Under regulation 40 of the Money Laundering Regulations 2022 we must keep a copy of the documents and information we have obtained to fulfil our Client Due Diligence obligations and sufficient supporting records of the transaction to enable it to be reconstructed for a period of five years following completion of the transaction or the end of the business relationship.

We will however continue to hold your personal data on file until it is subsequently destroyed which may exceed a period of 5 years.

12.2 Consent

We are required to obtain your consent to use and store any personal information we obtain from you in the course of the transaction we have been retained for.

Why are we collecting personal data?

We are collecting personal information from you that is relevant and required to enable us to complete your transaction.

Who will use the data?

Your personal information will be used by Stephenson's and, any third party relevant to the transaction for example, Bank or Building Society providing you with a mortgage, Solicitors acting on the other side of your transaction, HM Land Registry, HM Revenue & Customs (this list is not exhaustive). If we did not have your consent to use and share your information with relevant third parties, we would be unable to complete your transaction.

Who will we share the data with?

The information will be shared with relevant parties to the transaction only. It will not be sold to any outside organisation or used for marketing purposes.

Where is the data kept?

The information is kept at the offices and storage facilities of Stephenson's either on physical paper files or electronically on a secure server.

How long will we keep the data?

The information will be kept in line our regulating bodies guideline for a minimum of 6 years.

Withdrawal of consent

You may withdrawal your consent at any time in writing to this office or email to the person with conduct of your transaction however, if this is done before the transaction is concluded we will be unable to continue to act for you.

Signing of the consent

By signing this consent, you are agreeing to the terms of this consent that Stephensons and any third party relevant to your transaction will have access to any personal information you provide to

12.3 Marketing Preferences

Stephensons needs your permission to tell you about products and services that could benefit you, or save you money. They won't sell your details, and will only get in touch occasionally using the contact details you've given us, and you can opt out at any time.

13. Equality & Diversity

13.1 We are committed to promoting equality and diversity in all our dealings with client's, third parties and employees. We comply with our obligations under the Equality Act 2010. A copy of our policy is available on request.

14. Third Party Rights

- 14.1 The service provided by the firm are for your benefit only and solely for the matter to which they relate and confers no benefit upon any third party.
- 14.2 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this agreement and no person or entity other than you and Stephensons shall have any rights under it.
- 14.3 Our terms of business may be varied or amended or the agreement suspended cancelled or terminated without the consent of a third party.

15. Copyright & Intellectual Property

15.1 We retain the Copyright and Intellectual Property Rights in any documents we create for you. You have the right to use these documents for the purposes made and for business records. You may not use those documents for any other purposes without written permission. We accept no liability if you do. Documents are drafted to comply with the law on the date they are produced and to meet the needs identified in your instructions to us then. We accept no liability for any change in the law after we drafted the document.

16. Conflicts

- 16.1 We have the following rights to cancel this Contract on giving immediate written notice:
- If our own interest's conflict with yours; or
 - If a conflict of interests arises between you and any of our other clients in relation to the same or related matters, or there is a significant risk that this might happen; or
- If any instructions you give us conflict with our professional duties or obligations as solicitors.

17. Tax Disclaimer

17.1 Disclaimer - This contract is for the provision of Legal Services only and we will not give any advice in relation to Capital Gains, Inheritance Tax or any other issue relating to this transaction unless specifically mentioned in the engagement letter that accompanies these Terms

18. Consumer Contract Regulations 2014

18.1 Where we have not met with you and taken instructions in person, the Consumer Contract Regulations 2014 may apply. The regulations state you have a right to cancel this contract within 14 days without giving any reason. The cancellation period starts the day we are instructed and will expire 14 days thereafter.

18.2 Should you wish to cancel this agreement during the 14-day period, you can do so by either delivering a note cancelling your instructions to this Office or by sending it by post, fax or email. You may not, however, cancel the agreement once I have, with your permission, started to do the work on your behalf. By signing and returning this letter you are agreeing that to avoid any delay in the transaction I may start work on your behalf straight away and I do not have to wait for the cancellation period to expire. You are also agreeing that this transaction will take in excess of 30 days to be completed.

19. CQS Protocol

19.1 This Firm is a member of the Law Society CQS under number CQS00679 and thus will be adopting the Protocol. Under the terms of the Protocol, there are professional obligations to which we must adhere and I must draw your attention to disclosure and the sharing of information which will ensure the smooth running of your transaction. By signing and returning this letter you are agreeing to the sharing of relevant information of your transaction

20. Client Care & Complaints

20.1 We are committed to high quality legal advice and client care. If you are unhappy with any aspect of the service you have received or are unhappy about the bill, please contact the writer in the first instance. If you are not satisfied with their proposals, then the matter should be taken up with the Partner responsible for dealing with this complaint. The partner responsible for your matter is Robert Farrow. Your complaint will be dealt with promptly, fairly and free of charge. If the matter cannot be resolved informally, it would assist investigations if you were to fully detail your concerns in writing.

A copy of our complaints policy is available on request.

If, in the unusual event that we are unable to resolve the matter to your satisfaction and you are still unhappy, you are able to take the matter up with the Legal Ombudsman. The Legal Ombudsman investigates complaints about service issues with Solicitors

The Legal Ombudsman expects complaints to be made to them within one year of the date of the act or omission about which you are concerned or within one year of you realising there was a concern. You must also refer your concerns to the Legal Ombudsman within six months of our final response to you.

Contact details for the Legal Ombudsman are as follows:

Address PO Box 6167 Slough

Email enquiries@legalombudsman.org.uk

Telephone 0300 555 0333

You can obtain more information about complaints and what the Legal Ombudsman can do on their website www.legalombudsman.org.uk

If you wish to involve the Legal Ombudsman you should do so no later than six months after the date of our final response.

21. Interest paid to Clients

21.1 All client funds received by this Firm will be held in Stephenson's general Client account unless otherwise specified. Payment of any accrued interest above the de minimis limit of £50.00 will be paid at the conclusion of your matter in line with Barclays published clients reserve account rates.

- Client monies paid to us are held in an instant access account in order to facilitate client transactions. As a result, you are unlikely to receive as much interest on monies as might have

been obtained had you invested the monies yourself.

- Any interest monies we pay is gross and you are therefore responsible for declaring any interest for tax purposes that may arise as a result of any interest payments we make to you.

22. Professional Indemnity Insurance

22.1 We have in place Professional Indemnity Insurance cover which meets or exceeds the requirements of our regulatory body and mortgage lender's a copy of the policy is available for inspection on request. In the event of any failure by the Firm to meet its liabilities, apart from such insurance, the Solicitors Compensation fund is in place.

23. Financial Services Compensation Scheme

23.1 We satisfy the criteria required by the FSC. The criteria is determined by reference to sections 382-384 of the Companies Act 2006.

24. Future Instructions

24.1 Unless otherwise agreed and subject to the application of our then current hourly rates, these Terms & Conditions of Business shall apply to any future instructions given to us by you.

25. Litigation, Matrimonial and Employment matters before a Court or Tribunal

25.1 If counsel (a barrister) is instructed on your behalf in connection with your matter we will ask you to make a payment on account of counsel's fees. If you do not pay such sums when requested to do so, then we reserve the right to decline to instruct counsel and or stop acting for you.

25.2 If you are successful in your court/tribunal litigation the court/tribunal may order the other side to pay some costs and expenses to you. It is unlikely the court/tribunal will order the other party to pay all of your costs and expenses. Furthermore, even if you are awarded costs the other party may take time to pay the sum you are awarded or may not be able to pay. You should therefore be fully aware that you are still responsible for our full charges irrespective of whether the other side is ordered to make a contribution.

25.3 The court has the power to order you to pay some or all of the other party's costs and expenses. This is usual should you be successful in your action. Such payment would be in addition to any costs and expenses we bill you.

26. Termination

26.1 You may terminate your instructions to us at any time in writing. You will be charged for any work done up to the termination.

26.2 We may stop acting for you in accordance with Solicitors Regulatory Authority guidelines, only with good reason and on giving you reasonable notice. This may happen if, for example, a conflict of interest arises. You will be charged for any work done up to termination.

27. Limitation of Liability

27.1 All funds held on your behalf are held in our Client Premium Account at Barclays Bank PLC. Stephensons will not be liable to repay any client monies lost as a result of banking failure but, you may be able to make a claim for compensation with the Financial Services Compensation Scheme (FSCS). Claims to the FSCS are subject to a limit (currently £85,000.00) which applies to each individual and small companies. If you are a corporate body, you will not be eligible for compensation. If such a claim is necessary then we will need to provide the scheme with your client information to enable them to process such a claim. We will assume that you consent to such information being disclosed unless you request in writing that your information is not disclosed.

27.2 The aggregate liability, whether to you or to any third party, of whatever nature, whether in contract or tort (including negligence) or otherwise of Stephensons for any losses whatsoever and howsoever caused shall

not exceed £2,000,000.00 (two million pounds) (including interest). You agree that this represents the extent to which it is reasonable for us to bear liability, in view of, amongst other things, the scope of the services and the risks we assume in carrying out the services compared to the fees we receive.

- 27.3 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 or, any event or change to the law (or its interpretation) which occurs after the date on which the relevant service is provided.
- 27.4 Your agreement is solely with Stephensions and you agree not to bring any claim against any of the partners, consultants employees or agents of Stephensions. Those partners, consultants, employees or agents assume no personal liability for the provision of services and shall be entitled to rely on these Terms in so far as they exclude their liability.
- 27.5 We can only limit our liability to the extent the law allows. In particular we cannot limit our liability for death or personal injury caused by our negligence
- 27.6 We will not be liable for any consequential, special, indirect or exemplary damages, costs or losses or any damages, costs or losses attributable to lost profits or opportunities.
- 27.7 We will not be liable for any loss or damage, whether direct or indirect, caused by any communication, whether by post, fax or email, being misdirected or intercepted by third parties where such misdirection or interception is not a result of our negligence.

28. Introductions & referrals

- 28.1 We will let you if we have any financial relationship with a third party relating to your matter. In any event, no such relationship shall compromise our obligation to provide independent advice to you and to act at all times for you alone and in your best interests.

29. Applicable Law

- 29.1 Any dispute or legal issue arising from our terms of business will be determined by the law of England and Wales, and considered exclusively by the English and Welsh court.

30. Consumer Protection from Unfair Trading Regulations (2014)

- 30.1 You have a duty under these regulations that you must not mislead the buyer by providing incorrect or ambiguous information, or by omitting to provide material information. We would remind you that certain information will be revealed through searches and completion of the TA6 Form with other information becoming apparent through searches and other surveys or reports. You are reminded that your consumer may have rights of redress against you, including the right to unwind the transaction and seek damages.

31. Overseas Funding

- 31.1 To satisfy the Money Laundering Regulations where any source funds originate from an overseas bank account and cannot be evidenced in a 12-month paper trail in a UK bank account we will be unable to continue with the transaction.

32. Ways to pay your Bill

- 32.1 Cheques should be payable to Stephensions. Bank payment can be made to Barclays Bank Account Number 10828610 Sort Code 20-27-17 please ensure you quote the invoice on your payment. Debit Card payments can be made in person or over the telephone to 01384 7973. It should be noted that we do not take Credit Card or Company Debit Card payments.

33. Banking Failure

- 33.1 Any monies held on your behalf will be held in our Client Premium Account at Barclays Bank PLC. Barclay Bank PLC is a deposit taking institution authorised by the Financial Conduct Authority
- 33.2 Stephensions will not be liable to repay any client monies lost as a result of banking failure but you may be able

to make a claim for compensation with the Financial Services Compensation Scheme (FSCS).

34. Speaking to your Lender

34.1 We are also acting for your proposed Lender in this transaction, this means we have a duty to make full disclosure to the Mortgagee of all the relevant facts relating to you, your purchase and mortgage. That will include disclosure of any discrepancies between the mortgage application and information provided to us during the transaction and any cashback payments or discounts schemes which the seller is providing you. If a conflict arises, we must cease to act for you in this matter.

35. External Auditing

35.1 External firms or organisations may conduct audit or quality checks on our practice. These external firms or organisations are required to maintain confidentiality in relation to your files.

36. Property Disclaimers

36.1 we will not carry out a physical inspection of the property, we will not advise on the valuation of the property nor the suitability of your mortgage or any other financial arrangements. We will not advise on environmental liabilities where we shall assume, unless you tell us in writing to the contrary that you are making your own arrangements for any appropriate environmental survey or investigations. We may however, need to obtain on behalf of your lender at your expense an environmental search.

37. Undertakings

37.1 As solicitors, we are obliged to fulfil any undertakings we may give in the course of our work for you. Where you instruct us to give an undertaking and we will act on your instructions you agree that:-

37.1.1 You will not withdraw or change your instructions to us in relation to the undertaking; and

37.1.2 You will do everything you can to ensure that we are able to fulfil the undertaking

38. General

38.1 No person other than a party to our agreement with you may enforce and terms of such agreement by virtue of the Contracts (Rights of Third Parties) Act 1999 unless expressly agreed in writing. What this means is that no other person except you has any rights under our agreement with you unless we expressly agree otherwise with you.

38.2 Each of these terms in this document shall be regarded as independent of every other term so that if such term or the application of any such term to any person or to any circumstances is found to be invalid or unenforceable, then such finding will not affect any other term or the application of such term to any other person or circumstance.