

Client Charter

We are committed to providing all our clients with a high quality service. We are also dedicated to improving our service and to responding to our clients' changing demands.

Clarkson Wright & Jakes LLP
Solicitors and Notaries

WHAT YOU CAN EXPECT FROM US:

- to be offered a meeting with the lawyer who will be responsible for dealing with your work;
- to be informed of the name of the client partner who is responsible for your overall relationship with us;
- to receive a prompt response to your letters, emails and telephone calls;
- to receive clear advice in plain English and free of legal jargon;
- to receive value for money and clear information on our fees from the outset;
- to have any complaint responded to within 48 hours.

LIMITED LIABILITY PARTNERSHIP

In these Terms and Conditions of Business, references to "the LLP", "we", "us" or "our" are references to Clarkson Wright & Jakes LLP and any successor or assignee. Clarkson Wright & Jakes LLP is a limited liability partnership, incorporated in England and Wales with registered number OC334364, with its registered office at Valiant House, 12 Knoll Rise, Orpington, Kent BR6 OPG.

A limited liability partnership is a body corporate which has "members". However, it is more usual for senior professionals to be referred to as "partners". We use the traditional title of "partner" to describe members of the LLP and some senior employees with equivalent standing and qualification. There is, however, no partnership between the LLP's members and/or its employees and/or the LLP itself. A reference in these Terms and Conditions of Business, or otherwise in the course of your dealings with us, to a person being a "partner" is a reference to that person in his or her capacity as a member or employee of the LLP.

A list of the members of Clarkson Wright & Jakes LLP is displayed at our registered office, together with a list of those non-members designated as partners.

TERMS AND CONDITIONS

By instructing or continuing to instruct us, you are deemed to have accepted these Terms and Conditions of Business. We reserve the right to amend these Terms and Conditions of Business at any time provided we give you prior notice of the proposed change.

Each member, employee and consultant of Clarkson Wright & Jakes LLP shall be entitled to the benefit of these Terms and Conditions of Business under The Contracts (Rights of Third Parties) Act 1999, but the contract with you may be varied from time to time or terminated without the consent of any such person.

These Terms and Conditions of Business supersede any prior agreement, whether written or oral.

OUR WORKING RELATIONSHIP

The appointment of a lawyer is an important decision and one which you should not take lightly. We are keen that you should get to know as much as possible about us and the way we work so that you are sure in your own mind that we are the right firm for you.

We encourage you to come and visit us so that we can meet face to face, even if you have no particular legal concerns at the time. We are pleased to supply references from our clients or other professionals should this be necessary.

PARTNER LED APPROACH

One of our partners, your client partner, will be responsible for supervising and handling the firm's relationship with you. You will be introduced to or be given the name of your client partner at the outset. He or she will take a particular interest in your business or affairs to ensure that you are satisfied with the level of service.

YOUR LAWYER

We will arrange for a lawyer with the relevant expertise and seniority to deal with your affairs and will advise you of their contact details and name. This may not always be a partner as your client partner may wish to draw on the skills of others within the firm who have the necessary technical or specialist expertise. Also, there may be instances where certain routine work can be carried out more cheaply and just as efficiently by a junior lawyer under the close supervision of the client partner. However, if requested, a partner will deal with your affairs.

We place great importance on ensuring continuity. However, we will keep you informed of any necessary change in the people dealing with your affairs.

TRAINING

All our staff are trained in areas relevant to your needs. Our lawyers are kept up to date with recent changes in the law and our other staff are trained to make dealing with us as effortless and smooth as possible.

EQUALITY AND DIVERSITY

We are committed to eliminating discrimination and promoting equality and diversity. We do not discriminate on grounds of race, gender, sexual orientation, religion, age or disability in the provision of any of our services, when instructing counsel or other experts, or when deciding whether or not we are able to accept a client's instructions.

CONFIDENTIALITY

Confidentiality is the cornerstone of our relationship with you. As well as being a principle under which we operate, it is a legal requirement ensuring that you can be open in your discussions with us in the knowledge that they are entirely confidential. We will only disclose information given to us by you if you agree to us doing so or if we are compelled to disclose it by a court order or other legal requirement, for example, if the provisions of The Proceeds of Crime Act 2002 apply.

However, as an ISO 9001 firm we are required to allow a random selection of our files to be audited externally to ensure the continuing quality of the service we offer. The ISO 9001 Auditor is concerned only to check that our procedures are conforming to the required Quality Standard and will not examine the subject matter of the file. If you object to your files being made available for this audit, please register your objection in writing at the earliest opportunity.

INITIAL ADVICE

We may agree to meet with you on a "no obligation" basis if you are unsure about whether or not we will be able to help and would like to have an informal meeting before instructing us. This will need to be agreed in advance. We also have occasional "surgeries" and seminars where initial advice is given free of charge.

USE OF OTHER PROFESSIONALS

We will arrange with your agreement for other professionals to assist with your case, when needed. These may be, for example, barristers,

surveyors, interpreters or enquiry agents. Although we take great care in selecting the appropriate professional, we cannot be responsible for their conduct of matters which are under their control.

INSTRUCTIONS

When you instruct us in relation to a new matter, transaction or case, we will normally send you an engagement letter, together with a supplemental letter or email confirming your instructions, although if you have instructed us before, we may not send you the formal engagement letter again. The terms of any engagement letter, supplemental letter or email and these Terms and Conditions of Business will together form the contract between us in relation to that matter, transaction or case. If you are arranging for any other person to pay our fees and expenses, you must ensure that they are aware of all the terms of the contract between us.

Your contract is a contract with Clarkson Wright & Jakes LLP. There is no contract between you and any member, employee or consultant of the LLP. Any advice given to (or other work done for) you by a member, employee or consultant of the LLP is given (or done) by that person on behalf of the LLP and not in his or her individual capacity and no such person assumes any personal responsibility to you for the advice or other work.

Where we are instructed by more than one person, firm or company to represent their legal interests, those instructions will be considered to be joint and several unless another arrangement is agreed in writing between us. By joint and several we mean that responsibility for communicating with us and for paying our fees rests with each of you individually as well as collectively. This also means that we are entitled to take instructions from one of you on behalf of each client.

WILLS, DEEDS, PAPERS AND DOCUMENTS

We will store deeds, wills, documents, etc. by agreement with you. We may make a charge to cover our administration costs and withdrawing a file from storage or providing information or copies contained in a stored file.

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 relating to any matter. We will keep our file of papers (except for any of your papers which you ask to be returned to you) for no more than 10 years. We keep the file on the understanding that we have the authority to destroy it seven years after the date of the final bill we send you for this matter. We will not destroy documents you ask us to deposit in safe custody.

Should a will or other legal document be signed elsewhere than on our premises, we will provide you with the necessary information as

to how the document is to be signed and witnessed. If you fail to act on the written directions and this results in the document becoming defective, we accept no liability for any consequences which stem from such defects.

CRITICAL DATES

Once your matter, transaction or case is completed, we cannot accept any on-going responsibility for reminding you of critical dates relating to matters such as rent reviews, lease renewals, the exercise of options or the service of notices within time limits, unless we have current and specific written instructions from you to deal with them prior to the critical date.

COPYRIGHT AND OTHER INTELLECTUAL PROPERTY RIGHTS

Unless otherwise specifically agreed in writing, we retain the copyright and other intellectual property rights in all written or other materials supplied to you. In the event that materials prepared by us are passed on to or are disclosed by you to third parties, then you are liable for the payment of proper professional charges for their use and all expenses or losses incurred in enforcing our intellectual property rights.

CONFLICTS OF INTEREST

In your interest, and to avoid a potential conflict of interests, you should ensure that the lawyer responsible for your matter is advised of your full and correct name and address and, in the case of corporate clients, the registered office and registered number of the company, and in the case of partnerships, the names of the partners or members and the business address. All material information in relation to a matter should be given at the earliest opportunity to the lawyer responsible, so that we can check that we are not prevented from acting for you because of earlier instructions from another interested party.

MONEY LAUNDERING REGULATIONS

Under the terms of these regulations we have a duty to check the identity of clients and, when first instructing us, you will be asked to provide evidence of your identity. We may subsequently ask for additional information; for example, if you have changed address.

Electronic checks of financial, public and electoral roll records may also be carried out.

INTEREST

We will pay you interest on money which we hold for you in accordance with the Law Society accounts rules, but we reserve the right to deduct an administrative charge for calculating the interest due. Where the interest is less than the administrative charge, no interest will be paid to you and our administrative charge will be reduced to equal the interest earned. In calculating interest due to you, we will assume that five working days are taken to clear cheques with interest credited from the sixth day onwards. Payments made by cash, bankers

draft or electronic transfer are treated as cleared funds.

In certain types of cases, where you are required to provide funds (for example a property purchase), we will normally inform you and require payment not less than five working days prior to completion. Cleared funds, as described in the paragraph above, are required in all cases and we reserve the right to charge interest on uncleared funds, or to refuse to complete the transaction in the absence of cleared funds.

FINANCIAL SERVICES

We are not authorised by the Financial Services Authority. However, we are included on a register maintained by the Financial Services Authority so that we can carry on mediation activity, which is broadly advising on, selling and the administration of insurance contracts. The register can be accessed via The Financial Services Authority web site at www.fsa.gov.uk/register. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by The Law Society. 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 Complaints Service is the independent complaints handling body of the Law Society.

INDEPENDENT FINANCIAL ADVICE

Many legal issues have a financial dimension which often requires additional expertise.

We can provide this expertise through Valiant Financial Consultants Limited, an associated company operating from Valiant House. Valiant is regulated by The Financial Services Authority and its clients will enjoy all the statutory protection provided by The Financial Services and Markets Act 2000.

The advice given will be totally impartial, independent and objective. We can arrange a 'without obligation' consultation with an adviser following which you will normally be provided with a report containing recommendations specific to your requirements and details of any costs or charges.

Please note that Valiant's activities are not regulated by the Law Society or the Solicitors Regulation Authority and that the statutory protection given to clients of solicitors is not available.

CHANGE OF ADDRESS

Any change of address should be notified to us as soon as possible. Your address for all purposes, including correspondence and service of notices, shall be the initial address notified to us by you unless you notify us otherwise.

PLAIN ENGLISH

We aim to provide clear, jargon-free advice. All our staff receive Plain English training and are encouraged to communicate, whether by letter, email or telephone, in a concise and straightforward way.

HOURS OF WORK

The formal opening and switchboard hours are from 9 am to 5.45 pm Monday to Friday. Conscious of the needs of our clients, however, we are flexible and it may be possible for us to help you or for our support staff to be available at other times if necessary.

All our lawyers have direct telephone lines which operate outside, as well as during, switchboard hours.

CLIENT CARE

We believe in continuous improvement and encourage feedback from our clients. If you feel there is any way in which we can improve our service, please let us know.

We often send a questionnaire to or telephone clients on completion of a matter asking for comments, good and bad, about our service. Please ask a member of our staff if you would like a questionnaire or telephone survey.

Also, it goes without saying that we encourage you to recommend us to other clients. For us this is the highest compliment.

FEES INFORMATION

It is our philosophy to give you good value for money and to give you the best possible information about the likely cost of work both at the outset and as the work progresses.

QUOTATIONS

Where a quotation (ie a fixed price) for work is given, you must take particular note of the parameters of the work for which the quotation is given. The nature of legal work is such that the work which becomes necessary is sometimes outside the parameters originally identified by a client to the lawyer. In such cases, the additional work will be charged in accordance with the criteria set out below.

BASIS OF CHARGING

Generally, our fees are calculated on an hourly basis although, on the recommendation of the Solicitors Regulation Authority, we may take into account a number of other factors including:

- complexity and difficulty of the matter
- specialist knowledge and responsibility involved
- value of transaction
- urgency

All time spent on your matter is recorded. We operate a system under which each hour is

divided into units of six minutes. Activities in respect of which time is recorded include meetings, telephone discussions and correspondence, reading, preparing and revising documents, general consideration and research, travelling and the general supervision, administration and care and control of your file.

You may be entitled to have your charges reviewed by the Court under a system known as taxation in accordance with sections 70, 71 and 72 of The Solicitors Act 1974.

REVIEWS

Our rates will be subject to review from time to time. We will notify you of any increases and the dates from which they take effect.

DISBURSEMENTS

We may be required from time to time to pay expenses on your behalf to third parties. These are called disbursements and may be, for example, court fees, stamp duty, search fees, barristers' fees, expert witnesses' fees, bank charges, couriers' fees, etc. We may require you to let us have sufficient funds to cover these in advance or alternatively may invoice you either immediately upon incurring disbursements or in an appropriate interim or final account.

ONGOING INFORMATION

We will tell you what, and when, disbursements and foreseeable payments may have to be made. We will also supply such general information as we are able to in order to ensure that you are kept informed of disbursements, and any likely changes, as matters proceed. If an estimate is given, we will inform you as soon as it becomes apparent that it is likely to be exceeded.

If we have not concluded work for you within six months or rendered interim accounts by that time, we will inform you of the fees and disbursements incurred.

FUNDING

We will discuss how our fees and disbursements are to be met, and in appropriate cases, consider whether you are eligible and should apply for legal aid.

If you wish, you may set a limit on fees and disbursements which should not be exceeded without further reference to you; please let us know if you would like us to work for you on this basis.

LEGAL EXPENSES INSURANCE

We will also consider whether your liability for fees may be covered by insurance when appropriate. We will be able to supply details upon request of insurers who are able to supply legal expenses insurance.

CONDITIONAL FEES

Where appropriate we will discuss with you the possibility of having a conditional fee arrangement and your lawyer will give you

additional information explaining the way such an arrangement operates.

If we enter into a conditional fee agreement with you (either before or after your receipt of these Terms and Conditions of Business), the terms of the conditional fee agreement also form part of our contract with you. In the event that there is any inconsistency between the terms of the conditional fee agreement and these Terms and Conditions of Business and/or any engagement letter and/or supplemental letter or email, the terms of the conditional fee agreement shall prevail.

VALUE ADDED TAX

VAT will be charged on all fees and disbursements as appropriate.

If you are VAT registered, we will supply to you, on request, copies of any disbursement invoices against which you may reclaim the input VAT.

INTEREST ON INVOICES

Fees, disbursements and VAT are due on the delivery of our invoice without any deduction by way of set off, counterclaim or otherwise.

We reserve the right to charge interest from the date of invoice on the outstanding balance of any invoice unpaid 30 days after its date at the rate specified in The Late Payment of Commercial Debts (Interest) Act 1998. We are entitled to charge interest in accordance with article 5 of The Solicitors' (Non-Contentious Business) Remuneration Order 2009.

FEES ON ACCOUNT

We may ask you to pay sums on account of fees and disbursements to be incurred. Any such money paid to us will be held in our client account until an appropriate invoice is delivered to you in the case of fees or until it is necessary to pay a disbursement. We will be entitled to transfer money held on your behalf from our client account in order to discharge outstanding fees arising as a result of invoices delivered to you or disbursements incurred.

INTERIM BILLS

Unless otherwise agreed, or unless matters are completed prior to that time, it is our practice to submit interim bills every other month or more frequently in appropriate cases.

TERMS OF PAYMENT

Our standard terms of payment, which will apply at all times, are available on request and appear on our invoices. We reserve the right to



recover on a full indemnity basis any costs incurred by us in collecting overdue payments.

LIENS

The common law entitles us to retain any money, papers or other property belonging to you which properly come into our possession pending payment of our fees, whether or not the property is acquired in connection with the matter for which the fees were incurred. This is known as a "general lien". We are not entitled to sell property held under a lien, but we are entitled to hold property, other than money, even if the value of it greatly exceeds the amount due to us in respect or our fees.

If we are conducting litigation for you, we have additional rights in any property recovered or preserved for you, whether it is in our possession or not, and in respect of all fees incurred, whether billed or unbilled. We also have a right to ask the court to make a charging order in our favour for any assessed fees (often referred to as "costs").

CLIENT ACCOUNT

As part of the work we do for you, we may hold money on your behalf. This will be deposited in one of our bank accounts, known as a client account. Our main client account is with RBS, although we do use other banks too. Should the relevant bank fail, any money we are holding on your behalf is not automatically protected and could be at risk. In other words, you will receive no additional protection simply because the money is held by our firm, rather than directly in an account with the bank in your own name. You may be able to claim, at least in part, under the Financial Services Compensation Scheme (FSCS), which provides some protection for small businesses and individuals. Information about the protection available and the application process can be found on the FSCS website www.fscs.org.uk. We cannot accept any liability for any losses resulting from a bank failure.

COMPLAINTS

If you are ever dissatisfied with the service provided and feel that you need to speak to someone other than the lawyer who has been advising you, telephone or write to your client partner or, if you prefer, the Managing Partner. We will acknowledge your complaint within 24 hours and try to answer your complaint within a further 48 hours (unless further investigation is required in which case we will tell you when this is likely to be completed).

LIMIT OF LIABILITY

We will use reasonable skill and care in providing services to you. Any advice we give is for your sole use and does not constitute advice to any other person who may rely on it.

We accept liability without limit for death or personal injury caused by our negligence or by the negligence of any member, employee or consultant of the LLP and for any other liability which, by law, we cannot exclude.

You agree that, to the extent permitted under any applicable law, if, as a matter of law, a duty of care or any other duty, liability or obligation would otherwise be owed to you by any member, employee or consultant of the LLP, that duty is excluded and you agree that you will not bring any claim, whether on the basis of breach of contract, tort (including, without limitation, negligence), breach of statutory duty or otherwise howsoever against any member, employee or consultant of the LLP in respect of any loss or damage that you, or any person, partnership or company associated with you, suffer or incur, directly or indirectly, in connection in any way with any advice given to or other work done for you. Accordingly, any claim that you wish to make can only be made against the LLP and not against a member, employee or consultant of the LLP.

In relation to any loss or damage you suffer as a result of a breach by us of our contractual obligations to you or as a result of our negligence, our total aggregate liability shall in no circumstance exceed £20m, being the level of our professional indemnity insurance cover. However, we may from time to time agree a lower liability cap with you on a case by case basis.

TERMINATION

You may terminate your instructions at any time (subject to these Terms and Conditions of Business) on notice in writing. We may also withdraw from acting for you, but normally will only do so for professional reasons or arising from your failure to comply with these Terms and Conditions of Business.

We will render an invoice to you which will become payable in accordance with these Terms and Conditions of Business for all work carried out up to or in consequence of the conclusion of our contract with you.

RIGHT TO CANCEL

Under The Consumer Protection (Distance Selling) Regulations 2000, for some non-business instructions, you may have the right to withdraw, without charge within seven working days of the date on which you asked us to act for you. However, if we start work with your consent within that period, you lose that right to withdraw. Your acceptance of these Terms and Conditions of Business will amount to such a consent. If you seek to withdraw instructions, you should give notice by telephone, email or letter to the person responsible for your work. The Regulations require us to inform you that the work involved is likely to take more than 30 days.

Under The Cancellation of Contracts made in a Consumer's Home or Place of Business Regulations 2008, you may have the right to cancel your instructions without charge within seven days by giving notice in writing. The Regulations apply where you have given us instructions to act for you either during a visit by us to your home or place of business, or where you instruct us during an excursion

which we have arranged. However, if we start work with your written consent within the seven day cancellation period, we may invoice you for the work done up to the time of cancellation at which point the contract comes to an end. If you wish to cancel your instructions in accordance with these Regulations, you should do so by writing to us at our business address, marking your letter for the attention of our Managing Partner. Alternatively, you may email him at andrew.wright@cwj.co.uk. Your notice of cancellation is deemed to be served on us on the date it is sent. We do have a cancellation form, which we can provide to you on request, although it is not necessary to use this, provided your written cancellation is clear.

JURISDICTION

Your contract with us is governed by English law and shall be subject to the non-exclusive jurisdiction of the Courts of England and Wales.

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Solicitors and Notaries

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