

# STANDARD TERMS OF ENGAGEMENT

(2003 edition)

As a matter of good practice and in accordance with the rules and guidelines published by the Law Society, we wish to record the standard terms of engagement on which work is undertaken by us for you.

## SCOPE OF INSTRUCTION

On receiving instructions we will, where practicable, write to you to record your instructions, and of any substantial variations, which may be made from time to time.

If we are acting for more than one client in a transaction, we are authorised to accept instructions of any one of the joint clients as the instructions of all.

## COMMUNICATION

Any communication by electronic mail ("e-mail") or other computer media between you and ourselves or between ourselves and a third party in connection with your case involves the following risks: -

- (i) the possible interception of the "e-mail" en route to its destination and unauthorised reading by a third party
- (ii) the unintentional passing on of a computer virus. The firm has viral protection, but cannot guarantee that it may not innocently "contract" and pass on such a virus.

If you wish to communicate with us by "e-mail" we will do so, but this will be without any liability on our part for either of the above risks occurring, including any claim that may arise from such communications at your request with third parties.

## PERSON WITH CONDUCT OF THE MATTER

There will be a partner responsible for all your matters referred to as the contact partner who may, but will not necessarily, have day to day conduct of them.

You will be kept informed as to the member(s) of the firm having conduct of each matter from time to time. We may involve other personnel to assist on an *ad hoc* basis as necessary.

## EVIDENCE OF IDENTITY

If we are instructed to conduct investment business (within the meaning of the Financial Services Act 1986) then pursuant to the Money Laundering Regulations 1993 (which came into effect on 1 April 1994) we shall in certain circumstances be legally obliged to require you to provide us with evidence of your identity and your principal's identity if you are acting as agent.

The above Regulations are European requirements and will be followed by Lawyers throughout the European Union.

## OUR CHARGES

Where practicable, we will give you an estimate of the cost applicable to your matter. It is often difficult to do so accurately at an early stage because of unknown factors and unforeseeable contingencies, and in such event we will try to revise our estimate as the matter develops. Estimates are for guidance only and unless specifically agreed in writing are not intended to constitute binding limits. In addition our charges may where appropriate also reflect other discretionary factors, including the value of the transactions, its complexity, the responsibility involved and time constraints.

If an estimate of costs is not given or a fee for the matter has not been agreed by us at the outset or the matter does not proceed to completion, we will inform you of the hourly charging rate which applies to the contact partner and any other person having conduct of the matter. These rates are periodically revised, and you will be informed of the revised rates.

We may need to incur expenses (disbursements) on your behalf from time to time. Such disbursements will be recharged to you.

## VALUE ADDED TAX

VAT will also be payable on our charges and on taxable disbursements incurred on your behalf, except

where charges and/or disbursements are VAT exempt or zero-rated.

#### **PAYMENT OF BILLS**

We will submit our bill at the conclusion of the matter unless we have agreed an arrangement or the matter continues for a period longer than three months. In that event we are required by the Inland Revenue to submit our interim account on a quarterly basis. We may ask you to make a payment on account of costs and disbursements generally and to keep us covered for costs from time to time as the matter proceeds. We reserve the right to stop work on any matter for which we have not received the payment on account of costs requested.

Money held on your behalf may be applied to such bills.

Bills are payable on presentation and interest at the rate payable on a Judgement Debt may be charged on any part of a bill unpaid for more than twenty eight days after delivery.

#### **PAYMENT OF INTEREST**

We will account to you for interest earned by us on cleared funds held by us on your behalf in a separate designated deposit account, where such interest would be in excess of £25 net of tax. We will pay you an equivalent amount in relation to any cleared funds not kept in a separate designated deposit account and this will be paid gross where deduction of tax is required by statute.

#### **FIRST TITLE INSURANCE AGENCY**

This Law Firm is a member of the Law Society of England and Wales and acts as an agent on behalf of First Title Insurance PLC which is an insurance company regulated by the Financial Services Authority.

#### **RECEIPT OF COMMISSION**

We will account to you for any commission we receive where the amount exceeds £20 unless it has been agreed with you that we are to retain such commission.

#### **PAYMENT OF A CLIENT'S COSTS BY OTHERS**

Even if some other person agrees to pay your costs, you remain primarily liable for all our costs and disbursements as they become due. Payment of our bills cannot ordinarily be postponed on the basis that they are likely to be, or should, be, paid by some other person. However, at your request and expense, we will assist you in recovering the amount payable from the other person.

#### **RETENTION OF PAPERS**

After completion of any other matter we may destroy the file of papers six years after the matter has been completed. If you require retrieval of your file after one year, a charge may be made.

#### **STANDARDS AND COMPLAINTS**

We aim to provide a high standard of professional service and if at any time you feel that this is not being maintained, please discuss it with the person having conduct of your file, and if any such problem cannot be resolved with that person, please raise it in writing with the principal of the firm, Mr R D Prior

## **KING PRIOR AND CO, SOLICITORS**

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