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GENERAL TERMS AND CONDITIONS OF BUSINESS

1. Introduction

- 1.1.** These Terms of Business (as amended from time to time) will apply to all future instructions you give to us and we may take your continuing instructions in any matter as your acceptance of them.
- 1.2.** In these terms and conditions (“Terms), the expressions “we”, “our” or “us” mean the firm of, and references to “individuals” are to employees and consultants of R.Sprio & Co Solicitors.
- 1.3.** These Terms of Business, together with any engagement letter and Schedule(s) thereto which we may send to you in connection with any particular matter, set out the terms on which we agree to act for you. These terms are collectively referred to as the “Retainer”. The Retainer sets out the terms on which we will act for you.
- 1.4.** We provide our services under the Retainer for the benefit of the person(s), firm, company or other association or organisation who is recorded as our client, and not for the benefit of any other person. No third party has the right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the terms of the Retainer.

2. Responsibility for your work

- 2.1.** Any engagement letter which we may send to you will tell you who will be working on the matter(s) on which you have instructed us. It will also tell you who will be the person with overall responsibility of your case and the person responsible for concerns over level of service.
- 2.2.** The person with overall responsibility is Mrs. Regina Spio-Aidoo who is responsible for supervising the work we do on any particular matter on which you have instructed us. She will ensure that the varied skills and expertise in the firm are most appropriately applied, by making sure that the right individual or team deals with the work you have asked us to do.
- 2.3.** The person with overall responsibility should also be your first port of call if you are dissatisfied with any element of our service (see section 13 below)

3. How we work

- 3.1.** We aim to provide you with sound, practical and prompt legal advice and assistance, and will do our best to keep you informed of the progress of your issue/matter.
- 3.2.** We will at all times comply with your instructions, even when these are contrary to our recommendations, unless, we feel it would be improper or unethical to do so, or inconsistent with maintaining a proper working relationship.
- 3.3.** Please note that all Solicitors are Officers of the Court, and are not permitted to do anything inconsistent with their duties to the Court. As such we have a duty to you our client, as well as a duty to the court. Being officers of the court our duty is to uphold the integrity of the profession and to ensure justice is carried out fairly and without any deception of our part.

4. Your responsibilities

- 4.1.** We rely upon you to provide us with accurate and complete information about the work you have asked us to do, in good time to enable us to carry out that work, and to let us know promptly of any significant changes to that information, or to your circumstances generally. You should also provide us

with any relevant documents and deeds and try to answer our questions or request for further instructions as fully and promptly as possible.

4.2. Please give us as much notice as you can of any deadlines or time limits of which you are aware that may affect the work you have asked us to do.

4.3. Subject to the comments in paragraphs 4.1 and 4.2 we would request that telephone calls/e-mails and attendances are kept to as minimum a number as possible which will permit the relevant person with conduct of your matter to process and progress your matter more efficiently.

5. Basis of our fees

5.1. Unless otherwise agreed, our fees will be based on the factors set out in this section 5. All fees quoted are exclusive of VAT.

5.2. In most cases our cases are dealt with on fixed fee basis. Unless we have agreed a fixed fee, our fees will be calculated by reference to the time spent on your matter and in accordance with these Terms. This includes time spent on analysis, research, drafting, advising, attending meetings with you and others, attending Court, Tribunal, Inquiries or other hearings, dealing with papers, audit enquiries, correspondence (including facsimiles and electronic communications), dealing with costs, telephone calls, travelling and waiting time.

5.3. If, whilst carrying out the work you have asked us to do, we incur expenses on your behalf, such as couriers, photocopying, facsimiles, printing costs, postage, travelling expenses, and telephone charges, these expenses will be charged to you in addition to our fees.

5.4. In addition, we may incur expenses or liabilities to third parties on your behalf, for example the cost of instructing a barrister or expert in a contentious case or Court or Tribunal fees, other law firms, technical experts, patent agents fees, often referred to as “disbursements”. We will discuss with you the likely amount and timing of any reasonable foreseeable expenses.

Abortive Cost

5.6. Should any matter become abortive at the initial stage, we will not charge any cost.

Abortive Cost – All other matters

5.7. In all other areas, if the matter becomes abortive after proceeding 50% of the work, we reserve rights to charge a standard Abortive cost equivalent to half the initial proposed cost or £250 plus all expenses incurred on your behalf.

6. Billing arrangements

6.1. Timing of bills often depends on the nature of a matter. We reserve the right to bill you on an interim basis and will endeavour to send you bills on a monthly basis, or any other regular basis agreed with you. Bills may be delivered more or less frequently depending on the nature of the matter and the time spent working on it. On some transactional matters, our bill may not be delivered until shortly before or at the conclusion of the transaction.

6.2. There are two kinds of interim bills that we may deliver interim statute bills and on account interim bills. These are explained more fully in the following paragraphs. Unless we have indicated otherwise, the interim bills we send you will be interim statute bills.

6.3. An interim statute bill is a complete and final charge for our costs in the period to be covered by the bill. A conclusion of the matter we are working on or, if earlier, upon termination of our Retainer, we will deliver final bill. The final bill will cover our costs for work done during the period covered, it may not (even if it is a final bill) include all our expenses and disbursements for that period, since third parties may not have sent their invoices or charges to us in time to be included on our bill. In that event, the relevant expenses and disbursements will be invoiced after we have received third party invoice demand.

6.4. An on account interim bill is a bill on account of our total costs for the matter on which we are working. It does not, therefore, necessarily represent a complete and final charge for our costs in the period to which it relates. At the conclusion of the matter we are working on or, if earlier, upon termination of our Retainer, we will deliver a final bill for a matter. This may include previously unbilled

charges for work done, and expenses and/or disbursements incurred, during the period(s) covered by earlier on account interim bill(s) but, when we calculate the amount due to us, you will of course be given a credit for all payments you have already made.

6.5. If we are acting for you in relation to a transaction, we may at the appropriate stage send you a statement showing what sums are required from you in order to complete the transaction, which may include a sum relating to our fees, expenses and disbursements. If you fail to pay us the relevant sums (including our fees) in time for completion on the planned completion/hearing date, we reserve the right to decline to complete the transaction/continue to act for you until we have received such sums in full.

7. Settlement of our bills

7.1. All our bills are payable upon receipt by you, unless otherwise agreed by us in writing.

7.2. If you wish a third party to be responsible for paying our bills on your behalf, you should inform us immediately of the name and contact details of that third party (and any other relevant details reasonably required by us). You will remain primarily responsible for paying our bills and they will still be addressed to you but we will, if you wish, mark them as being payable by your nominated third party. If the third party fails to pay any of our bills in accordance with these Terms of Business, we shall be entitled to seek payment of the relevant bill(s) directly from you. You will reimburse us for any costs and expenses we incur in recovering overdue payment from you and/or such third party, and we may charge you in accordance with these Terms of Business for the time spent by us in recovering such payment.

7.3. If you are a partnership or more than one individual or legal entity, each partner or individual or legal entity, as this case may be, shall be jointly and severally liable for our costs, expenses and disbursements.

8. Money on account

8.1. We reserve the right at all times to require money on account of our anticipated fees, expenses and disbursements. This is particularly important where we are required to carry out a considerable amount of work over a short period, or to incur liabilities to third parties, such as experts or barristers, on your behalf.

8.2. If you pay money on account, it will be held by us on our Client Account until we deliver a bill to you. Whilst any such sums are held on Client Account, we will not account to you for interest on the same unless you otherwise instruct in writing to do so. We will transfer the appropriate amount from our Client Account to our Office Account in settlement of any bill(s). If a matter continues over an extended period, or if we anticipate that our fees, expenses or disbursements will exceed the sums held on Client Account, we may request further money on account.

8.3. If we request money for your client account, you must pay this to us within the time specified by us for payment otherwise we reserve the right to decline to complete the transaction/continue to act for you until we have received such cleared sums in full

8.4. Where we are asked to give an undertaking (a promise by us) to pay monies on your behalf, we will require your written instructions so to do and cleared funds to cover the full extent of any such obligation before an undertaking is given. We will not pay out any monies for you until we have cleared funds from you. Similarly, if we receive a cheque or bank draft for any money due to you, we cannot pay you until we have cleared it through our Bank.

9. Late Payments

9.1. If we do not receive payment of any bill within 30 days of the date of the bill, or if we have requested money on account and we do not receive such money within the time specified by us for payment, then in addition to any other rights and remedies available to us, we may:

9.2. On receiving written notice from you to suspend or cease working on any current matter(s) and/or terminate the Retainer forthwith, your charges would depend on what we have to do to comply with your

instructions. In litigation cases this may necessitate our having to apply to the Court for an order to come off the Court record, the cost of which will be charged to you; and/or

9.3. Charge you interest on any amount due to us at an annual rate of 4% above H.S.B.C's bank's prevailing base rate from time to time. Interest will be calculated on a daily basis from the date payment was due until we receive full payment (plus interest); and/or

9.4. Retain (and exercise a lien over) any or all documents and papers in our possession until we have received payment of all amounts due to us (plus any interest charged by us).

9.5. Charge you a fixed fee of £50.00 + Vat in the event that we receive a cheque on account of fees/disbursements which is not cleared on first representation.

10. If dispute the amount of a bill

10.0. If you dispute the amount of any bill we send you, you may of course raise the issue at the first instance with us directly, and we would hope to be able to resolve the matter to our mutual satisfaction. However, you also have the following rights:

10.1. In any matter (contentious or non – contentious) you may apply to the court to have our bills assessed in accordance under part iii of the solicitors Act 1974 (as amended from time to time) and you are also entitled to complain about your bill to the Legal Ombudsman service at PO Box 15870, Birmingham, B30 9EB

10.2. If you wish to exercise the rights referred to in 10.1, you should do so within the following time limits:

10.3. If we are billing you by way of statute bills (as described in section 6.3 above). Within 30 days from the date of receipt of our final bill in relation to the relevant mater.

10.4. If we are billing you by way of an account interim bills (as described in section 6.4 above), within 30 days from the date of receipt of our final bill in relation to the relevant matter.

10.5. We will remain entitled to interest on any unpaid bill(s), as explained above (except to the extent that we agree to reduce the bill(s) or the Court or the Legal Complaint Service, determines that we should reduce the same).

11. Quality of Service

11.1. We aim to provide a high quality service in all respects and are confident of doing so. However, should you have any concerns about the way in which we handle your affairs, whether in relation to a specific matter or generally, please raise them in the first instance with Mrs. Regina Spio-Aidoo

11.2. We hope that, by following the above procedure, we will be able to resolve any problem arising. If we unable to do so, then you can contact the Solicitors Regulation Authority (SRA), which provides a separate complaints and redress scheme.

12. Storage of papers and documents

12.1. After completing any matter, we will keep out file of papers and documents (except any papers which you have asked us to be returned to you) for a reasonable period after the relevant file has been closed. Unless we have agreed otherwise in writing, we will be entitled to destroy the file (without notifying you) after a period of six years from the end of the relevant matter.

12.2. For security reasons, all our files are archived and are not kept on our premises. Unless we hear from you to the contrary, we shall assume that you agree to this arrangement.

12.3. We will charge you £50.00 + Vat for the administrative cost of retrieving papers or documents from storage. However, we also reserve the right to make a charge based on the time spent by any fee earner in considering and sorting stored papers or documents, searching for particular documents and/or sending them to you or another person at your request.

13. Advice on investment

13.1. If you need advice on investments, we may have to refer you to a person who is authorised by the Financial Services Authority to give that advice, as we are not authorised for the conduct of investment business. However, as we are regulated by the Solicitors Regulation Authority, we may be able to provide

certain regulated activities where these are closely linked to the legal work we are provided when necessary when we are acting for you.

13.2. Under Solicitors Regulation Authority's rules, if we receive commission from a financial institution, broker or others, we must disclose it and account for it.

14. Termination of the Retainer

14.1. You have the right to terminate the Retainer at any time on written notice to us. You will remain liable to pay all our fees, expenses and disbursements which have been incurred up to the date of termination.

14.2. We are entitled to terminate the Retainer on written notice to you.

14.2.1. In the circumstances set out in section 9 above; or

14.2.2. If any guarantee on your behalf is withdrawn by the giving notice, or if any event or act occurs which vitiates the guarantee or otherwise renders it void or unenforceable; or

14.2.3. If you fail to give us timely and adequate instructions, so that we are unable to conduct any of your matters properly and imperiously; or

14.2.4. If you insist on a course of action which requires us to act contrary to our responsibilities as solicitors or which would lead to a breakdown of the relationship of trust and confidence which is essential for the proper handling of legal matters; or

14.2.5. If there is a breakdown of confidence between you and us.

15. Jurisdictions

15.1. The Retainer is governed by the laws of England and Wales and all claims or disputes between us arising out of or in connection with the Retainer must be brought only in the Courts of England and Wales, irrespective of the subject of the dispute or where the work is carried out.

Our legal team are always happy and ready to help you with any enquiry you may have.

I AGREE TO BE BOUND BY THE ABOVE TERMS OF BUSINESS OF R.SPIO & CO SOLICITORS

Name :.....

Signature:.....

Date :.....