

TERMS OF BUSINESS

The terms in this document as supplemented and/or amended by any relevant letter of engagement (“Terms”), apply to each matter in relation to which Key Conveyancing LLP undertakes work for you. In the event of any conflict between this document and the relevant letter of engagement, the letter of engagement shall prevail.

The expressions “we”, “us”, “our”, “firm”, or “Key Conveyancing” means or refers to Key Conveyancing LLP (a limited liability partnership registered in England and Wales with registered number OC380039) whose registered office is at St Edmunds House, St Edmunds Road, Northampton, Northamptonshire, NN1 5DY.

The expressions “you” and “your” refer to our client.

The expression “matter” means a specific transaction, dispute or issue in relation to which you ask us to provide services whether or not it has been defined in a letter of engagement or other agreement; “services” means all services we provide to you in relation to the relevant matter.

Key Conveyancing LLP provides legal services in England and Wales and is authorised and regulated by the Solicitors Regulation Authority (SRA number 598273) and is subject to the Solicitors’ Code of Conduct, which can be viewed at www.sra.org.uk. We maintain professional indemnity insurance in accordance with the rules of the Solicitors Regulation Authority. Details of the insurer and the territorial coverage of the policy are available for inspection at our offices.

The company Directors are: John Turner, Sebastian Sgoluppi, Douglas Iles and John Punni.

1 Instructions

We shall be entitled to assume that whoever gives us instructions to provide services has actual authority to do so and we shall be entitled to rely on any information provided to us by that person.

Where our client consists of more than one person or entity, the liability of those persons or entities is joint and several. Each joint client irrevocably permits us to disclose to any other of the joint clients at any time any information which we would otherwise be prohibited from so disclosing by virtue of our duty of confidentiality. If any joint client ends this permission during the provision of the relevant services, or if a conflict of interest arises between joint clients, we may suspend or terminate the provision of the services related to that matter to one or more of the joint clients.

It is vital that you provide us with all relevant information to represent you and provide services to you and that all information provided is, to the best of your knowledge, complete, accurate and up to date, and is supplied as quickly as practicable. Please tell us of any subsequent changes to the information provided, as well as about any further information which might be relevant.

2 Relationship management

Our objective is to ensure that each matter on which we are instructed is dealt with by people with the right level and area of expertise. In practice this means that different people may be involved in the day-to-day conduct of a matter. To enable this to work well we believe that one person, usually a partner, should have overall responsibility for managing our relationship with you. That person, as well as having an overview of the various matters being handled for you, will maintain regular contact with you to review progress on outstanding matters and the services we provide. He or she will be able to allocate new matters to the right individual within the practice. You will find more information in your letter of engagement about who we propose should manage our relationship with you and who else will be involved.

3 Progress reports and response times

All reasonable efforts will be made to keep you informed of progress or of any unexpected delays or changes in the character of the services being provided. Where appropriate, we will also advise you if we consider that the probable outcome of the matter does not justify the likely fees, disbursements and

expenses and the risk involved. Please request a progress report at any time if you are in doubt as to the current position. The firm has its own client service standards. These include a commitment to responding to written communications from clients within five working days and telephone calls at the latest within the working day, or the following working morning where the call is received at the end of the day.

4 Communications

Please let us know if you have a preferred method of communication e.g. telephone, email or post. Unless we hear from you, we will use whatever mode of communication appears appropriate in the circumstances.

All email messages sent to us will, if properly addressed, arrive on the terminal of the person to whom they are addressed. Please be aware of the following points:

- the firm is connected to the internet, but the exchange of email messages may be subject to delays outside of our control;
- the safe delivery of email via the internet should not be assumed;
- the confidentiality of email cannot be guaranteed;
- we use Microsoft Office Products.

Unless you ask us, we shall not be required to encrypt or password-protect any email or attachment sent by us. We shall not be responsible for any loss or damage arising from the unauthorised interception, re-direction, copying or reading of emails including any attachments. We shall not be responsible for the effect on any hardware or software (or any loss or damage arising from any such effect) of any emails or attachment which may be transmitted by us (except where this is caused by our negligence or wilful default).

5 Fees and Fee Sharing

The Fees that we will charge for any property conveyancing matter will be as agreed with you or as set out in our quotation letter.

Fees for other legal services will normally be based on the time spent dealing with a matter and will normally be agreed with you in advance.

We may enter into a referral agreement with an estate agent from time to time. When we have entered into a referral agreement with an estate agent in relation to your matter, details of such referral agreement will be set out in your legal fees quotation. A copy of any referral agreement that has been entered into by us and an estate agent in relation to your matter will be made available to you upon your written request.

If we are charging you on an hourly basis then our hourly rates will be set out in your letter of engagement and this rate will vary according to the level of seniority and expertise of each adviser. VAT will be added. The rates are normally reviewed annually but we reserve the right to alter rates at other times. You will be notified of any changes to the rates. If you wish to cease instructing the firm as a result of any increase in rates, you are free to do so.

6 Disbursements and expenses

By instructing us, you are authorising us to incur such disbursements as we consider necessary. However, we will consult you before incurring any significant disbursements.

We will not pay for disbursements on your behalf and it is therefore essential that you provide funds to us to meet any disbursements required.

7 Payments on account

We may require you to make a payment to us on account of fees, disbursements and expenses at any time and on more than one occasion. The receipt of any such payment on account will be a condition of acting, or continuing to act, for you. Our total invoice may be higher than the amount you have paid on account. Money paid on account which is not subsequently required for fees, disbursements and expenses will be refunded to you.

8 Billing and payment terms

Unless otherwise agreed in your letter of engagement, we will invoice you in respect of fees, disbursements and expenses on completion of each matter.

Our invoices are due for payment on receipt without any deduction, set-off or counterclaim. If an invoice (or part of an invoice) remains unpaid for 30 days after the date of the invoice, we will charge interest at a rate equal to 8% above the National Westminster Bank plc base rate until payment is made. If you have any questions in respect of any invoice raised then please do speak to us about it. Please also see the guidance under "Complaints" below. In addition, you may have the right to object to an invoice by applying to the court for an assessment of the invoice under Part III of the Solicitors Act 1974.

If a third party agrees to be responsible for payment of some or all of our fees, disbursements and expenses on your behalf, and payment is not made in accordance with these Terms, you will be responsible for paying to us any outstanding amount.

9 Clients' money

Where we receive money from you which is to be applied on your behalf (including payments on account), it will (unless agreed otherwise with you) be held in our general client account which is subject to the strict provisions of the Solicitors' Accounts Rules ("SAR") which can be found at www.sra.org.uk. Subject always to the SAR we are not responsible for any loss arising from the insolvency of any bank where client funds are held.

10 Conflicts of interest

We take conflict issues seriously. We have procedures in place to ensure that conflict checks are carried out on every matter as soon as practicable so that, if an issue arises, it can be discussed with you and dealt with as soon as possible.

Our conflict procedures help us fulfil our professional obligation not to act for one client in a matter where there is an actual (or significant risk of a) conflict with the interests of another client for whom we are already acting.

If at any time you become aware of an actual or potential conflict of interest, please raise it with us immediately.

Subject to our professional duties, we always seek to resolve any conflict issues in the most advantageous way to the clients concerned.

Where our professional rules allow, you agree that after termination of our retainer, we may act or continue to act for another client in circumstances where we hold information which is confidential to you and material to the engagement with that other client. We will not, however, disclose your confidential information to that other client.

11 Confidentiality and use of information

We will keep confidential any information (which may also be subject to your legal professional privilege) which we acquire about your business and affairs. We may disclose such privileged and/or confidential information to:

- our auditors, external assessors or other advisers or
- our insurers (i) for the purposes of our professional indemnity insurance renewal or (ii) in order to assist us to comply with the terms of our professional indemnity insurance cover.

We may be required to disclose such privileged and/or confidential information by law or other regulatory authority to which we are subject.

If you or we engage other professional advisers to assist with a matter we will assume, unless you notify us otherwise, that we may disclose any such information to such other advisers as necessary.

In certain circumstances, it may be necessary to erect an information barrier to protect the confidentiality of client information; if this is needed, we will discuss it with you.

Where possible, we will disclose to you all information which is material to your affairs and business regardless of the source of that information. However, we will not disclose to you any confidential information about the business and affairs of any other existing or former client, or any information in respect of which we owe a duty of confidentiality to a third party.

If at any time a third party requests access to documents held by us or asks to interview any of our partners or employees in connection with the services we have provided, we may be required as a matter of law to comply with this

request. You will be responsible for our fees, disbursements and expenses in dealing with any such request, including fees, disbursements and expenses involved in identifying relevant documents, attending interviews or making or defending any application in connection with the validity of the request. Disbursements and expenses may include the fees of counsel or of third parties instructed by us in order to advise on issues connected with the request.

We will use the personal information we receive about you for the administration of our relationship with you, invoicing (and, where necessary, debt collection) and marketing. To help us to make credit decisions about you, to prevent fraud, to check your identity and to prevent money laundering, we may also use the information to search the files of credit reference agencies who will record any credit searches on your file. The information may be used by other credit grantors for making credit decisions about you and the people with whom you are financially associated, for fraud prevention, money laundering prevention and occasionally for tracing debtors. We may disclose your details to our agents and service providers for any of the purposes set out in this paragraph.

We do not agree to retain files at the end of any matter for any particular period of time. All files and paper held by us may be preserved on microfilm or by other means of image processing or in electronic form. We reserve the right to destroy files without further reference to you at any time after completion of a matter.

For further details please refer to our Privacy Policy, which is available on our website.

12 Exclusions and limitations of liability

If we are prevented by circumstances beyond our reasonable control from providing the services we have undertaken to perform for you, we will immediately notify you of the nature and extent of such circumstances. If as a result of those circumstances we are unable to meet any deadline or complete the services by any estimated date of completion or at all:

- any such failure on our part will not constitute a breach of the agreement between us;
- we will not be otherwise liable to you for any such failure to the extent that it is attributable to any such circumstances notified to you; and
- any estimated date for completion of the services will be extended accordingly.

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 of, any event or change in the law (or its interpretation) which occur after the date on which the relevant service is provided.

We shall not be liable for any indirect loss or damage or any loss of profit, income, production or accruals arising in any circumstances whatsoever, whether in contract, tort, negligence, for breach or statutory duty otherwise, and howsoever caused.

The liability of Key Conveyancing LLP for any claim under contract, tort, negligence, for breach of statutory duty or otherwise, for any loss or damage, costs or expenses howsoever caused arising out of or in connection with the services shall, in relation to each matter, be limited to the sum specified in the letter of engagement or, if no sum is specified, the sum of £3 million.

Key Conveyancing LLP will provide the services to you and your agreement is solely with Key Conveyancing LLP. You agree that you will not bring any claim of any nature against any individual person associated with or employed by that practice. Nothing in these Terms shall exclude or restrict our liability to you for death or personal injury resulting from our negligence or for fraudulent misrepresentation or in any other circumstances where liability may not be so limited or excluded under any applicable law or regulation.

13 Regulations affecting your cancellation rights

If we have not physically met you, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 may apply to your matter. This means that you will have the right to cancel your instructions to us within 14 working days of entering into a contract with us without giving any reason. You can cancel your instructions by contacting us by post or email to the relevant office. Once we have started to work on your file, you may be charged if you then cancel your instructions.

14 Termination of services

You or we may bring the provision of all or any services to an end at any time by giving written notice to the other. We will not do this without giving you reasonable notice and without a good reason such as:

- your failure to pay to us any amount due, or money on account requested; or
- your insolvency; or
- the discovery or creation of a conflict of interests; or
- our being prevented from acting by the Serious Organised Crime Agency; or
- your requesting us to break the law or any professional requirement; or
- the relationship of trust and confidence necessary between solicitor and client ceasing to exist between us; or
- your failure to give us adequate instructions; or
- any other breach by you of the Terms.

If the provision of services is terminated you will be liable only for fees arising and payments made or committed up to the date of termination, together with any fees or payments for services necessary in connection with the transfer of the matter to another adviser. If this happens, we shall charge for services provided in accordance with the hourly rates prevailing at the relevant time. VAT will be charged as applicable. All our rights set out in the Terms shall continue to apply even if we terminate the agreement between us.

15 Complaints

If you have any problem with the services (including any problem with an invoice) which you are unable to resolve with the individual dealing with the matter or the person managing our relationship with you, you should write without delay to Douglas Iles setting out the nature of your complaint. We will endeavour to deal with any complaint as soon as practicable. If we are unable to resolve the complaint between us, you may refer the issue to the Legal Ombudsman at PO Box 6806, Wolverhampton, WV1 9WJ, 0300 555 0333 (www.legalombudsman.org.uk) which, with the Solicitors Regulation Authority, provides complaints and redress mechanisms. You will need to bring a complaint to the Legal Ombudsman within six months of receiving a final written response from us about your complaint.

Our role is as legal adviser and therefore it is not generally part of our function to give advice on the merits of investment transactions or the taxation consequences of a transaction or to act as a broker or arranger. Accordingly, we have assumed that your decision to discuss or negotiate any particular transaction, and any decision actually to enter into any transaction, will be made by you on the basis of your own assessment of the business, financial, taxation and policy aspects of the matter. In any event, it is not part of our role to communicate invitations or inducements to engage in investment activity on behalf of clients, and therefore nothing we, or any of our partners or employees, say (by whatever means of communication) or do, should be

construed as an invitation or inducement to you, or to anyone else, to engage in investment activity.

16 Resolution of disputes

The Terms are governed by and will be construed in accordance with the law of England and Wales. You and we irrevocably agree to submit to the jurisdiction of the courts of England and Wales over any claim or issue arising under or in connection with the Terms and you and we waive any objection to proceedings being brought in those courts on the grounds of venue or on the grounds that such proceedings have been brought in an inappropriate forum.

17 Equal treatment

We are committed to promoting equality and diversity in all of our dealings with clients, third parties and employees. We will not discriminate in the way we provide our services on the grounds of sex (including gender reassignment), marital status, sexual orientation, disability, race, colour, religion, age, nationality or ethnic or national origins.

18 Non-waiver

Any failure by the firm to insist upon strict performance or any of the Terms, or any failure or delay by the firm to exercise any rights or remedies whether under the Terms and/or at law or otherwise, shall not be deemed a waiver of any right of the firm to insist upon the strict performance of the Terms or of any of its right or remedies as to any default under the Terms.

19 Severability

If any of these terms are found by any court of competent jurisdiction to be illegal, invalid or otherwise unenforceable then that provision shall, to the extent necessary, be severed and shall be ineffective but without affecting any other Term.

20 General

Our normal hours of business are Monday – Friday 9.00am to 5.30 pm

Our offices are located at:-

St Edmunds House, St Edmunds Road, Northampton, NN1 5DY tel. 01604 210680

50 Tanfield Lane, Broughton, Milton Keynes MK10 9NY tel. 01908 046310

5 Steam Flour Mill, Church Street, St Neots, Cambridgeshire PE19 2AB tel. 01480 277559

3b Whitehorse Street, Baldock, SG7 6PX tel. 01462 892221

www.keyconveyancing.com