

GENERAL TERMS AND CONDITIONS OF BUSINESS

1. Introduction

1.1 These terms and conditions are provided to comply with certain standards recommended by The Law Society, and also to indicate to clients as clearly as possible the standard of service you can expect from us and the amounts, and how, we will charge for the work we do.

1.2 These terms and conditions do not affect statutory and common law rules which govern solicitors' business, but if there is a conflict between them and these terms and conditions, the terms and conditions will prevail as far as it is possible for them to do so.

1.3 When 'we' and 'us' are used in these terms and conditions they mean IMD Solicitors LLP. The registered office is 15th Floor, 111 Piccadilly, Manchester, M1 2HY. IMD Solicitors LLP is regulated by Solicitors Regulation Authority. IMD Corporate is a trading style of IMD Solicitors LLP.

2. Responsibility for work carried out on your behalf

2.1 The person(s) who will carry out all or the majority of the work on your matter are shown on the letter which accompanies these terms and conditions.

2.2 In some circumstances, it may be appropriate for some work to be carried out by other members of staff, such as paralegal, secretarial or support staff. This allows us to provide a more efficient service to you, and also to charge you the appropriate amount for the work done. All work by such staff is carried out under the supervision of a solicitor. Overall supervision of the matter is undertaken by a partner.

3. Charges and expenses

3.1 Unless we agree otherwise, our fees are based on the amount of time we spend in dealing with your matter. The time we spend will include (but not be limited to) the following types of activities: meetings with you, members of your staff, experts and maybe others; drafting documents (such as statements of case, witness statements, and letters instructing advocates and experts); attending court; considering, preparing and working on various documents; correspondence; sending and receiving emails and making and receiving telephone calls.

3.2 Our hourly rate depends on the qualification and experience of the person carrying out particular work. We always ensure that the case is dealt with both efficiently and by a member of staff with suitable experience. It means that some more complex tasks will be carried out by a senior member of staff, whilst others may be delegated to more junior members of the team or an assistant where that is appropriate. The hourly rates are:

- a) £295 plus VAT per hour – Managing Partner, Senior Partner, Partner, Senior Consultant Solicitor;
- b) £250 plus VAT per hour – Consultant Solicitor, Senior Solicitor, Solicitor, Registered European Lawyer;
- c) £195 plus VAT per hour – Legal Executive, Trainee Solicitor, Paralegal;
- d) £125 plus VAT per hour – Legal Assistant.

3.3 Routine letters and emails sent and received and telephone calls, made and received, will be charged at 10% of the hourly rate. Other longer letters, emails and calls will be charged on the basis of the time spent. Traveling will be charged at 50% of hourly rate and mileage at £0.45 per mile. Parking fees will be charged at the rate at which they are incurred.

3.4 On the 1st January each year we review our hourly rates. We will let you know of the new rates.

3.5 In addition to the time we spend we also take into account a number of factors which include the complexity of the issues involved in the matter, the speed at which action must be taken, the expertise or specialist knowledge which the matter requires and, if appropriate, the value of the property or subject matter involved. Our rates may be adjusted upwards if, for example, the matter becomes

more complex than expected or has to be carried out in an emergency or out of hours. In these circumstances the increased rate will not exceed 50% above the usual hourly rate.

3.6 If you require more information or have a concern concerning our rates after a yearly review please do not hesitate to contact us.

3.7 We add VAT to our charges at the rate that applies when we carry out the work. Currently this is 20%.

3.8 In addition, there maybe other expenses incurred in connection with your case including (but not limited to experts' reports, enquiry agents fees and barristers fees. These are referred to as disbursements and VAT is payable on the majority of them.

3.9 If we need to carry out some unforeseen additional work we will let you know about this (normally before we carry it out), and also provide you with the estimated cost of carrying it out. This can arise because of unexpected difficulties, a change in your requirements or a change in circumstances during the course of the matter (such as unexpected action or inaction by the other party or parties involved in the matter).

3.10 If the matter is not concluded we will still charge for the time we spend and the disbursements and expenses we incur on your behalf, and you will have pay our charges and expenses.

3.11 You can set a limit on our charges and the expenses we incur on your behalf by informing us in writing of your preferred limit. If you set such a limit, we can charge for work carried out and expenses incurred up to the limit without us needing to refer to you for approval to carry out the work, and you must pay our charges and the expenses up to the limit. If it appears that the limit you have set is likely to be exceeded, we will inform you. We will not normally exceed the limit without first obtaining your approval to do so.

3.12 We will normally ask you to pay certain sums in advance of us carrying out work and incurring expenses on your behalf. From time to time we will ask for further sums in advance during the course of the matter. We reserve the right not to carry out any work until the advance payment is made. We will offset such payments made in advance against the invoices we will regularly send to you. You should be aware that the total charges and expenses are likely to exceed the advance payments you have made to us, however, if we carry out work worth less than the amount you paid in advance, than we will issue a refund to you at the end of the case.

3.13 We reserve the right to clear any cheques or other forms of payment you provide to us before carrying out any work on any aspect of your case.

4 Invoices

4.1 We will send you invoices for our charges and expenses on a regular basis during the course of the matter, normally monthly. This will enable you to budget. All invoices sent to you are statute bills unless otherwise stated.

4.2 You should pay our invoices within 14 days of receipt. We will charge you interest at 10% per year from 28 days from the date of the invoice. Interest is charged on a daily basis.

4.3 If you have any queries about any invoice you receive please contact us immediately.

5 Challenging a bill of costs

5.1 If you do not agree with the amount of any of our invoices you have a right to complain to us. You should follow our complaints procedure outlined below. If you remain dissatisfied after receiving our response you have a right to complain to the Legal Ombudsman.

5.2 We can charge interest on an unpaid invoice at the rate payable on High Court judgment debts from the date the invoice is due.

5.3 You have also an additional right to apply to the High Court. This court will review the amount charged in an invoice. The process is called 'taxation' and is subject to certain limitations. For details on your rights concerning this, please consult the Solicitors Act 1972 Sections 70 to 72.

6 Electronic mail

Electronic mail enables us to communicate more quickly with our clients (and also for clients to correspond with us more quickly). However, not every client finds this method of communication acceptable. Some have concerns about who might see such correspondence and not every client has systems in place which ensure that only the addressee of an email will see it. Please let us know if you object to us sending you correspondence by email.

7 Data protection

By your agreeing to IMD Solicitors LLP acting for you, you are consenting, in accordance with the Data Protection Act 1998, to IMD Solicitors LLP holding and processing in any form, and transferring, data we collect in relation to you for the purposes of providing legal services. No information concerning you or the matter with which we are dealing with on your behalf will be disclosed or passed onto a third party without your specific authority (subject to the proviso set out in Clause 9 below).

8 Proof of identity

8.1 The law now requires solicitors, as well as banks, building societies, and others, to obtain satisfactory evidence of the identity of their clients. We should be grateful, therefore, if you would provide us with documents to verify your identity and address. Normally, until we have received satisfactory evidence of identity we will not be able to act for you, or receive funds or pay any funds to you or on your behalf.

8.2 Please could you provide your current valid passport and/or second form of identity which shows your current address. If you are unable to fulfil these requirements please let us know and we can discuss alternative ways for you to provide alternative means of identity.

8.3 If you are an organisation, we require proof of registration of your business.

9 Confidentiality, money laundering and proceeds of crime

Solicitors are under a professional and legal obligation to keep the affairs of clients confidential. This obligation, however, is subject to a statutory exception: recent legislation on money laundering and terrorist financing has placed solicitors under a legal duty in certain circumstances to disclose information to the National Crime Agency. Where a solicitor knows or suspects that a transaction on behalf of a client involves money laundering, the solicitor may be required to make a money laundering disclosure. If this happens, we may not be able to inform you that a disclosure has been made or of the reasons for it because the law prohibits this.

10 Insurance and liability

10.1 You acknowledge and agree that if you wish to make a claim relating to or in connection with the services provided by us, the claim can only be brought against IMD Solicitors LLP and not against the individual members, officers or employees. We believe this is reasonable as it corresponds to modern business practice. IMD Solicitors LLP has in place indemnity insurance required by the Law Society of England and Wales.

10.2 'Claim' means any claim whether arising out of this agreement or otherwise, and whether such claim is in contract, tort, breach of trust or on any other basis.

10.3 Where a person is called a 'partner', the purpose is to indicate that person's status. It is not to be taken that the person is holding himself or herself out as a partner for the purposes of partnership law.

All partners are acting in their capacity as members and employees of IMD Solicitors LLP.

11 Storage of papers and documents

11.1 We are entitled to keep all the papers and documents generated by us or received from you or other persons (including original documents) if some or any sums owing by you to us have not been paid at the end of our work on the matter or after the termination of the retainer.

11.2 We normally keep papers for no more than 3 years (except for those you ask us to return to you). We keep the papers on your acceptance that at the end of 3 years after the date of the final invoice we sent to you we have your express authority to destroy the papers. However, we will not destroy papers you have expressly asked us to deposit in safe custody.

11.3 We do not usually charge for retrieving papers or documents held in storage where you are providing continuing or new instructions. We may charge (based on the time we spend in producing stored papers or documents) for producing them to you or to another person at your request.

12 Termination

12.1 You can terminate your instructions to us in writing at any time. But if you have not paid all the sums owing to us, we are entitled to keep your papers and documents until you do so.

12.2 During the course of the matter we may come to believe that we should stop acting for you, for example if you cannot give us clear or proper instructions on how we should proceed, or it is clear that you have lost confidence in the way in which we are carrying out work on your behalf.

12.3 We will only stop acting for you when we have a good reason to do so; for example:

- 12.3.1 if you do not pay one or more of our invoices, or
- 12.3.2 if you do not make an advance payment promptly when we required to do so, or
- 12.3.3 if you provide instructions which are unreasonable or would require us to breach a professional rule or a duty to the court or involve the commission of a criminal offence.

12.4 If we decide to stop acting for you we will give you reasonable notice that we are to stop acting. The precise length of the notice will depend on the circumstances.

12.5 If you decide that you no longer wish us to act for you, you will pay us for the time we spend based on hourly charges plus any expenses incurred up to the date of our ceasing to act for you.

13 Our service and complaints

13.1 We are committed to providing a high-quality legal service to all our clients. The firm's definition of a complaint is defined as "any expression of client dissatisfaction however it is expressed". This follows the Solicitors Regulation Authority definition of a complaint.

13.2 We aim to offer our clients an efficient and effective service. During the course of your case if there are any matters upon which you are concerned or require clarification or you are dissatisfied with, then you should contact a member of our team who will attempt to resolve the matter to your satisfaction. We would ask that you first try and resolve any issue with the fee earner having conduct of your case and thereafter with the allocated Supervisor.

13.3 Should you remain dissatisfied then you may refer the matter to Mr Marcin Durlak, a Senior Partner, with a view to fully investigate the matter and to resolve any outstanding concerns or queries that you might have.

13.4 If for any reason you continue to be dissatisfied then you have a right of further complaint to the Legal Ombudsman, who would investigate the matter further on your behalf. If you do have a cause to

complain then please use our internal complaints procedure initially as it is highly probable that the matter will be resolved to your satisfaction and at the earliest possible opportunity.

14 Interest

We are required to advise you of any interests that we may have in recommending any particular service to you. Should any documents need to be translated or interpreter needs to be arranged, then partners at IMD Solicitors LLP have an interest in the company we use to do this.

15 Further instructions concerning contentious matters

If you provide us with further instructions concerning other contentious matters, these general terms and conditions will apply, unless we agree otherwise.

16 Law and jurisdiction

This agreement shall be governed by and construed in accordance with the law of England and Wales and each party agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

I have read and understood the above Terms and Conditions and I agree to enter into a retainer in respect of the above clauses.

Signed

Print name

Dated

Stamp