

GENERAL TERMS OF BUSINESS

1. COMMUNICATIONS

The offices of Peter AC Sloan - Solicitors are located at 2 The Courtyard, Denmark Street, Wokingham, Berkshire RG40 2AZ. Telephone number 0118 930 5030 email enquiries@peteracsloan.co.uk Website www.peteracsloan.com
Normal hours of business are between 9.00am and 5.30pm on weekdays. Home visits and appointments outside of those hours can be arranged to suit individual client's needs.

Peter AC Sloan Solicitors are Authorised and Regulated by the Solicitors Regulation Authority, the regulatory body of the Law Society of England and Wales. SRA Number 439908 <http://www.sra.org.uk/code-of-conduct.page>

2. PROFESSIONAL INDEMNITY

In the interests of our clients Peter AC Sloan – Solicitors maintains professional indemnity insurance in accordance with the requirements of Provision of Service Regulations 2009, and compliant with the Solicitors Regulation Authority terms and conditions of business for offices based in England & Wales. Our indemnity insurance territorial coverage is worldwide. Our insurance policy is available for inspection at our offices.

3. THE FEES

Our estimate is based on information supplied by you at the time of your enquiry and may increase if it becomes obvious that the value or nature of the work we undertake differs from that originally advised, or if the amount of time, skill or work required for the conduct of the matter is more than initially expected or if you require it to be expedited. We will advise you in writing of any increase at the appropriate time, or as soon as possible thereafter.

4. VAT

We are registered for VAT and therefore all fees and appropriate expenses will have VAT added at the current rate for the time being in force.

5. MONIES ON ACCOUNT

We may ask for a payment on account either at the start of the matter or during its progress. This is a common practice when expenses will be incurred, for example local search or where the matter is likely to be complicated or lengthy.

6. EXPENSES

The estimate will refer to expenses which are based on figures supplied by you. Third parties may alter their fees at regular intervals and we will notify you in writing of any changes. Sometimes we will need to make further searches or payment for documentation, which we will not know about until we receive documentation. The expenses are incurred on your behalf during the course of the matter. It is rarely possible us to know at the outset all expenses that may arise but the financial statement will show the items separately from any fees. Where the expense is fixed, for example the local search fee then the actual cost will be charged. Your acceptance of these terms shall constitute your agreement for us to incur the expenses (including repeat expenses) which, in our judgement, are necessary to protect you or your lender's interests.

7. THE MORTGAGE

(i) If you need a mortgage it is your responsibility to comply with the lender's terms and conditions as set out the offer. It is your decision to accept the financial effect of any deduction retention redemption penalty or early redemption penalty interest imposed by the offer. If asked by you in writing we will explain any terms of the offer. If not then it is assumed you fully understand the offer and the financial and other implications.

(ii) All lenders require a lawyer to carry out specific legal work in granting or accepting repayment of a mortgage and you may not be aware that they require you to pay their lawyer's legal fees for this. We are on the Panel of most lenders and they will usually instruct us to represent them as well as you in which event we confirm that if applicable we will provide you with an estimate of the lender's legal fees. Your acceptance of these terms shall constitute your agreement for us to disclose instructions and information to any lender, which also instructs us.

(iii) If your lender appoints their lawyer to act, you will be responsible for their legal fees in addition to our own. We will advise you in writing of the fees at the appropriate time but will continue to represent you.

(iv) Most offers expire after a period of time. It is your responsibility to ensure that the offer is valid at the time of exchange of Contracts. You must re-apply to your lender if your offer has or is about to expire.

It is also your responsibility to advise your lender and us of any change in the purchase price or any financial adjustment between you and the other party such as an allowance or cashback.

8. QUALITY ASSURANCE

If we operate a practice management system to BS EN ISO 9002 1994 and inspection to verify performance to the standard will require random selection of our files by the certification body. This inspection is essential but is strictly confidential. If you instruct us in writing then you can be excluded from this inspection.

9. INSURANCE POLICIES

Our estimate includes dealing with the assignment or re-assignment of a single policy (or other security) but in the event of additional policies or securities we shall make a further charge of £25 plus VAT for each additional policy or security. These charges include the preparation and service of the required Notice.

Peter AC Sloan Solicitors are not authorised by the Financial Services Authority. However, we are included on the register maintained by the Financial Services Authority so that we may carry on insurance mediation activity, which is broadly the advertising on, selling and administration of insurance contracts.

This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the Solicitors Regulation Authority. The register can be accessed via the Financial Services website at www.fsa.gov.uk/register. The Law Society of England and Wales is a designated professional body for the purpose of the Financial Services and Markets Act 2000. The Solicitors Regulation Authority is the independent regulatory arm of the Law Society. The Legal Complaints Service is the independent complaints handling arm of the Law Society. If you are unhappy with any insurance advice you receive from us, you should raise your concerns with either of those bodies.

10. UNDERTAKINGS

If you ask us to assist you by giving an undertaking to a third party (other than to your existing lender or lenders) that we will settle any amount due by you, we will charge a fee for this commitment and will notify you of the fees in writing at the appropriate time or as soon as possible thereafter. In view of the personal nature of the undertaking we may require appropriate additional security from you **BEFORE** giving it.

11. FINANCIAL

The matter can only be financed using funds cleared through our account. You must ensure that any sum needed from you is paid to us either by cheque or bankers draft at least five clear working days before it is needed, unless you make payment direct to our account by means of an electronic transfer. If it is delayed because you provide funds after the specified time or by inappropriate means then we will not be held liable for any direct or consequential losses for as long as the funds remain uncleared.

12. PAYMENT OF OUR COSTS AND EXPENSES

It is normal for the fees and expenses due to us to be paid as cleared before the date of completion. Where we hold funds this payment will be deducted once a financial statement has been provided. By signing these Terms you authorise this practice. If we do not hold sufficient sums then you will provide the sums as cleared funds prior completion in accordance with the term 11. If payment is not made within seven days of completion, then daily interest may be charged at 2% per calendar month or part compounded monthly from completion until the outstanding sum is received by us as cleared funds.

13. THE COMPLETION

(i) We always advise a minimum of ten working days between exchange of Contracts and completion. This period is regarded as the minimum to safely deal with all pre-completion searches and formalities (including cleared funds from the lender and from you) to enable you to be fully protected at completion. In particular we need to hold cleared funds from you in respect of any Stamp Duty and Land Registry fees payable

(ii) If you ask us to complete your matter in less time we may charge an expedition fee. We will notify you in writing of the charge which will be added to our fees and be payable by you. We will not be liable for any direct or consequential losses for completion being delayed beyond your specified date, provided we have used reasonable professional skill in attempting to complete on the specified date.

(iii) Within seven days of completion we will send by post a cheque in your favour (unless we have your written instructions to the contrary) for all sums held by us due to you to the address notified to us in writing at least five working days before completion.

PLEASE NOTE the term "working day" does not include Saturdays Sundays Bank or other Statutory Holidays.

14. SPECIALIST SERVICES

We are lawyers qualified to advise on Conveyancing. You must consult other qualified professionals for advice on non-legal matters, such as the physical condition of a property, its connected services and its market value, or investment, financial or tax advice. Before exchange of Contracts or leasing premises we advise a structural survey (of a type appropriate to the nature of the property) by a qualified surveyor and to obtain any further information the report may state is required.

15. MATTERS WHICH YOU ARE TO DO

(i) To provide us with written confirmation of any variation of your original instructions (ii) to respond promptly in writing to any request for instructions you may receive from us (iii) to provide us with evidence of your identity requested by us (iv) to take whatever steps we may request to comply with current money laundering regulations and (v) generally to co-operate with us.

16. ABORTIVE FEES

If for any reason the matter fails to complete we will assess the value of the work carried out and will charge our fees together with third party expenses already incurred although you will be credited for sums paid on account. Such fees and expenses are for immediate settlement unless otherwise agreed in writing. If unpaid after seven days interest as set out in term 13 may be applied.

17. STORAGE OF PAPERS AND DEEDS

After completing the sale, we are entitled to keep all your papers and documents while money is owing to us. 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 12 years and on the understanding that we have your authority to destroy the file 12 years after sending you my final bill. We will not destroy documents you ask us to deposit in safe custody.

We will make a charge of £25.00 plus VAT on each occasion that you require us to retrieve stored papers or deeds. We reserve the right to make a further charge based on the time we spend reading papers, writing letters or other work necessary to comply with the instructions in connection with the retrieval of your papers or deeds.

18. DATA PROTECTION ACT 1998

We are registered under the Data Protection Act 1998 and authorised to collect and store personal data. In instructing us you should be aware that personal data relating to you and your matter is being collected and held electronically and in paper records and files. The only use that will be made of that personal data is in fulfilling our professional retainer for you and for marketing purposes (unless you indicate to the contrary that you do not wish to receive any marketing information or literature from us.) We take reasonable measures to secure access, storage and transmission of any data collected and stored by us.

19. MONEY LAUNDERING

In common with most other firms of Solicitors, and many other types of business besides, we are obliged by the Proceeds of Crime Act 2002 and the Money Laundering Regulations 2007, to disclose to the authorities any activity which we suspect may involve money laundering, and indeed, we are subject to very severe penalties should we fail to do so. By confirming your instructions you authorise us to make any such disclosure as we, in the reasonable exercise of our discretion think fit, and without reference to you or any other person (and whether before or after any such disclosure is made) and without incurring any liability for any loss or damage occasioned by such disclosure and whether suffered by you or some other person or party.

20. TERMINATION

You may terminate instructions in writing at any time but we shall keep your papers and documents while sums are due to us. You may think it appropriate for us to stop acting if, for example, you cannot give appropriate instructions, or if you have lost confidence in the way your work is done. We can only stop acting if there is good reason to do so and /or in accordance with our professional rules. For example if you fail (i) to comply with our request for payment on account or (ii) to give us proper or adequate instructions. If either of us decide we can no longer act you will discharge our fees and expenses in accordance with term 5.

21. COMPLAINTS

If you have any complaint about the way in which your matter has been dealt with please follow the procedure enclosed on a separate sheet within this letter.

(i) A complaint is an oral or written expression of dissatisfaction which alleges that the complainant has suffered (or may suffer) financial loss, distress, inconvenience, or detriment, and can include complaints relating to our bill.

(ii) We are anxious to resolve any complaint you have about the service we have given you as quickly as possible. If you are unable to resolve the issues with the person who has been dealing with you please contact Mr. Peter Sloan, either by telephone:- 0118 930 5030, email, peter@peteracsloan.co.uk or by post 20 High Street, Theale Berkshire RG7 5AN **as soon as possible**.

(iii) The assessment of the complaint will be based upon a sufficient and impartial investigation. We will explain in writing our findings and, where the complaint is upheld, will offer remedial action or redress. This will be dealt with promptly.

If after following the review process you remain dissatisfied with any aspect of our handling of your complaint, you may contact the Legal Ombudsman directly to ask them to consider the complaint further:

Tel no: 0300 555 0333

Email: enquiries@legalombudsman.org.uk

Website: <http://www.legalombudsman.org.uk>

Legal Ombudsman

PO Box 6806

Wolverhampton

WV1 9WJ

Unless it agrees there are good reasons not to do so, the Legal Ombudsman will expect you in the first instance to allow us to consider and respond to your complaint in accordance with the procedure set out above. You can refer your complaint to the Legal Ombudsman up to 6 months after you have received our final written response to your complaint (or within 6 months after you have discovered a problem, whichever is later).

You can also refer your complaint to the Legal Ombudsman if we have not resolved your complaint within 8 weeks after we received it. The Legal Ombudsman deals with service related complaints only; it will refer any conduct-related complaints it receives to the relevant governing body.