

TERMS & CONDITIONS

Ashton Bell solicitors is a business named of Ashton Bell Ltd, a company incorporated in England and Wales and regulated by the Law Society

ASHTON BELL LTD TERMS AND CONDITIONS OF BUSINESS

THE LAW SOCIETY IS THE GOVERNING BODY OF SOLICITORS. PROFESSIONAL RULES LAID DOWN BY IT REQUIRE THAT CLIENTS OF SOLICITORS BE INFORMED OF CERTAIN TERMS OF BUSINESS. ACCORDINGLY, THIS FORMAL STATEMENT INDICATES THE BASIS ON WHICH THIS FIRM CARRIES OUT PROFESSIONAL SERVICES ON BEHALF OF CLIENTS.

1. PLACES AND HOURS OF BUSINESS

ASHTON BELL'S OFFICES ARE LOCATED AT 19 HANOVER SQUARE, LEEDS, LS3 1AP. THE NORMAL HOURS OF OPENING ARE BETWEEN 9:00AM AND 5:00PM ON WEEKDAYS. APPOINTMENTS CAN BE ARRANGED OUTSIDE THOSE HOURS WHEN ESSENTIAL TO THE INTERESTS OF A CLIENT. UNLESS IT IS ESSENTIAL TO DO SO, CLIENTS ARE REQUESTED TO REFRAIN FROM MAKING TELEPHONE CALLS TO OUR OFFICES PRIOR TO 9:30AM. THIS WILL CONTRIBUTE TO THE EFFICIENCY OF PROCEDURES FOR THE OPENING AND CIRCULATION OF INCOMING POST.

2. RESPONSIBILITY FOR WORK

2.1 THE FEE EARNER PRIMARILY RESPONSIBLE FOR THE CONDUCT OF YOUR TRANSACTION OR CASE WILL BE FRANK SKIERCZYNSKI. THE PARTNER HAVING OVERALL SUPERVISION OF THE OFFICE IS FRANK SKIERCZYNSKI.

2.2 THE PERSON WHO MAY BE ABLE TO DEAL WITH YOUR QUERIES AND WHO WILL BE PLEASED TO TAKE ANY MESSAGE FOR YOU IS MAXINE WOODHALL/CLAIRE ELLIOTT

2.3 WE AIM TO OFFER ALL CLIENTS A FRIENDLY AND EFFICIENT SERVICE. IF HOWEVER ANY DIFFICULTY SHOULD ARISE, YOU SHOULD RAISE THE MATTER WITH FRANK SKIERCZYNSKI.

3. PROFESSIONAL INDEMNITY

IN THE INTERESTS OF CLIENTS, ASHTON BELL MAINTAIN PROFESSIONAL INDEMNITY INSURANCE.

4. FEES

- 4.1 UNLESS AND UNTIL EITHER A) AN ALTERNATIVE FEE ARRANGEMENT HAS BEEN AGREED AND CONFIRMED IN WRITING BY US; OR B) THERE IS A CONDITIONAL FEE AGREEMENT IN FORCE OR C) A CLIENT IS ENTITLED TO HAVE THE FEES OF ASHTON BELL PAID BY THE LEGAL AID BOARD, THE BASIS FOR CALCULATION OF OUR FEES IS DESCRIBED BELOW AND IS MAINLY BY REFERENCE TO THE TIME SPENT BY THE PARTNER AND STAFF DEALING WITH THE TRANSACTION OR CASE; THE TIME CHARGED BEING ALL TIME SPENT ON THE CLIENT'S AFFAIRS. THIS WILL INCLUDE ATTENDANCES UPON THE CLIENT AND PERHAPS OTHERS; ANY TIME SPENT TRAVELLING; CONSIDERING, PREPARING AND WORKING ON PAPERS AND CORRESPONDENCE; MAKING AND RECEIVING TELEPHONE CALLS.
- 4.2 EACH PARTNER, SOLICITOR AND EXECUTIVE'S TIME IS CHARGED OUT AT AN HOURLY RATE WHICH REFLECTS OVERHEAD COSTS. ROUTINE LETTERS SENT OUT BY THE FIRM ARE CHARGED AT 6 MINUTES A PAGE, TELEPHONE CALLS IN 6 MINUTE UNITS AND CONSIDERATION OF LETTERS RECEIVED AT 3 MINUTES PER PAGE. NON ROUTINE LETTERS ARE CHARGED AT A RATE EQUAL TO THE TIME TAKEN TO DRAFT THEM.
- 4.3 THE CURRENT HOURLY RATES ARE SET OUT BELOW. THESE RATES DO NOT INCLUDE VAT WHICH WILL BE ADDED WHEN AN INVOICE IS PREPARED.

GRAD A SOLICITORS	£175.00 PER HOUR
OTHER SOLICITORS	£155.00 PER HOUR
LICENSED CONVEYANCERS, FELLOW OF INST. OF LEGAL EXECUTIVE, SENIOR EXECUTIVES EXECUTIVES	RATES AVAILABLE UPON REQUEST
TRAINEE SOLICITORS	

4.4 WHERE THE INSTRUCTIONS OF THE CLIENT REQUIRE THAT INTERVIEWS TAKE PLACE, OR OTHER WORK IS CARRIED OUT, NECESSARILY OUTSIDE ASHTON BELL'S NORMAL OFFICE HOURS, ASHTON BELL RESERVE THE RIGHT TO INCREASE THE LEVEL OF THE HOURLY RATE.

4.5 THE HOURLY RATES SET OUT ABOVE ARE NORMALLY REVIEWED ANNUALLY TO TAKE EFFECT FROM THE 1ST JAN AND TAKE ACCOUNT OF CHANGES IN SALARY AND OTHER OVERHEAD COSTS. DETAILS OF ANY REVISION OF RATES OCCURRING DURING THE CONTINUANCE OF A CASE OR TRANSACTION WILL BE SUPPLIED TO A CLIENT ON REQUEST. THESE RATES MAY NOT BE APPROPRIATE IN CASES OF EXCEPTIONAL COMPLEXITY OR URGENCY. WHERE IT BECOMES APPARENT THAT SUCH CIRCUMSTANCES EXIST, ASHTON BELL RESERVE THE RIGHT TO TERMINATE THE RETAINER UNLESS REVISED RATES ARE AGREED IN SUBSTITUTION.

4.6 IN PROPERTY TRANSACTIONS, IN THE ADMINISTRATION OF ESTATES AND IN TRANSACTIONS INVOLVING A SUBSTANTIAL FINANCIAL CONSIDERATION OR BENEFIT TO THE CLIENT, FEES MAY BE CALCULATED BOTH BY REFERENCE TO THE TIME SPENT AND ALSO BY REFERENCE TO A VALUE ELEMENT BASED ON EG THE PRICE OF THE PROPERTY, THE SIZE OF THE ESTATE OR THE VALUE OF THE FINANCIAL BENEFIT. THE VALUE ELEMENT REFLECTS THE IMPORTANCE OF THE TRANSACTION AND THE CONSEQUENT RESPONSIBILITY FALLING ON THE FIRM, AND WILL AMOUNT TYPICALLY TO 2% OF THE GROSS CONSIDERATION IN ADDITION TO THE TIME COSTED ELEMENT.

4.7 DISBURSEMENTS INCLUDE PAYMENTS MADE BY ASHTON BELL ON BEHALF OF THE CLIENT EG FOR SUCH ITEMS AS COURT FEES, COUNSEL'S FEES, FEES FOR MEDICAL REPORTS, SEARCH FEES, LAND OR PROBATE REGISTRY FEES ETC. ASHTON BELL HAVE NO OBLIGATION TO EFFECT SUCH PAYMENTS UNLESS FUNDS HAVE BEEN PROVIDED BY THE CLIENT FOR THAT PURPOSE. VAT IS PAYABLE ON CERTAIN DISBURSEMENTS.

4.8 FEES ARE PAYABLE WHETHER OR NOT A CASE IS SUCCESSFULLY CONCLUDED OR A TRANSACTION COMPLETED. IF ANY CASE OR TRANSACTION DOES NOT PROCEED TO COMPLETION FOR ANY REASON DURING THE PERIOD IN WHICH ASHTON BELL ARE INSTRUCTED, THEN ASHTON BELL SHALL BE ENTITLED TO CHARGE FOR WORK DONE ON THE BASIS SET OUT ABOVE BUT, IN ITS ABSOLUTE DISCRETION THE FIRM MAY WAIVE PART OR ALL OF SUCH ENTITLEMENT TO FEES.

4.9 IN THE EVENT OF YOUR LEGAL COSTS BEING PAID BY A THIRD PARTY E.G. A THIRD PARTY INSURER, YOU PAY THE SHORTFALL BETWEEN TIME EXPENDED ON THE FILE AND COSTS PAID BY THE THIRD PARTY.

5. ARRANGEMENTS FOR PAYMENT OF FEES

5.1 **PROPERTY TRANSACTIONS.** AN ACCOUNT WILL NORMALLY BE RENDERED FOLLOWING THE EXCHANGE OF CONTRACTS AND PAYMENT IS REQUIRED PRIOR TO OR UPON COMPLETION. WHERE SUFFICIENT FUNDS ARE PAYABLE TO THE CLIENT UPON COMPLETION, AMOUNTS DUE TO ASHTON BELL SHALL BE DEDUCTED FROM SUCH FUNDS UNLESS OTHERWISE AGREED IN WRITING. ESTIMATES ARE BASED ON A ROUTINE FREEHOLD TRANSACTION OF REGISTERED LAND WITH NO ONEROUS FEATURES OR TITLE DEFECTS. IF THERE ARE SUCH FEATURES OR TITLE DEFECTS LIKELY TO INVOLVE US IN SUBSTANTIAL FURTHER WORK, WE RESERVE THE RIGHT TO SEEK TO NEGOTIATE A FURTHER FEE WITH YOU AS SOON AS WE BECOME AWARE OF THIS. MOST CONVEYANCING TRANSACTIONS ARE ROUTINE BUT IF SUCH A SITUATION AROSE AND WE COULD NOT AGREE UPON SUCH FURTHER FEE WITH YOU WE WOULD BE UNDER NO OBLIGATION TO PROCEED FURTHER.

5.2 **ADMINISTRATION OF ESTATES.** IT IS OUR USUAL PRACTICE TO DELIVER INTERIM ACCOUNTS AT INTERVALS DURING THE ADMINISTRATION. AN INTERIM BILL WILL NORMALLY BE SUBMITTED WHEN THE GRANT HAS BEEN OBTAINED. IF IT THEN TRANSPIRES THAT IT WILL TAKE SOME TIME TO COMPLETE THE ADMINISTRATION, FURTHER INTERIM ACCOUNTS WILL BE RENDERED PERIODICALLY AND THE FINAL ACCOUNT WILL BE PRESENTED WHEN THE ESTATE ACCOUNTS ARE DELIVERED FOR APPROVAL.

5.3 **OTHER CASES OR TRANSACTIONS.** IT IS NORMAL PRACTICE TO ASK CLIENTS TO PAY SUMS OF MONEY FROM TIME TO TIME ON ACCOUNT OF THE FEES AND DISBURSEMENTS WHICH ARE ANTICIPATED IN THE FOLLOWING WEEKS OR MONTHS. IT IS HELPFUL IF CLIENTS MEET SUCH REQUESTS WITH PROMPT PAYMENT TO AVOID ANY DELAY IN THE PROGRESS OF THEIR CASE. IN TRANSACTIONS OR CASES LIKELY TO CONTINUE FOR MORE THAN ONE MONTH INTERIM ACCOUNTS COVERING THE WORK ALREADY CARRIED OUT WILL NORMALLY BE RENDERED QUARTERLY (MARCH, JUNE, SEPTEMBER, DECEMBER). IN SOME CASES, ACCOUNTS MAY BE RENDERED MORE FREQUENTLY, EG, WHEN A CONSIDERABLE AMOUNT OF TIME IS SPENT WITHIN A SHORT PERIOD. THIS PROCEDURE ENABLES CLIENTS TO BUDGET FOR COSTS AS THE MATTER PROGRESSES. IN THE EVENT OF ANY SUCH ACCOUNT OR REQUEST FOR PAYMENT ON ACCOUNT NOT BEING PAID, ASHTON BELL RESERVE THE RIGHT TO DECLINE TO ACT FURTHER IN THE CASE. THE FULL AMOUNT OF WORK DONE UP TO THAT DATE WILL BE THE SUBJECT OF A FINAL ACCOUNT RENDERED AND WILL BE A DEBT DUE FROM THE CLIENT. INTEREST WILL BE CHARGED AT 4% OVER BANK OF ENGLAND BASE RATE FROM TIME TO TIME FROM THE DATE OF DELIVERY OF ANY ACCOUNT IN CASES WHERE PAYMENT IS NOT MADE WITHIN 28 DAYS OF SUCH DELIVERY.

5.4 IN CASES OR TRANSACTIONS CONTINUING FOR SOME PERIOD OF TIME, MANY CLIENTS FIND IT CONVENIENT TO ARRANGE REGULAR PAYMENTS ON ACCOUNT BY WAY OF BANK STANDING ORDER. STANDING ORDERS SHOULD BE EXPRESSED TO BE IN FAVOUR OF 'ASHTON BELL CLIENT ACCOUNT' ACCOUNT NUMBER 69153671. CLIENTS SHOULD NOTIFY THE PERSON HAVING CONDUCT OF THEIR FILE OF THEIR PROPOSAL TO PAY BY THIS ARRANGEMENT.

6. COSTS RECOVERED

IN SOME LITIGATION CASES A SUCCESSFUL CLIENT MAY BE ENTITLED TO THE PAYMENT OF COSTS BY SOME OTHER PARTY TO THE PROCEEDINGS. HOWEVER, IT IS RARE FOR THE SYSTEM OF 'ASSESSMENT' OF COSTS, AS IT IS KNOWN, TO RESULT IN THE OTHER PARTY HAVING TO PAY THE FULL AMOUNT OF THE COSTS INCURRED BY THE CLIENT WITH THEIR OWN SOLICITOR. IF THE OTHER PARTY IS IN RECEIPT OF LEGAL AID NO COSTS ARE LIKELY TO BE RECOVERED. IN THE EVENT THAT A CLIENT IS SUCCESSFUL AND COSTS DO FALL TO BE PAID BY THE OTHER PARTY, INTEREST CAN BE CLAIMED ON THOSE COSTS AGAINST THE OTHER PARTY AS FROM THE DATE

ON WHICH THE ORDER FOR COSTS WAS MADE. TO THE EXTENT THAT ANY OF THE FEES AND DISBURSEMENTS OF ASHTON BELL HAVE BEEN PAID ON ACCOUNT BY THE CLIENT, ASHTON BELL WILL ACCOUNT TO THE CLIENT FOR SUCH INTEREST BUT WILL OTHERWISE BE ENTITLED TO RETAIN IT.

7. INTEREST PAYMENTS

7.1 IF ASHTON BELL HOLDS MONEY ON YOUR BEHALF, SUBJECT TO THE TERMS OF THIS PARAGRAPH, INTEREST WILL BE CALCULATED AND PAID TO YOU IN ACCORDANCE WITH THE SOLICITORS ACCOUNTS RULES 1991. SUBJECT TO CERTAIN MINIMUM AMOUNTS AND PERIODS OF TIME PRESCRIBED BY THE RULES INTEREST WILL BE CALCULATED AND PAID AT THE RATE FROM TIME TO TIME PAYABLE ON DEPOSIT ACCOUNTS LESS A SUM OF £20:00 TO TAKE INTO ACCOUNT THE ADMINISTRATIVE COSTS OF CALCULATION AND PAYMENT IN RESPECT OF EACH AMOUNT OF INTEREST AS AND WHEN CALCULATED. THE PERIOD FOR WHICH INTEREST WILL BE PAID WILL NORMALLY RUN FROM THE DATE(S) ON WHICH CLEARED FUNDS ARE CREDITED TO OUR ACCOUNT UNTIL THE DATE(S) OF ISSUE OF ANY CHEQUE(S) ON DISCHARGE THEREOF.

7.2 WHERE CLIENTS OBTAIN BORROWING FROM A LENDER ASHTON BELL WILL REQUEST THE LENDER TO ARRANGE THAT THE ADVANCE CHEQUE IS RECEIVED BY ASHTON BELL A MINIMUM OF FOUR WORKING DAYS PRIOR TO THE COMPLETION DATE TO ENSURE THAT CLEARED FUNDS ARE AVAILABLE IN TIME FOR COMPLETION. CLIENTS SHOULD NOTE THAT THE LENDER MAY CHARGE INTEREST FROM THE DATE OF ISSUE OF THE CHEQUE.

8. FINANCIAL SERVICES

ASHTON BELL IS AUTHORISED BY THE LAW SOCIETY TO CONDUCT INVESTMENT BUSINESS IN ACCORDANCE WITH THE REQUIREMENTS OF THE FINANCIAL SERVICES ACT 1986. IN THE EVENT THAT COMMISSION IS RECEIVED BY ASHTON BELL FROM A FINANCIAL INSTITUTION, BROKERS OR OTHERS, AND UNLESS OTHERWISE AGREED, ASHTON BELL WILL ACCOUNT TO THE CLIENT FOR SUCH PART OF THE COMMISSION, IF ANY, AS MAY EXCEED THE AMOUNT OF ANY FEES OR DISBURSEMENTS DUE TO ASHTON BELL FROM THE CLIENT.

9. STORAGE OF PAPERS AND DEEDS

9.1 FOLLOWING THE CONCLUSION OF A TRANSACTION OR CASE ON BEHALF OF A CLIENT, ASHTON BELL WILL RETAIN THE CLIENT'S FILE OF PAPERS FOR SUCH A PERIOD AS THEY SHALL DEEM APPROPRIATE IN THEIR ABSOLUTE DISCRETION. A CLIENT WHO REQUIRES SUCH PAPERS (INCLUDING PRE-REGISTRATION DEEDS AND DOCUMENTS WHERE THE TITLE OF PROPERTY HAS BEEN REGISTERED AT H M LAND REGISTRY) TO BE KEPT FOR ANY SPECIFIED PERIOD SHALL GIVE NOTICE IN WRITING TO ASHTON BELL TO THAT EFFECT AND, IN THE EVENT OF SUCH NOTICE BEING GIVEN, ASHTON BELL RESERVE THE RIGHT TO REQUIRE THE CLIENT TO TAKE PERSONAL CUSTODY OF THE PAPERS. THIS PROVISION DOES NOT APPLY TO CURRENT DEEDS, WILLS AND SECURITIES.

9.2 ASHTON BELL PROVIDE A SAFE CUSTODY SERVICE TO CLIENTS IN RESPECT OF WILLS, DEEDS AND OTHER SECURITIES AND NO CHARGE WILL BE MADE TO THE CLIENT FOR SUCH STORAGE UNLESS PRIOR NOTICE IN WRITING IS GIVEN TO THE CLIENT OF A CHARGE TO BE MADE FROM A FUTURE DATE TO BE SPECIFIED IN THAT NOTICE.

9.3 WHERE STORED PAPERS, WILLS, DEEDS OR SECURITIES ARE RETRIEVED FROM STORAGE BY ASHTON BELL IN CONNECTION WITH CONTINUING OR NEW INSTRUCTIONS TO ASHTON BELL TO ACT IN CONNECTION WITH THE CLIENT'S AFFAIRS, NORMALLY NO CHARGE WILL BE MADE FOR SUCH RETRIEVAL. HOWEVER, ASHTON BELL RESERVE THE RIGHT TO MAKE AN ADMINISTRATION CHARGE BASED ON TIME SPENT IN RETRIEVAL AND ANY PERUSAL, CORRESPONDENCE OR OTHER WORK NECESSARY TO COMPLY WITH THE INSTRUCTIONS GIVEN BY OR ON BEHALF OF A CLIENT OR FORMER CLIENT FOR WHOM PAPERS, WILLS, DEEDS OR SECURITIES ARE STORED.

10. FUTURE INSTRUCTIONS

UNLESS OTHERWISE AGREED, AND SUBJECT TO THE APPLICATION OF THEN CURRENT HOURLY RATES, THESE TERMS AND CONDITIONS OF BUSINESS SHALL APPLY TO ANY FUTURE INSTRUCTIONS GIVEN BY YOU TO ASHTON BELL.

ALTHOUGH YOUR CONTINUING INSTRUCTIONS IN THIS MATTER WILL AMOUNT TO AN ACCEPTANCE OF THESE TERMS AND CONDITIONS OF BUSINESS, IT WILL BE HELPFUL IF YOU WILL PLEASE SIGN AND RETURN ONE COPY OF THEM FOR US TO RETAIN ON OUR FILE. I HAVE READ, UNDERSTOOD AND ACCEPT THE TERMS AND CONDITIONS OF BUSINESS SET OUT ABOVE.

ASHTON BELL'S TERMS & CONDITIONS OF BUSINESS

ASHTON BELL LITIGATION SERVICES SUPPLEMENTAL TERMS AND CONDITIONS OF BUSINESS

1. THESE TERMS AND CONDITIONS OF BUSINESS ARE SUPPLEMENTAL TO ASHTON BELL'S STANDARD TERMS AND CONDITIONS OF BUSINESS.

2. ASHTON BELL WILL CONDUCT OR DEFEND LITIGATION THROUGH THE COURTS ON YOUR BEHALF ONLY SUBJECT TO THE FOLLOWING CONDITIONS:

2.1 YOU MAINTAIN ANY AGREED REGULAR MONTHLY INSTALMENTS AS CONTRIBUTIONS ON ACCOUNT OF COSTS AND DISBURSEMENTS. EACH SUCH AGREED PAYMENT TO BE RECEIVED BY ASHTON BELL ON OR BEFORE THE FIRST DAY OF EACH MONTH.

2.2 YOU PAY ANY BALANCE SHOWN TO BE DUE ON ANY INTERIM ACCOUNT WITHIN 28 DAYS OF DELIVERY OF THE ACCOUNT.

2.3 YOU PAY IN ADVANCE ANY DISBURSEMENTS INCLUDING, EG COURT FEES, MEDICAL OR OTHER EXPERTS' FEES, COUNSEL'S FEES, WHICH YOU HAVE INSTRUCTED US TO INCUR.

2.4 YOU SIGN AND RETURN THE ENCLOSED NOTICE OF ACTING IN PERSON.

2.5 YOU SIGN AND RETURN ONE COPY OF THIS DOCUMENT AND OF ASHTON BELL'S TERMS AND CONDITIONS OF BUSINESS.

2.6 YOU SIGN AND RETURN ONE COPY OF THE ENCLOSED PERSONAL GUARANTEE BY YOU AS A DIRECTOR OF THE COMPANY'S COSTS.

2.7 IF A MONTHLY PAYMENT INSTALMENT IS NOT RECEIVED BY ASHTON BELL BY THE 4TH OF ANY MONTH OR AN AMOUNT DUE UNDER AN INTERIM BILL REMAINS UNPAID FOR MORE THAN 28 DAYS AFTER DELIVERY OF THE ACCOUNT OR PAYMENT OF A DISBURSEMENT REMAINS UNPAID 28 DAYS AFTER REQUEST FOR PAYMENT HAS BEEN MADE OR NOTICE IS GIVEN BY YOU CANCELLING OR REVOKING THE PERSONAL GUARANTEE, THEN ASHTON BELL RESERVES THE RIGHT TO FILE THE NOTICE OF ACTING IN PERSON AT THE COURT AND TO CEASE ACTING FOR YOU IN THE LITIGATION.