

These Terms and Conditions of Business issued by Machins Solicitors LLP (“the Firm”) apply to each matter we work on for you. They may be supplemented by the engagement letter we send to you with these Terms and Conditions and together these documents will form our contract with you for the provision of legal services.

Our aim

We aim to offer our clients quality legal advice with a personal service at a fair cost. As a start, we hope it is helpful to you to set out in this statement the basis on which we will provide our professional services.

Regulatory Information

Machins Solicitors LLP is a Limited Liability Partnership authorised and regulated by the Solicitors Regulation Authority (“the SRA”). Our SRA number is 568904. A list of Members is available for inspection at each of our offices. References to a Partner shall mean a current member of Machins Solicitors LLP.

The SRA Code of Conduct by which we are bound is available at: <https://www.sra.org.uk/solicitors/standards-regulations/code-conduct-solicitors/>

Our Registered Office is: 28 Dunstable Road, Luton, Bedfordshire LU1 1DY. We are registered in England & Wales No OC357529.

Our VAT Registration number is: 324 8777 71

Our hours of business

- We have offices in Luton and Berkhamsted.
- The normal hours of opening at our offices are between 9.00 am and 5.30 pm on weekdays.

Messages can be left outside those hours and appointments can be arranged at other times when this is essential.

People responsible for your work

The engagement letter which accompanies these Terms and Conditions advises you of the fee earner who will be primarily responsible for the carrying out of your work, the status of that fee earner. It also advises you who will be assisting the fee earner, who will be supervising the fee earner and the Partner with final responsibility for the Department.

We will try to avoid changing the people who handle your work but, if this cannot be avoided, we will tell you promptly of any changes and the reasons why they have been necessary. We have arrangements in place to ensure continuity of cover in the event of the person dealing with your matter being absent from the office for any significant period of time.

Charges and expenses

- The engagement letter which accompanies these Terms and Conditions will indicate whether your charges will be calculated on a fixed fee basis, whether they will be calculated by reference to the time actually spent by solicitors and other staff in respect of the work they do on your behalf or whether the fees will depend on other factors. Please note that where fees are being charged on a time actually spent on the matter basis, peer reviews will be chargeable.
- Solicitors have to pay out various other expenses on behalf of clients ranging from Land or Probate Registry fees, court fees, experts' fees, travel costs in attending a venue away from our offices and so on. We have no obligation to make such payments unless you have provided us with the funds for that purpose. VAT is payable on certain expenses. We refer to such payments generally as 'disbursements'.
- VAT is chargeable on our fees and on disbursements in accordance with HMRC guidelines.
- We will either deliver our bill to you by post, email or facsimile. By accepting these Terms and Conditions you are therefore agreeing to accept delivery of our bill in any of these forms and we deem reasonably appropriate. If you do not wish to receive delivery of our bill by either post, email or facsimile then please advise us in writing at any time before we issue our bill to you.
- If, for any reason, the matter does not proceed to completion, we will be entitled to charge you for the work done and expenses incurred for that abortive matter. The amount we shall charge for the abortive matter will not exceed any quote given. If the matter does subsequently proceed, for example to a different buyer or seller, we will be entitled to charge the whole of the sum quoted in any fixed

fee quote in addition to any charges for abortive matters.

- If a Court hearing for any reason, including being adjourned of the Court's own motion, gets vacated or delayed, please note that you will still be responsible for Counsel's Brief fee or any other fees payable relating to the hearing and the adjournment.

Fixed Fee Basis

If the quote is on a fixed fee basis then the charge will cover meetings with you and perhaps others, preparing and working on the papers and documentation, making and receiving telephone calls e-mails faxes and text messages. It will also include the sending and receiving of letters relating to the matter.

Charges and expenses – Time Expended Basis

If the fee depends on the actual time spent then it will include time spent in meetings with you and perhaps others, reading, preparing and working on papers; making and receiving telephone calls, e-mails, faxes and text messages; preparation of any detailed costs estimates, schedules and bills; attending at court; and time necessarily spent travelling away from the office. From time to time we may arrange for some of this work to be carried out by persons not directly employed by us; such work will be charged to you at the hourly rate which would be charged if we had done the work ourselves. The hourly rates applicable to your matter are indicated in the letter which accompanies these Terms and Conditions.

Letters, e-mails and texts that we send and routine telephone calls that we make and receive are charged at one-tenth of the hourly rate. Routine letters, e-mails and texts received are charged at one-twentieth of the hourly rate. Other letters, e-mails and calls are charged on a time spent basis.

The hourly rates have to be reviewed periodically to reflect increases in overhead costs and inflation. Normally the rates are reviewed with effect from 1 November each year. If a review is carried out before this matter has been concluded, we will inform you of any variation in the rate before it takes effect. In addition to the time spent, we may take into account a number of factors including any need to carry out work outside our normal office hours, the complexity of the issues, the speed at which action has to be taken, any particular specialist expertise which the case may demand. An increase in the rates may be applied to reflect such factors. In property transactions, in the administration of estates and in matters involving a substantial financial value or benefit to a client, a charge reflecting, for example, the price of the property, the size of the estate, or the value of the financial benefit may be considered. It is not always possible to indicate how these aspects may arise but on present information we would expect

them to be sufficiently taken into account in the rates which we have quoted. Where an increase in the rates or a charge reflecting any value element is to be added we will explain this to you.

Payment arrangements

We will not accept payments by way of Near-Field Communication (NFC) facilities such as Applepay, Googlepay, Androidpay or similar. Neither will we accept Paypal bitcoin or similar payments.

Disbursements: We will not accept payments by Credit Card for payment on account, or in reimbursement, of disbursements. Disbursements are payments made by us to a third party and would include , for example, search fees, Court fees, Counsel's fees, Land Registry fees, Taxes or other parties charges and expenses.

Property Transactions: We will normally send you our bill following the exchange of contracts and payment is required on a purchase prior to completion although in complex and/or long running transactions we reserve the right to issue interim accounts; and at completion on a sale. If sufficient funds are available on completion, and we have sent you a bill, we will deduct our charges and expenses from the funds.

Administration of Estates: We will normally submit an interim bill at regular stages during the administration, starting with the obtaining of a Grant. The final account will be prepared when the Estate Accounts are ready for approval.

Other Cases or Transactions: It is normal practice to ask clients to pay interim bills and sums of money from time to time on account of the charges and expenses which are expected in the following weeks or months. We find that this helps clients in budgeting for costs as well as keeping them informed of the legal expenses which are being incurred. If such requests are not met with prompt payment, delay in the progress of a case may result. In the unlikely event of any bill or request for payment not being met, this firm must reserve the right to stop acting for you further.

Payment is due to us within 28 days of our sending you a bill. Interest will be charged on a daily basis at 4% over Lloyds Bank plc base rate from time to time from the date of the bill in cases where payment is not made within 28 days of delivery by us of the bill.

Further, in the event of late payment of our invoices, we will be entitled to the costs of recovery of our fees and disbursements.

The common law entitles us to retain any money, papers or other property belonging to you that properly come into our possession pending payment of our costs, whether or not the property is acquired in connection with the matter for which the costs were incurred. This is known as a 'general lien'. We are not entitled to sell property held under a lien but we are entitled to hold property, other than money, even if the value of it greatly exceeds the amount due to us in respect of costs.

If we are conducting litigation for you, we have additional rights in any property recovered or preserved for you whether it is in our possession or not and in respect of all costs incurred, whether billed or unbilled. We also have a right to ask the court to make a charging order in our favour for any assessed costs.

If we receive money on your behalf, we reserve the right to take our costs as and when they arise.

We do not accept payments to us in cash in excess of £500. Monies due to you from us will be paid by bank transfer or if required by you by cheque, but not in cash, and will not be made payable to a third party.

Any third party making a payment towards your costs in excess of £1,000 will be required to provide appropriate original Anti Money Laundering identification and other documentation prior to a payment being made to us.

Payments cannot be made into our bank account unless appropriate Anti Money Laundering identification and other documentation has been provided.

Payments should not be made into our bank account unless requested. Please note that as part of our Anti Money Laundering processes if we receive unsolicited payments from you or paid on your behalf we will not be able to return funds until we have completed all necessary Anti Money Laundering checks.

Other parties' charges and expenses

In some cases and transactions a client may be entitled to payment of costs by some other person. It is important that you understand that in such circumstances, the other person may not be required to pay all the charges and expenses which you incur with us. You have to pay our charges and expenses in the first place and any amounts which can be recovered will be a contribution towards them. If the other party is in receipt of legal aid no costs are likely to be recovered.

If you are successful and a court orders another party to pay some or all of your charges and expenses, interest can be claimed on them from the other party from the date of the court order. We will account to you for such interest to the extent that you have paid our charges or expenses on account, but we are entitled to the rest of that interest.

You will also be responsible for paying our charges and expenses of seeking to recover any costs that the court orders the other party to pay to you.

A client who is unsuccessful in a court case may be ordered to pay the other party's legal charges and expenses. That money would be payable in addition to our charges and expenses. Arrangements can be made in some circumstances to take out insurance to cover liability for such legal expenses. Please discuss this with us if you are interested in this possibility.

Interest payment

Any money received on your behalf will be held in our Client Account. Interest will be calculated at the rate from time to time payable on Lloyds Bank's Designated Client Accounts. We will pay you interest earned on your money in our Client Account if it amounts to £20 or more. We will also pay interest amounting to less than £20 in situations where it is equitable to do so.

Where a client obtains funds from a lender in a property transaction, we will ask the lender to arrange that the mortgage advance is received by us a working day prior to completion. This will enable us to ensure that the necessary funds are available in time for completion. You need to be aware that the lender may charge interest from the date of their forwarding the mortgage advance to us.

Equality and Diversity

The Firm has an Equality and Diversity Policy which is applied to recruitment, human resource management, client care, the specialists we use and our trade suppliers. We treat equality and diversity very seriously. Further details of our policy are available on request.

Quality Standards – Outside review of files

- The Firm is registered under the Lexcel Quality Standard of the Law Society, the Conveyancing Quality Scheme and by the Legal Aid Agency. As a result of this we are or may become subject to periodic checks by outside Assessors. This could mean that your file is selected for checking in which case your consent would be needed for the inspection to occur. All inspections are, of course, conducted in confidence.
- If you wish to withhold consent, work on your file would not be affected in any way. We will, however, assume that the withholding of consent only relates to that particular file. If you wish to withhold consent on files we subsequently open on your behalf you must specifically advise us, on each occasion, that your consent is withheld.
- Very few clients object to the outside inspection of their files and we will therefore assume that we have your consent unless you notify us to the contrary. We will also assume that, unless you indicate otherwise, consent on this occasion will extend to all future matters which we conduct on your behalf.
- If you would like further information on this, please contact the Fee Earner named in the Engagement Letter which accompanies these Terms and Conditions and indicate whether you would like your file to be marked 'not to

be inspected’.

Storage of papers and documents

After completing the work, we are entitled to keep all your papers and documents while there is money owing to us for our charges and expenses. In addition, we will keep your file of papers for you in storage for not less than six years. After that, storage is on the clear understanding that we have the right to destroy it after such period as we consider reasonable without reference to you. We may make a charge for storage if we ask you to collect your papers and you fail to do so. We will not of course destroy any documents such as wills, deeds and other securities, which you ask us to hold in safe custody. No charge will be made to you for such storage unless prior notice in writing is given to you of a charge to be made from a future date which may be specified in that notice.

If we retrieve papers or documents from storage in relation to continuing or new instructions to act in connection with your affairs, we may charge for such retrieval. Further, we may make a charge based on time spent for producing or copying stored papers or documents to you or another at your request. We may also charge for reading, correspondence or other work necessary to comply with your instructions.

Please note that even when your paper and electronic file will be destroyed, your basic details will still remain on our electronic case management system unless you give us specific instructions for these to be removed.

Financial services and insurance contracts

If, while we are acting for you, you need advice on investments, we may have to refer you to someone who is authorised by the Financial Conduct Authority, as we are not. However, as we are regulated by the Solicitors Regulation Authority, we may be able to provide certain limited investment services where these are closely linked to the legal work we are doing for you.

We are not authorised by the Financial Conduct Authority. However, we are included on the register maintained by the Financial Conduct Authority so that we can carry on insurance mediation activity, which is broadly the advising on, selling and administration of insurance contracts. Insurance mediation activities and investment services, including arrangements for complaints or redress if something goes wrong, are regulated by the Solicitors Regulation Authority. The register can be accessed via the Financial Conduct Authority website at: <http://www.fca.org.uk/>

Banking

We deposit all client funds into one client account with our bank as is normal practice for solicitors' firms. We comply with the Solicitors Accounts Rules at all times and have a separate ledger for every client. We have taken every care in choosing our bank by reference to its reputation; service and commitment to this firm. Our bank is currently Lloyds Bank plc but this may change from time to time.

Significant risks are posed by Cyber Fraud and the possible interception, by criminal gangs, of emailed correspondence. Please note that this firms' bank account details will only be submitted to you by post, fax or as a PDF attachment to an email. They will never be submitted to you in the text of an email. Please note that this firms' bank account details will not change during the course of the transaction and we would never notify you of any change via email. We will not accept responsibility for any monies transferred to an incorrect bank account as a result of you acting on the text of a fraudulent email.

We are advised by the Law Society and the Financial Conduct Authority that a maximum of £50,000 (£75,000 for deposit accounts) of each client's funds in our client account will be guaranteed should our bank fail financially. This also covers any other accounts you may hold with the same bank so that you have one guarantee of £50,000 for each bank with whom you have placed funds.

- We cannot be held liable in any way for any monies lost through the failure or insolvency of any bank.

Professional Indemnity Insurance

This Firm maintains Professional Indemnity Insurance in accordance with the regulations issued by the Solicitors Regulation Authority.

Limitation of Liability

To the maximum extent permitted by law and the rules governing the conduct of solicitors and except in the case of death or personal injury caused by the negligence of any of members, agents or staff the Firm's liability under or in connection with your instructions in this matter whether arising in contract, tort, negligence, breach of statutory duty or otherwise, shall not exceed the sum of £3,000,000 (Three million pounds sterling).

To the maximum extent permitted by Law and the rules regulating the conduct of

Solicitors the Firm shall not be liable to you in Contract, Tort, Negligence, Breach of Statutory Duty or otherwise of any nature whatsoever incurred or suffered by you for indirect or consequential loss or damage including, without limitation any economic loss or other loss of profit, business or goodwill.

Without limiting the foregoing we shall not be in breach of this agreement nor liable for delay in performing, or failure to perform, any of our obligations to you if such delay or failure result from events, circumstances or causes beyond our reasonable control including without limitation any restrictions imposed upon us during the Covid 19 Pandemic.

Termination

You may terminate your instructions to us in writing at any time but we will be entitled to keep all your papers and documents while there is money owing to us for our charges and expenses. If at any stage you do not wish us to continue doing work and/or incurring charges and expenses on your behalf, you must tell us this clearly in writing. If we are acting for you in such circumstances in a litigation matter (where legal aid has not been granted) we will ask you to sign a Notice to confirm that we are no longer acting for you. If you fail to do so, we will make a Court application to come off the Court Record and seek the costs of such an application from you. If we decide to stop acting for you, for example if you do not pay an interim bill or comply with the request for a payment on account, we will tell you the reason and give you notice in writing.

Should you ask us to conduct your case in an unreasonable manner or our duty to act in your best interests conflicts with our own interests in relating to this or a related matter, we may be entitled to stop acting for you.

The Consumer Contract (Information, Cancellation and Additional Charges) Regulations 2013 (“the Regulations”)

The Regulations may apply where you are not a business in the following circumstances:

- a) Where the contract between us is created away from our office; or
- b) Where we have not met you in person and the contract between us is created by mail or email.

If the Regulations apply to you we will send a Notice of Right to Cancel document with these Terms and Conditions. You will have a right to cancel the Contract within 14 working days (referred to as “the cancellation period”) as set out in the Notice of Right

to Cancel document. To exercise the right of cancellation you will need to complete and return the Cancellation Notice or notify us clearly of your decision to cancel by telephone, e-mail or letter to the person named in the letter which accompanies these Terms and Conditions as being responsible for your work.

However, if we start work with your consent within the cancellation period, you will be responsible for our charges for the work done until we receive notice of your decision to cancel the contract between us. Your acceptance of these terms and conditions of business will amount to your consent to start work within the cancellation period.

The Regulations require us to inform you that the work involved is likely to take more than 30 days.

Limited companies

When accepting instructions to act on behalf of a limited company, we may require a Director and/or controlling shareholder to sign a form of personal guarantee in respect of the charges and expenses of this firm. If such a request is refused, we will be entitled to stop acting and to require immediate payment of our charges on an hourly basis and expenses as set out earlier.

Tax advice

Any work that we do for you may have tax implications or necessitate the consideration of tax planning strategies. We may not be qualified to advise you on the tax implications of a transaction that you instruct us to carry out, or the likelihood of them arising. If you have any concerns in this respect, please raise them with us immediately. If we can undertake the research necessary to resolve the issue, we will do so and advise you accordingly. If we cannot, we may be able to identify a source of assistance for you.

Identity, disclosure and confidentiality requirements

We are entitled to refuse to act for you if you fail to supply appropriate proof of identity for yourself or for any principal whom you may represent. We may arrange to carry out an electronic verification of your identity if we consider that a saving of time and cost will be achieved by doing so.

Appropriate proof of identity will be a current valid Passport or photo ID Driving Licence and a utility bill for your current address or a bank statement showing your current address that is less than three months old (not a mobile phone bill). If you are unable to come into the office we can accept photocopies of these documents but only if they are certified by a solicitor. These identity requirements will, in many circumstances,

apply to you even if you have been a previous client of the Firm. Please speak to the Partner or Fee-Earner dealing with your matter if you are at all concerned about the identification requirements.

Solicitors are under a professional and legal obligation to keep the affairs of the client confidential. This obligation, however, is subject to a statutory exception. 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 disclosure. If it becomes necessary to make such a disclosure, we may not be able to inform you that it has been made, or of the reasons for it, because the law prohibits 'tipping-off'. Where the law permits us, we will tell you about any potential money laundering problem and explain what action we may need to take.

Our firm may be subject to audit or quality checks by external firms or organisations. We may also outsource work. This might be for example typing or photocopying or costings, or research and preparation to assist with your matter. Information from your file may therefore be made available in such circumstances. We will always aim to obtain a confidentiality agreement with the third party.

In order to comply with court and tribunal rules, all documentation relevant to any issues in litigation, however potentially damaging to your case, have to be preserved and may be required to be made available to the other side. This aspect of proceedings is known as 'disclosure'. Subject to this, we will not reveal confidential information about your case except as provided by these terms of business and where, for example, your opponent is ordered to pay your costs, we have to meet obligations to reveal details of the case to them and to the court.

The Retaining of Documents and Information

- Under the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 ("the 2017 Regulations") we are required to keep records of any documents and information obtained to satisfy the Customer Due Diligence Requirements contained in the 2017 Regulations as well as sufficient supporting records in respect of a transaction.
- Under the 2017 Regulations we are required to delete any personal data obtained for the purposes of the 2017 Regulations after a period of 5 years beginning on the date specified in Regulation 40(3) of the 2017 Regulations unless certain criteria are satisfied.
- One of those criteria is that the person about whom the records have been kept,

consents to our retaining that data.

- By signing and accepting these Terms and Conditions you are consenting to our retaining the data beyond the 5 year period unless you specifically confirm to us, in writing, that that consent is not given.

Data Protection

Your data is important to us . We use the information you provide primarily for the provision of legal services to you and for related purposes including: updating and enhancing client records, analysis to help us manage our practice, marketing statutory returns and legal and regulatory compliance

Our use of that information is subject to your instructions, Data Protection Act 2018, the General Data Protection Regulations and our duty of confidentiality. Please note that our work for you may require us to give information to third parties such as expert witnesses and other professional advisers. **Other third parties may also include external IT support companies, external assessors, regulatory bodies ,website hosting companies, website review organisations ,analytics companies and external providers for our marketing and PR activities, distribution and fulfilment services and other similar partners who facilitate our ongoing services to our clients..** You have a right of access under the applicable data protection legislation to the personal data that we hold about you. For further information please refer to our privacy policy www.machins.co.uk/privacy-policy

We may from time to time send you information that we think might be of interest to you including marketing information. By signing these terms you are consenting to receiving this information. If at any time you no longer wish to receive that information please notify our office in writing.

We will use all reasonable endeavours to:-

- (i) ensure that we have in place appropriate technical and organisational measures, reviewed and approved by the Customer, to protect against unauthorised or unlawful processing of your data and against accidental loss or destruction of, or damage to, your data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures , and regularly assessing and evaluating the effectiveness of the technical and organisational measures we adopt.

- (ii) ensure that all personnel who have access to and/or process your data are obliged to keep the data confidential; and
- (iii) We review all third parties prior to passing on any of your personal information and will only pass on information required to allow such third parties to provide services to us. We will not pass your details to any third party to enable them to use those details to market services for anyone other than the Firm. Whenever possible we will use providers based in the United Kingdom. We will review all providers of such services prior to passing details to them to ensure we are satisfied that they have appropriate protections in place in relation to the data. Where we are unable to identify an appropriate third party to provide such services in the United Kingdom we will conduct a review of the relevant provider and your personal details will only be transferred, processed or stored outside of the United Kingdom if we are satisfied that there are appropriate protections in place in respect of the data that they will hold.
- (iv) notify you without undue delay on becoming aware of any loss of your data or breach of security which affects your data ;
- (iv) at your written request, delete any data we hold relating to you unless required by law to retain the same; and
- (v) maintain complete and accurate records and information to demonstrate its compliance with the above

In the event of any concern regarding your data this should be addressed to our Data Protection Officer whose details are available on request.

Communication between you and us

We will aim to communicate with you by such method as you may request. We may need to virus check discs or email. Unless you withdraw consent, we will communicate with others when appropriate by e-mail or fax but we cannot be responsible for the security of correspondence and documents sent by e-mail or fax.

Where we act for two or more clients jointly it is on the clear understanding that we are authorised to act on instructions from either, both or any of them.

Terms and conditions of business

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 this firm.

Although your continuing instructions in this matter will amount to an acceptance of these Terms and Conditions of Business, it may not be possible for us to start work on

your behalf until one copy of the engagement letter which accompanies these Terms and Conditions and these Terms and Conditions have been signed and returned to us for us to keep on our file.

Your continuing instructions shall be deemed to be an acceptance of these terms and conditions, unless we hear to the contrary from you in writing.

Complaints procedure

It is our intention to deal with everything as smoothly as possible but misunderstandings or disagreements can arise. In the event of the problem including a problem concerning the Firm's bill, you have the right to complain. The firm has a written complaints procedure, a copy of which is available on request. If you wish to make a complaint you can do so by writing to the Client Care Partner, Neil O'Callaghan, at Machins Solicitors LLP, 28 Dunstable Road, Luton, Bedfordshire LU1 1DY or by e-mail at neil.ocallaghan@machins.co.uk

If at the conclusion of your complaint you are still not satisfied you can complain to the Legal Ombudsman by writing to PO Box 6167, Slough, SL1 0EH, by calling 0300 555 0333 or emailing enquiries@legalombudsman.org.uk. The Legal Ombudsman expects complaints to be made to them within one year of the date of the act or omission about which you are concerned or within one year of you realising that there was a concern. You must also refer concerns to the Legal Ombudsman within six months of our final response to you. For further information you should contact the Legal Ombudsman (telephone number 0300 555 0333) or refer to the Legal Ombudsman website at www.legalombudsman.org.uk.

If you have a complaint relating to our professional conduct, then again this should be referred to Neil O'Callaghan. If you are not satisfied with our own investigation then any further complaint should be raised with the Solicitors Regulation Authority, www.sra.org.uk, and you may write to them at the Solicitors Regulation Authority, The Cube, 199 Wharfside Street, Birmingham B1 1RN. You can also e-mail the SRA at report@sra.org.uk or call them on 0370 606 2555. The SRA can also provide you with any information needed regarding our Professional Conduct Rules and Code of Conduct.

I/we confirm I/we have read and understood, and I accept, these Terms and Conditions of Business.

Signed

Date

Name.....

[Please Print full name]

Signed

Date

Name.....

[Please Print full name]