

The Merriman Partnership Terms and Conditions and Client Information

1 Introduction

1.1 You will receive from us a letter (referred to as the "Client Care Letter") confirming the basis upon which we are accepting your instructions and incorporating reference to these Terms and Conditions. Please read both these Terms and Conditions and the Client Care Letter carefully. By signing and returning both these Terms and Conditions and the Client Care Letter you are accepting that you fully understand and agree to the contents of both of them. These Terms and Conditions may not be changed, unless agreed in writing by a partner of this firm.

1.2 Your continuing instructions in a matter will amount to your acceptance of these Terms and Conditions as clarified by any specific Client Care Letter from the date that you first instructed us in that matter.

1.3 If there is any conflict between these Terms and Conditions and the Client Care Letter the Client Care Letter will take precedence.

2. Limited Companies

When accepting instructions on behalf of a limited company we would normally require the personal undertaking of the Managing Director in respect of our charges and disbursements and, if such a request is refused, we will be entitled to stop acting and require immediate payment of our charges and disbursements.

3 People Responsible for your Matter

3.1 The Client Care Letter will confirm the people who will carry out most of the work on your matter and their charges. It will also set out the contact details of the Supervising Partner who is ultimately responsible for your matter.

3.2 We try hard to avoid changing the people who are handling your work but, if this cannot be avoided, we will let you know as soon as possible and tell you why the change is necessary.

3.3 It may sometimes be appropriate to use the specialist skills of other members of the firm. Their hourly rates may be different from the people carrying out most of the work on your matter. We will try to let you know their hourly rates before they become involved but that may not always be possible.

4 Your Responsibilities

4.1 To allow us to advise you fully, we need to have full details of the matter. You can help us by giving full clear instructions, providing all relevant documents, acting promptly and telling us about any time limits that you consider relevant.

4.2 The advice provided and any document prepared by us is based solely upon the information which you supply to us and upon current law at the time of giving the advice and preparing the document. It is your responsibility to inform us of any changes in circumstances which may affect the operation of the advice or document.

This firm does not accept responsibility for notifying you of any changes in law or legal decisions (including in relation to tax planning) which may affect the terms of the advice or document.

5 Scope of Advice

4.1 Our advice is personal and confidential to you only. If you pass any of that advice on to others or ask us to do so, that other person will not have any enforceable right against this firm under these Terms and Conditions.

5.2 We may advise you to seek advice from other professionals such as accountants or surveyors. We are not liable for any advice they give you (whether or not such advice is obtained by us as your solicitors). If you instruct us to obtain any such advice and to take action as a result of that advice, you will be responsible for our charges and expenses incurred in carrying out your instructions.

6 Charges and Expenses

6.1 We generally calculate our charges based on the hourly rates of and the time engaged by those acting on your matter. Time spent on your matter is recorded in units of six minutes, and fractional units are rounded up to the next whole unit. Our current hourly rates are £185.00 for partners; £175.00 for qualified solicitors; £165.00 for qualified legal executives and £90.00 for trainees.

6.2 We reserve the right to increase the level of the hourly rates set out in the Client Care Letter where a case or transaction is one of exceptional urgency or complexity or your instructions require that meetings take place or other work is carried out outside normal office hours.

6.3 We will periodically review our hourly rates and reserve the right to vary them at any time by written notice to you.

6.4 In property transactions, in the administration of estates and in transactions involving a substantial financial consideration or benefit to you, fees may be calculated both by reference to the time spent and also by reference to a value element. This will be assessed on the price of the property, the size of the estate or the value of the financial benefit (as the case may be). The value element reflects the importance of the transaction to you and the consequent responsibility falling on this firm.

6.5 We will also have to pay expenses on your behalf during the course of most matters (such as experts' fees, court fees, travel costs, company searches and photocopying costs). These will be shown separately on our invoices. Unless you ask us to do so, we will not usually check with you before paying expenses on routine items. If we have to pay non-routine expenses, we will usually ask you first. You will have to repay us for any expenses or payments we make on your behalf. We are under no obligation to effect such payments on your behalf unless you have first provided cleared funds for that purpose.

6.6 Unless zero rating or an exemption applies, we will add VAT to our charges and certain expenses we incur on your behalf at the rate which applies when the work is done.

6.7 We are authorised by the Law Society to conduct investment business in accordance with the Financial Services Act 1986. We are not authorised by the Financial Services Authority. However, we are included on the register maintained by the Financial Services Authority so we can carry on insurance mediation activity which is, broadly advising on, selling and administering insurance contracts. The Law Society regulates this part of our business, mainly with indemnity insurance in relation to conveyancing transactions and arrangements for complaints or redress if something goes wrong. The Financial Services Authority register can be accessed via the Financial Services Authority website at www.fsa.gov.uk/register. Where investment advice is required, we are able to recommend independent financial advisors.

7 Estimates of Costs

7.1 Unless stated to the contrary in the Client Care Letter, any estimate of costs given in the Client Care Letter is not intended to be fixed.

7.2 We will give you further estimates of our likely charges and expenses as the matter progresses and at least every six months.

7.3 You may ask us to set a limit on the charges and expenses to be incurred on your matter. If we have agreed to set such a limit, this will be set out in the Client Care Letter or later estimates. This means that you must pay our costs incurred up to the agreed limit without our needing to refer back to you. We will let you know if it appears that costs will exceed the agreed limit and we will not incur costs in excess of the agreed limit without first obtaining your approval.

7.4 You may also ask us to work on a "Fixed Fee" basis. If we have agreed to work on a "Fixed Fee" basis, this will clearly be set out in the Client Care Letter.

8 Interest

8.1 We will pay sums in lieu of interest on any funds which we hold for you in accordance with the Solicitors' Accounts Rules based on the interest payable on Lloyds TSB Bank Plc's Clients Call Account. Small amounts of interest (as set out in the Solicitors' Accounts Rules) will not be paid. The period for which any sums in lieu of interest will be paid will run from the date when we receive funds until the date of issue of any cheque to discharge such sums.

8.2 If you are obtaining finance from a lender for your transaction, we will ask the lender to arrange for funds to be forwarded by telegraphic transfer in advance of completion, in order to ensure that cleared funds are available. You should note that your lender might charge interest from the date that the transfer is made.

9 Invoice Arrangements

9.1 It is normal practice to ask clients to pay sums of money in advance to cover the cost of future charges and expenses. We will normally ask for the first payment in the Client Care Letter.

9.2 To help you budget, we may send you regular interim invoices for charges and expenses. We are entitled to offset any funds held against those invoices in accordance with the Solicitors' Accounts Rules and ask you to provide us with further payments on account.

9.3 In relation to estate matters (and without limiting paragraph 8.2 above), to the extent that any sums received by us into the estate on behalf of executors are not required for payment of liabilities of the estate having priority in law to our own charges and expenses and have not been specifically allocated for payment of the other outgoings, those sums will be treated as available for payment of our invoices within 48 hours after the invoices have been rendered.

9.4 Payment is due to us as soon as you receive our invoice. If you do not pay an invoice (in whole or in part) within 28 days of the date of the invoice, we may charge you interest on the amount outstanding from the date of invoice until payment. Interest and compensation will be payable pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 or where that does not apply, at the rate of interest on judgment debts applicable at the time. The current rate is 8 per cent per annum from the date of the invoice until payment.

9.5 Please note that although it may be the case that some other person agrees or is ordered to pay our costs, you will remain personally responsible for paying our costs and expenses as and when they become due. We will not usually allow delays in payment of our charges and expenses because someone else has agreed to or is under an obligation to pay them.

9.6 If you have any query about an invoice, you should contact us straight away.

9.7 After 30 days, we may begin legal proceedings against you for payment. In all such cases, you will be responsible for the payment of all further charges and expenses incurred in those proceedings, even if the claim is for less than £5,000.

9.8 We may, at our discretion, accept payment by credit card. If we do, then it is on the basis that you will be charged a handling fee equal to 2% of the value of the invoice (including VAT and any surcharge).

10 Copyright

We own the copyright in all documents created by us for you. You may use those documents for the particular purpose for which they were created if you have paid all costs and expenses due to us. If you wish to use them for any other purpose, you should obtain our permission to do so first.

11 Documents, storage and Archiving

11.1 Please make sure that you keep safe all letters, papers and documents which may, in any way at all, be connected to a matter.

11.2 On completion of your matter or termination of our instructions, we are entitled to keep all your papers and documents while there is money owing to us for our charges and expenses.

11.3 At the conclusion of a matter, solicitors are obliged to archive papers relating to the financial transactions of the case for at least 6 years so, when the work has been completed and the bill paid, your file will be archived electronically. The paper file will be destroyed but we will retain a record for 6 years or such longer period as shall be appropriate having regard to the nature and subject matter of your case. There will be a charge for this of either a fixed amount of which you will be notified at the commencement of the matter or up to 12 pence plus VAT per page. This charge represents the time spent by us dealing with the archiving of the file and includes the costs of electronic archiving. Most files will contain some documents that belong to you and it is therefore appropriate to seek your consent for those documents to be destroyed. By signing these Terms and Conditions, you will be giving permission for those documents to be destroyed. Original documents, such as deeds, guarantees or certificates will not be destroyed.

11.4 Although we are happy to store any original documents such as wills, guarantees or certificates and other similar documents in safe custody in our strong room, for which no charge will be made, we are no longer able to store large packets of documents, such as title deeds.

11.5 If we retrieve papers or documents from archiving in relation to continuing or new instructions to act in connection with your affairs, we may charge for such retrieval. We may also charge for reading, correspondence or other work necessary to comply with the instructions given by you or on your behalf.

11.6 If we accept any documents for storage, we are not thereby responsible for checking the accuracy of those documents or for advising on any changes in law which may affect the terms of the documents, including in relation to any tax planning arrangements.

11.7 If we are required for any reason (whether during the course of a matter or after it has terminated) compulsorily to disclose documents or to give information orally or in writing relating to a matter or your affairs pursuant to a court order, notice or demand served by an entity or person with the authority to compel such disclosure, we shall comply. We will be entitled to be paid for the costs of such compliance by you at our current hourly rates. If any documents or information are subject to legal professional privilege, we will let you know and advise you of your option to waive privilege. If you decide not to waive privilege and this is challenged, we will be entitled to be paid by you for the costs incurred endeavouring to preserve privilege on your behalf.

12 Termination and Cancellation

12.1 You may terminate your instructions to us, in writing, at any time. In some circumstances, we may consider we ought to stop acting for you. We would only do so with good reason and on reasonable notice.

12.2 If you, or we, decide to terminate our instructions, we will still be entitled to receive payment of our charges and expenses for services performed up to the date of termination.

12.3 Unless you are acting in the course of a business, you may also have a right to cancel this contract under Consumer Protection legislation. You must exercise any such right within 7 days of the date of the Client Care Letter. You may not exercise that right if the performance of our services has begun with your agreement.

13 Our Liability

13.1 Unless otherwise agreed in writing by a partner of this firm, the liability of this firm and its employees and agents (whether arising in contract, negligence or otherwise) in any matter will be limited to £2 million for any claim or series of claims arising from the same circumstances. Any consequential or indirect loss (whether or not it might have been foreseeable at the commencement of the matter) is excluded.

13.2 Where we are acting for more than one person, the limit of liability will have to be allocated among you. If this allocation is not expressly stated in the Client Care Letter, such allocation will be a matter entirely for you. If, for whatever reason, you agree no such allocation, then you will not dispute the limit of liability on the grounds that no such allocation was agreed.

13.3 Unless otherwise agreed in writing by a partner of this firm, we accept no responsibility whatsoever to any third party howsoever arising from the advice that we give to you. Any third party receiving details of our advice or any document containing such advice given to you does so at its own risk and must be informed of this clause.

13.4 Our liability to you shall also be limited to that proportion of the loss or damage (including interest and costs) suffered by you, which is ordered against us by a court of competent jurisdiction after taking account of the contribution to the relevant loss and damage of any other person responsible and/or liable to you for such loss or damage. For the purpose of assessing such contribution of any other person, no account shall be taken of any limit imposed on the amount of liability of such person by any agreement made before the loss or damage occurred.

13.5 The limitations and exclusions on liability in this section shall have no application to any liability for death or personal injury caused by our negligence or for any other liability which cannot lawfully be excluded or limited.

13.6 The Contracts (Rights of Third Parties) Act 1999 is excluded so that no third party shall be entitled to enforce any provisions of these Terms and Conditions or the Client Care Letter.

14 Confidentiality

In acting as your solicitors, our first responsibility will be to you as our client. All members of our staff treat information concerning you and your matter as confidential. We may also have responsibilities to other organisations such as the Court or Legal Services Commission, insurers in litigation matters and your mortgage lender in a property transaction if we are instructed to act for them as well. We may, therefore, have to advise you, to provide information to them.

15 Conflicts

Conflicts between your interests and those of another client may arise. If there is a conflict of interest, we might have to cease acting for you. Conflicts may arise (amongst other reasons) because we have discovered information while acting for another client which we would normally be bound to disclose to you and the disclosure of that information conflicts with our duty to that other client. If that happens we have the right to withhold that information and terminate our engagement by you. We may also cease to act in a particular matter for the other client involved. All fees and expenses and VAT up to the date of termination will be charged and become due.

16 Compliance

In order to meet our obligations under Money Laundering regulations, we may ask you to provide proof of your identity and details of your personal finances, including the beneficial ownership of assets in connection with which you have engaged us to provide legal services and details of the ultimate beneficiary of our services. We may also be required to provide such information to your insurance company, building society, bank or the Legal Services Commission or other relevant authority before we are able to carry out your instructions. We may also have to ask you to explain to us the source of any monies provided to us by you. By signing these Terms and Conditions, you will be agreeing that we may do so.

17 Cash

Our firm's policy is to accept cash only up to £500.00. If clients circumvent this policy by depositing cash direct with our bank we reserve the right to charge for any additional checks we deem necessary regarding the source of the funds.

18 Data Protection

18.1 During the time we are conducting any matter on your behalf and for as long a period as is necessary at the end of that matter, we will need to keep information about you. This information will be processed and kept securely in accordance with the Data Protection Act 1998. We may need to pass on some information about you to relevant third parties, for example other professionals concerned with your case.

18.2 If you permit us to obtain your medical records, you agree to our keeping information about your health, for example, all types of medical records and medical reports. You also agree that we can pass those records and reports to other professionals or parties concerned with your case when it is necessary, to progress your case and/or fulfill our obligations to the court.

18.3 You agree to our sending information about you to a person or organisation outside the European Economic Community if that is necessary solely for the purpose of progressing your matter. Not all recipients of such information will be under the same privacy obligations, but we will ask them to maintain confidentiality.

18.4 We may also wish to contact you from time to time with information about other legal services, seminars or legal information which we think may be of interest to you.

19 SOCA

We are legally obliged to report directly to the Serious Organised Crime Agency ("SOCA") without prior reference to you or your representatives if, during the course of acting for you, we become suspicious of money laundering. By law, your right to confidentiality and your professional legal privilege is waived to the extent of any report made, document provided or information disclosed to SOCA.

20 Auditing

We are currently audited by a number of organisations, which monitor standards of performance including the Law Society; we have a duty of confidentiality to you and, therefore, need your permission for your files to be inspected by these organisations. By signing these Terms and Conditions, you will be giving us this permission. In turn, these organisations will keep your information confidential. If you refuse to give us this permission, it will not affect our handling of your case or the standard of our work. You may withdraw any permission granted at any time without having to give us a reason.

21 Email

21.1 Email is a useful way of communicating with our clients and third parties and we try to encourage its use. However, emails are carried by the Internet, which is a potentially insecure channel of communication. In sending an email, one has no control over the route of the message. Unlike sending a fax, there is no way of knowing whether an email has been delivered or not. There is a risk that communications may be contaminated by computer viruses, although we will do our best to prevent contamination by computer viruses through the use of anti-virus software. If we email you, or other parties involved, in any transaction, someone not involved in the transaction could access the message. While we will keep the affairs of our clients confidential, the use of emails raises a risk of confidentiality being compromised.

21.2 We believe that the benefits of email outweigh these factors in most circumstances. You must inform us if you do not wish us to use email or if you wish to impose any limitations on our use of email.

21.3 Incoming e-mails are treated in the same way as incoming letters.

22 Complaints

If you are unhappy about any aspect of the service you have received, or about the bill, you are entitled to complain. Please direct any complaint to the lawyer responsible for your matter, or if you prefer, the Senior Partner. If you are not satisfied with our handling of the complaint you may also have a right to ask the Legal Complaints Service at Victoria Court, 8 Dormer Place, Leamington Spa, Warwickshire, CV32 5AE (or in future the Office of Legal Complaints), to consider the complaint. You may also have the right to apply to the court for an assessment of a bill under Part III of the Solicitors Act 1974. Please note that if all or part of a bill remains unpaid we may be entitled to charge interest.

23 Governing Law

Our relationship with you will be governed by English law and will be subject to the exclusive jurisdiction of the English courts.

24 Acceptances of 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 them has been returned to us to keep on your file.

I confirm I have read and understood and accept these terms and conditions of business.

Signed _____

Dated _____