

Terms of Business

Dixon Stewart is the trading name of Dixon Stewart LLP which is a limited liability partnership registered in England and Wales under registration number OC404078. The registered office is 72 Station Road, New Milton, Hampshire, BH25 6LF.

Dixon Stewart LLP is authorised and regulated by the Solicitors' Regulation Authority under Solicitors' Regulation Authority number 627929.

1. Our Aim

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

2. Hours of Business

The normal hours of opening at our offices are between 9:00am and 5:15pm on weekdays. Messages can be left on the answerphone outside those hours, and appointments can be arranged at other times when it is essential.

3. People Responsible for Your Work

The person responsible for dealing with your work will be a Fee Earner who is assisted by their Secretary who may be able to deal with your queries and who will be pleased to take any message for you. 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 change and why it may be necessary.

The member of the partnership with overall responsibility for work done in this department is Helen Stewart.

4. Charges and Expenses

Our charges are generally calculated by reference to the time actually spent by the solicitors, chartered legal executives, conveyancing executives and others in respect of any work which they undertake on your behalf. This may include 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.

Routine 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. Other letters, e-mails and calls are charged on a time spent basis.

The current hourly rate we will charge is set out in our introductory letter to you. We will add VAT to these at the rate that applies when the work is done.

Hourly and fixed rates are reviewed periodically to reflect increases in overhead costs and inflation. Normally the rates are reviewed with effect from 1 January 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 will be considered. Where an increase in the rates or a charge reflecting any value element is to be added we will explain this to you.

Solicitors have to pay out various other expenses on behalf of clients including Stamp Duty Land Tax, HM Land Registry or Probate Registry fees, court fees and experts' fees. 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'.

If, for any reason, this matter does not proceed to completion, we will be entitled to charge you for work done and expenses incurred.

Where relevant a fixed fee for the work may be charged if we have agreed beforehand to carry out the work for that fee.

You have the right to object to a bill we have raised in a non-litigious matter and to apply to the court for it to assess the bill.

5. Probate Charges Where the Firm are Executors in our Will

Where the members of Dixon Stewart LLP are appointed as executors of a deceased person's will the firm's charges will be fair and reasonable, and they will depend upon the circumstances arising at the time. The charges consist of two elements.

The first element is calculated by reference to the time actually spent by the person dealing with the work on behalf of your estate which is charged at our hourly rate as mentioned above.

The second element is calculated by reference to the value of the estate. The value element in relation to any land or properties you own shall not exceed 0.5% of the pre-tax value. The value element in relation to any other assets shall not exceed 1% of the pre-tax value. Any executors acting with us, along with the residuary beneficiaries, will always be advised of the charges at the start of the administration of your estate.

If making a will, you need not appoint the members of Dixon Stewart LLP to act as executors of your will; however if you decide to appoint the firm then you should be aware that the will shall include provision for us to make a charge for providing executor services after your death. This does not affect the charges that are being made for the preparation of the will itself.

6. Payment Arrangements

Property transactions

We will normally send you our bill prior to completion. 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. We will submit our first bill when the grant of representation is received and we will submit further bills quarterly thereafter. The final account will be prepared when estate accounts are ready for approval.

Other Cases or Transactions

It is normal practice to ask clients to pay interim monthly or quarterly 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 the judgment rate (currently 8%) from the date of the bill in cases where payment is not made within 28 days of delivery by us of the bill.

Generally

We are entitled to retain any money, papers or other property belonging to you which 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.

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

7. Interest Payment

Any money received on your behalf will be held on our behalf in our client account subject to the minimum amounts and periods of time set out in our written policy (which can be inspected on request). Interest will be calculated and paid to you at the rate from time to time payable on Barclays Bank's designated client accounts. The period for which interest will be paid will normally run from the dates on which funds are cleared in our account until the dates of payment from our client account.

Where a client obtains borrowing from a lender in a property transaction, we will ask the lender to send the sums one working day before completion. A charge may be made to you by the lender for sending funds to us. 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 they send the payment to us.

8. Storage of 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 one year. After that, storage is on the clear understanding that we have the right to destroy it after such period as we consider reasonable or to make a charge for storage if we ask you to collect your papers and you fail to do so.

We will of course not 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, then we may make a charge for such retrieval. We may also charge for reading, correspondence or other work necessary to comply with your instructions and for photocopying documents at your request.

9. Financial Services and Insurance Contracts

We are not authorised by the Financial Services Authority. However, we are included on the register maintained by the Financial Services Authority. The register can be accessed via the Financial Services Authority website at www.fsa.gov.uk/register.

If we are acting for you and you need advice on investments we may have to refer you to someone who is authorised by the Financial Services Authority. 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.

10. Termination

You may terminate your instructions to us in writing at any time, but we will be entitled to retain 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 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.

Under the Consumer Protection (Distance Selling) Regulations 2000 for some non-business instructions you may have the right to withdraw without charge within seven working days of the date on which you asked us to act for you. However, if we start work with your consent within that period, you lose that right to withdraw. Your acceptance of these terms of business will amount to such a consent. If you seek to withdraw instructions, you should give notice by telephone, e-mail or letter to the person named in these terms of business as being responsible for your work. The Regulations require us to inform you that the work involved is likely to take more than 30 days.

11. 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.

12. Tax Advice

Any work that we do for you may involve 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.

Unless specifically confirmed by us in writing the services which we provide to you will not include advice on corporate or personal tax, advice relating to accounting or any detailed pensions or insurance advice.

13. 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. Satisfactory proof of identity can be as follows:

Name: a valid UK or EU passport, armed forces ID card, UK or EU driving licence or signed employee's ID card bearing your photograph and signature; and

Address: a utility bill, council tax demand, bank, mortgage or credit card statement or notice of tax coding dated within the last 3 months.

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. The cost of any such search will be charged to you. If the amount is in excess of £10 including VAT, we will seek your prior agreement.

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, while we are acting for you, 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. Files which are publicly funded may be audited by organisations appointed for specialist quality compliance.

Our firm may be subject to audit or quality checks by external organisations and our regulatory body of the Solicitors’ Regulations Authority. 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.

In a conveyancing transaction we may also be acting for your proposed lender. We have a duty to fully reveal to your lender all relevant facts about the purchase and mortgage. This includes any differences between your mortgage application and information we receive during the transaction and any cash back payments or discount schemes that a seller is giving you.

14. Data Protection Privacy Notice

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
- Statutory returns
- Legal and regulatory compliance

15. Communication Between You and Us

Our aim is to offer all our clients an efficient and effective service at all times. Our clients and our staff are of first importance to us. We hope that you will be pleased with the work we do for you. 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.

The General Data Protection Regulation (GDPR) (EU) 2016/679 requires us to advise you that your particulars are held on our database. We may, from time to time, use these details to send you information which we think might be of interest to you.

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.

16. Banking Security

To ensure that your and our bank details are secure we will exchange bank details with you in writing or in person once we have verified your identity, but for security reasons will not accept bank details from you by e-mail. We will only use the bank details provided by you and will only change your bank details upon your written authority, or exceptionally by telephone if we are satisfied of your identity.

If in the course of the matter you receive an email or telephone call purporting to come from the firm notifying you of a change of our bank details, that email or telephone call should be ignored.

17. Complaints

If there is any aspect of our service with which you are dissatisfied, please raise your concern in the first place with the person dealing with your matter. If you still have queries or concerns, please contact our client care manager, Andrew Dixon, who will investigate the matter under our in-house complaints procedure a copy of which is available upon request.

If you remain dissatisfied with the way your complaint has been dealt with by us you have a right to complain to the Legal Ombudsman within 6 months of the date you are notified of the outcome of our complaints procedure. The Legal Ombudsman can be contacted by telephone on 0300 555 0333 and by email at: enquiries@legalombudsman.org.uk. His website is at www.legalombudsman.org.uk. If you prefer you can write to the Legal Ombudsman at PO Box 6806, Wolverhampton, WV1 9WJ.

18. Acceptance of these Terms of Business

Unless otherwise agreed, and subject to the application of the current hourly rates, these terms 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 of business, it may not be possible for us to start work on your behalf until one copy of them has been signed and returned to us for us to keep on our file.

Please complete your details in the following box(es) and sign, date and return one copy of these terms of business.

Client 1 full name: _____		
National Insurance Number: ____ ____ ____ ____ ____		Date of Birth: ____/____/____
Signature: _____		Date signed: ____/____/____

If applicable:

Client 2 full name: _____		
National Insurance Number: ____ ____ ____ ____ ____		Date of Birth: ____/____/____
Signature: _____		Date signed: ____/____/____

If applicable:

Client 3 full name: _____		
National Insurance Number: ____ ____ ____ ____ ____		Date of Birth: ____/____/____
Signature: _____		Date signed: ____/____/____

If applicable:

Client 4 full name: _____		
National Insurance Number: ____ ____ ____ ____ ____		Date of Birth: ____/____/____
Signature: _____		Date signed: ____/____/____