

SERVICE PLAN and TERMS OF BUSINESS

INTRODUCTION

DEAR CLIENT,

The purpose of this document is to make clear the service which we aim to offer. This is an important document which you may wish to print and keep in a safe place for future reference.

The information given is in general terms. The specific details relevant to you and your matter are contained in the first letter sent to you. The two documents must be read together.

SERVICE

INSTRUCTIONS

The work that we have been instructed to undertake on your behalf is set out in the 'Instructions' section of the first letter. This is the work to which these Terms accordingly apply. If we are instructed to undertake further work, we would need to make additional charges. An estimate of what these are likely to be would be provided.

CONTACTING US

The normal hours of opening are between 9.00am and 5.00pm Monday to Friday. In some circumstances, appointments can be made outside these hours by prior arrangement.

DAY TO DAY CONTACT

The person in the firm having day to day conduct of your matter is shown in the 'Person Dealing' section of the first letter. Where a specific secretary will be involved, their name is also shown. If they are unable to help you, they will be pleased to take a message.

SUPERVISION

The person with ultimate responsibility for your matter, including supervision, is shown in the 'Supervisor Responsible' section of the first letter.

TRANSFER

Should it become necessary at any stage to transfer the day to day conduct or overall supervision of your matter to another person within the firm, we will notify you of the change together with the reason for it.

COMPLAINTS

We are authorised and regulated by the Solicitors Regulation Authority (SRA). We are committed to high quality legal advice and client care and aim to offer all our clients an efficient and effective service, and are confident that we will do so in your matter. If at any time you are unhappy about any aspect of the service, including the level of your bill, please speak to the person dealing with your matter. If they are not able to address your concerns to your satisfaction or, if you prefer not to speak them, please contact the supervisor responsible or Robin Phoenix, the Director responsible for complaints, on 01254 274000, robin.phoenix@roebuckslaw.co.uk or by post to Roebucks Solicitors, 12 Richmond Terrace, Blackburn BB1 7BG. We have a procedure in place which details how we handle complaints and this will be immediately sent to you. If you would like to see a copy of our complaints procedure at any other time, please let us know and we will arrange for a copy of our complaints procedure to be sent to you.

We have eight weeks to consider your complaint. If for any reason we are unable to resolve the problem between us within that timescale, then you may ask the Legal Ombudsman to consider the complaint. The Legal Ombudsman may be contacted at PO Box 6806, Wolverhampton WV1 9WJ, telephone 0300 555 0333 or www.legalombudsman.org.uk. Please be aware that any complaint to the Legal Ombudsman must usually be made within six months of your having received a final written response from us about your complaint. Complaints to the Legal Ombudsman must usually be made within six years of the act or omission occurring, or within three years from when you should have known about or become aware that there were grounds for complaint. However, the Legal Ombudsman will not accept complaints where the act or date of awareness was before the 6th October 2010.

CONFIDENTIALITY

We owe you a duty of confidentiality in respect of information relating to you which we obtain during the course of our retainer. All such information will be regarded as, and kept confidential at all times unless you instruct us to disclose information or except in the circumstances set out below.

Our duty of confidentiality to you is subject to any disclosures we are required to make in good faith to the police, governmental, regulatory or supervisory authorities in relation to any statutory or regulatory obligations. In particular, we are required, without your knowledge or consent, to report any awareness or suspicion of money laundering in relation to the proceeds of any crime.

Occasionally, our files may need to be examined by external auditors (for quality purposes) or our external advisers (who assist the firm in maintaining quality and risk). In particular, our files may need to be assessed for quality purposes by the SRA, a Lexcel assessor and, if the matter is publicly funded, the Legal Aid Agency. Your file may be one of a sample which is to be assessed. These external firms or organisations are required to maintain confidentiality in relation to your files.

Our duty of confidentiality does not apply to a disclosure we make to our insurers pursuant to the terms of our professional indemnity insurance policy. In the event of a claim, complaint or the notification of a circumstance which may give rise to a loss or claim, we are obliged to make a notification to our insurers and this may necessarily result in your file being disclosed to our brokers or insurers. By entering into this retainer agreement with us you are expressly consenting to such disclosure.

PROVISION OF SERVICE REGULATIONS 2009

We comply with the above regulation. A full hard copy of our Professional Indemnity Insurance is maintained in each of our offices and is available for inspection. The amount of our insurance is £10,000,000.00 and our liability is limited to this amount.

EQUALITY & DIVERSITY

We are committed to promoting equality and diversity in all of our dealings with clients, third parties and employees. Please contact us if you would like a copy of our equality and diversity policy.

MONEY LAUNDERING

Notification

Solicitors who deal with money and property on behalf of their client can be used by criminals wanting to launder money.

Under the provisions of our statutory obligations (in particular with regard to our obligations under the Money Laundering Regulations 2007), we are under a strict duty to report any circumstances where we know or suspect that a client or matter is involved in money laundering or terrorist financing, to the National Crime Agency. Under these circumstances, we may be precluded from informing you of the disclosure or seeking your consent. If we make a disclosure, we may also have to stop working on your matter for a period of time and may not be able to tell you why.

DATA PROTECTION

We are registered under the Data Protection Act 1998 and will deal with data held in accordance with our obligations under the Act.

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 firm
- statutory returns
- legal and regulatory compliance

Our use of that information is subject to your instructions, the Data Protection Act 1998 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. You have a right of access under data protection legislation to the personal data that we hold about you.

We may from time to time send you information which we think might be of interest to you. If you do not wish to receive that information please notify us in writing.

INVESTMENT

Sometimes the work we are likely to carry out for you can involve investments. We are not authorised by the Financial Conduct Authority (previously the Financial Services Authority) and so may refer a client to someone who is authorised to provide any necessary investment advice. However, we can provide certain limited services in relation to investments provided they are closely linked with the legal services we are providing to a client, as we are members of the Law Society of England and Wales.

The Law Society is a designated professional body for the purposes of the Financial Services and Markets Act 2000 but responsibility for regulation and complaints handling has been separated from the Law Society's representative functions. The SRA is the independent regulatory body of the Law Society and the Legal Ombudsman is the independent complaints handling body of the Law Society.

LIABILITY FOR YOUR FUNDS DEPOSITED WITH US

If you pay to us, either on account of costs and disbursements, or in order to pay to a third party such as a seller, mortgage lender, estate agent or other party, we place it in to our client account at NatWest Bank. We are not liable to you for any losses resulting from the failure of NatWest Bank.

You do however have the protection of the Financial Services Compensation Scheme. This gives you limited compensation if you lose funds invested in individual deposit-taking institutions such as NatWest Bank, up to a maximum overall limit of £85,000.00. Even if you have paid us funds relating to two or more separate transactions, the overall maximum compensation is still £85,000.00.

If you have other funds held by NatWest Bank or one of its subsidiaries or branded products either in your own name or jointly with another person or through the client account of another professional adviser, then the £85,000.00 limit applies to the aggregate of those other funds and the money held in our client account on your behalf.

In other words, no matter how many individual deposits are made by you or on your behalf in any one financial institution, you cannot receive more than £85,000.00 compensation in respect of the failure of that financial institution.

PERFORMANCE

TIMESCALE

An estimate of the initial timescale in your matter is given in the 'Timescale' section of the first letter. It will depend upon the nature of the matter as to how definite and accurate a timescale estimate can be given. Where the matter is straightforward and control of the work lies entirely in our hands, then a clear timescale estimate can be given at the outset. Where, however, the matter is complicated or lengthy (e.g. litigation) or progress is dependent upon the actions of others, then there are numerous circumstances which can make even the most careful timescale estimate turn out to be wrong. We will do our best to keep you informed of the timescale involved throughout your matter. Do please bear in mind the difficulties mentioned above. In particular, please do not make arrangements based upon a timescale estimate without first checking with us whether it is sensible and safe to do so.

ACTION TO BE TAKEN

We will discuss and agree with you the action to be taken by us in your matter at relevant points. There may also be action to be taken by you. We will explain any such action to you and indicate the time within which it should be taken.

KEEPING YOU INFORMED

We will communicate regularly with you about your matter and will send copy correspondence to you for your information (unless you have instructed us not to do so). We will advise you of any significant delays and the reason(s) for them, and will indicate at each stage when and how we are next likely to be in touch with you.

CHECKING DOCUMENTATION

If your matter involves the preparation of any statements and/or documents on your behalf, we will check them with you before the final version is produced. Similarly, if we receive any statements or documents in your matter from another party, we will explain them to you and check the contents with you.

ENQUIRIES

Hopefully, you will always know what is happening on your matter. However, if you do have queries about the up-to-date position or future progress, do please contact us and we will let you have an answer either immediately or within a reasonable time. The one point which we would ask you to bear in mind is that our time is your money. Therefore, in your own financial interest, unnecessary or lengthy phone calls, emails or letters should be avoided.

INTEREST

Any monies received on your behalf will be held in our Client Account in accordance with the SRA Accounts Rules 2011. Monies held will attract gross interest. You may be eligible to be paid interest but the firm reserves the right to retain interest of sums less than £20. Interest will be calculated at the rate payable on the firms NatWest Client Account.

OUR METHODS OF CHARGING

LEGAL AID

We have a Civil and Criminal Contract with the Legal Aid Agency to provide publicly funded services. Where a client is eligible for such services, this will be discussed with you in the initial consultation and confirmation of such arrangements and obligations are confirmed in the first letter.

PRIVATE CLIENTS

General

Except where we agree a fixed fee, our charges are based on the time we spend dealing with a case. Time spent on your matter will include meetings with you and perhaps others; any time spent travelling, considering, preparing and working on papers, correspondence and making and receiving telephone calls and emails. We will charge you the time that is spent engaged on your matter and you will be advised in writing of our hourly rate. Routine letters that we write, and routine telephone calls that we make and receive will be charged as units of one tenth of an hour. Routine letters and emails received may be charged as units of one twentieth of an hour. Other letters and telephone calls will be charged on a time basis. If your instructions mean we have to work outside normal office hours we do reserve the right to increase the level of hourly rate and you would be notified in writing of any increase in that rate. Should the hourly rate be reviewed we would notify you in writing of any increase. In addition to the time spent we may take into account a number of factors which include the complexity of the issues, the speed at which action must be taken, the expertise or specialist knowledge that the case requires and, if appropriate, the value of the property or subject matter involved. On the basis of the information currently available we expect these factors to be adequately covered by the hourly rate set out above. The rates may be higher if, for example, the matter becomes more complex than expected; we will notify you of this. The amount of our costs which you will have to pay may be greater than the amount you can recover from another party to the case. We will add V.A.T. to our charge at the rate which applies when the work is done. The current V.A.T rate is 20%.

Basis of Charging

The charges that we will make in this matter cover the work that we have been instructed to undertake as shown in the 'Instructions' section of the first letter. If we are instructed to undertake further work we would need to make additional charges. An estimate of what these are likely to be will be provided. Our charges will be calculated by reference to the time spent by legal and executive staff dealing with your matter and are subject to V.A.T. which will be added to the bill.

Billing Arrangements

We may send you interim bills at appropriate stages for our charges and expenses whilst the work is in progress. We will send a final bill after completion of the work. Payment is due to us within 14 days of our sending you a bill. If all or part of the bill remains unpaid we will charge you interest on the unpaid element of the bill at the rate payable on judgment debts from 28 days from the date of the bill. Interest will be charged on a daily basis. If you have a query about our bill you should contact us straight away.

Please bear in mind OUR TIME IS YOUR MONEY. Therefore whatever you can do to reduce our time involvement will save you money. For our part we will try to work as efficiently and effectively as possible. For example, we will not send unnecessary letters nor make unnecessary phone calls. HELP US TO HELP YOU.

Estimated Costs

In a matter where the charges for the work instructed are variable an estimate or series of estimates of the anticipated total charges will be given. You can at any time set a limit for costs to be incurred. We will inform you of any unforeseen additional work which becomes necessary, for example, due to unexpected difficulties or if your requirements or the circumstances significantly change during the course of the matter. We will also inform you of its estimated cost in writing before any extra charges and expenses are incurred. If for any reason this matter does not proceed to completion we will charge you for work done and expenses incurred. You may set a limit on the charges and expenses incurred. This means that you must pay those incurred up to the agreed limit without our needing to refer back to you. We will inform you as soon as it appears that the limit may be exceeded and we will not exceed the limit without first obtaining your consent. It is normal practice to ask clients to pay sums of money from time to time on account of the charges and expenses which are expected in the following weeks or months. This helps to avoid delay in the progress of their case. We have asked you by separate letter to let us have money on account of our charges and to enable payment of expenses before we start work on your matter. We may request further payments on account for charges and expenses to be incurred as the matter progresses. When we put these payments towards your bill we will send you a receipted bill. We will offset any such payments against your final bill, but it is important that you understand that your total charges and expenses may be greater than any advanced payment.

Disbursements (i.e. money paid out by us on your behalf)

Disbursements are payable in addition to the costs plus V.A.T. The disbursements which we anticipate incurring on your matter are listed in the Disbursement section of the first letter. If it becomes apparent that additional disbursements will be involved we will let you know. We will require you to pay us in advance sufficient money to cover disbursements before we will pay them out on your behalf. If you fail to pay disbursements as requested, a delay may incur. If you are involved in a Court case we may have your costs assessed. We may use a Costs Draftsman to prepare the Bill of Costs. If this is the case, we will charge you for this service and we will seek, in appropriate cases, to recover the costs of this service from your opponent. If your opponent is unable to pay this cost then you may be personally responsible for its payment.

Payment arrangements

The method of payment agreed with you is set out in the 'Payment Arrangements' section of the first letter.

Abortive matters

If your matter does not proceed for whatever reason, a bill is delivered in respect of the work that has already been completed. V.A.T. is payable on that amount and you are also billed for any disbursements incurred. Depending upon the amount of work done, this may be a small proportion of the estimated charges or it may be almost the full amount.

Non-payment and ceasing to act

If a required payment on account is not made or a bill is not settled in accordance with these Terms or a monthly payment arrangement is not maintained, you will understand that we must reserve the right to decline to act any further for you. In some circumstances we may consider we ought to stop acting for you, for example if you cannot give clear or proper instructions on how we are to proceed, or if it is clear that you have lost confidence in how we are carrying out your work. We must give you reasonable notice that we will stop acting for you. The full amount of work done up to that date will be charged to you. Please note, in particular, that in a Magistrates' Court matter, non-payment will mean that we will not be able to appear in Court to represent you.

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 whilst there is money owing to us for our charges and expenses.

Order for costs

You are personally responsible for payment of our Bill of Costs regardless of any Order for Costs made against your opponent. It is important for you to understand this point, particularly in a situation where the opponent is financially unable to pay the Order for Costs, or can only pay over a period of time. Even if you are successful, it is unlikely that the other party will be ordered to pay all your charges and expenses and these may not be recovered from them in full. If this does happen, you will have to pay the balance of our charges and expenses. If the other party is Legally Aided you may not get back any of your charges and expenses even if you win the case. If you are successful and the Court orders the other 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 the charges and expenses of seeking to recover any charges and expenses that the Court orders the other party to pay. In some circumstances, if for example you lose the case, the Court may order you to pay the other party's legal charges and expenses which would then be payable in addition to our charges and expenses. We have discussed with you whether our charges and expenses and your liability for another party's charges and expenses may be covered by insurance and if not whether it would be advisable for you to have insurance to meet the other party's charges and expenses.

Payment by a third party

You may be covered by Legal Costs Insurance so that our charges will be paid from this source in any event. Any terms and conditions of the Legal Costs Insurance need to be considered and observed to ensure that our charges are covered.

Your opponent may have insurance cover so that in the event of an agreed settlement or a court judgement in your favour, our charges will be paid by the insurance company.

Billing Issues

Please be aware that you are entitled to complain about your bill. There may also be a right for you to object to the bill by making a complaint to the Legal Ombudsman and/or by applying to the Court for an assessment of the bill under Part III of the Solicitors Act 1974. The Legal Ombudsman may not be able to deal with a complaint about a bill if you have applied to the Court for assessment of that bill.

CONCLUSION OF THE MATTER

STORAGE OF PAPERS AND DOCUMENTS

At the end of the matter, we will be entitled to keep all your papers and documents while there is money owing to us for fees and expenses. We will keep our file of papers for up to 6 years, except for any of your papers which you ask to be returned to you. We keep files on the understanding that we have the authority to destroy them 6 years after the date of the final bill. We will not destroy documents you ask us to deposit in safe custody such as Deeds or Wills. There are certain documents which we are required to store for longer periods or indefinitely. If we retrieve papers or documents from storage in relation to continuing or new instructions to act in connection with your affairs, we will not normally charge you for such retrieval. However, we may make a charge based on time spent producing stored documents or papers to you or another or making copies of any documents at your request. We may also charge for reading correspondence or other work necessary to comply with the instructions given by you, or on your behalf. Our charges would be based on our hourly rate applicable at the given time and we would always discuss this with you beforehand.

CONCLUSION

Unless otherwise agreed these terms of business apply to any future instruction you give us. Your continuing instructions in this matter will amount to your acceptance of these terms and conditions of business. Even so we ask you to please sign the Acceptance Form attached to the first letter and return it to us promptly. We can then be confident that you understand the basis upon which we will act for you.

We hope that we have addressed your immediate queries about the day to day handling of your work and our terms of business with you.