

CLIENT(S)

Client Name(s):

Contact Address:

Tel No:

Email:

PROPERTY

Address of Property to be Refinanced:

FINANCIAL

Current Mortgage/Loan Provider(s):

Current Mortgage/Loan Account No(s):

Current Balance(s): £

New Mortgage/Loan Provider:

Amount Applied for:

Mortgage Advisors Name & Tel No:

COSTS (Tick One)

£450 - Capital Raising	All inclusive: Standard Legal Fee, VAT, Search Indemnity Policy (if permitted), HMLR Title Deeds, Official Searches, Bankruptcy Searches, Land Registration Fee (one Bank Charge for remortgages only). An additional £75+VAT will apply to Shared Equity/ Ownership matters.
£490 - Remortgage	Please confirm that you have attached a £50 CHEQUE (payable to 'Avery Knights Solicitors Ltd') to cover the cost of disbursements. This will be deducted from the total fee quoted.

DECLARATION

I confirm that my instructions as set out herein; authorise you to disclose information to relevant parties relating to the completion of this matter; will inform you as to any material changes in my circumstances during the transaction; authorise you to sign any documentation on my behalf upon first obtaining my verbal instructions; authorise you to apply for all/any searches required promptly; authorise you to settle my invoices upon completion (if applicable); authorise you to obtain my title deeds to the property; authorise you to obtain a redemption statement for each secured charge on my property; authorise you to obtain a copy of my valuation/survey report; confirm that that you may accept instructions from either one of us and that either one of us can act as an agent for the other; confirm that that I have read, understood and accepted the Standard Terms & Conditions of Business which have been provided.

SIGNATURE(S):**PRINT FULL NAME(S):****DATE:**

STANDARD TERMS & CONDITIONS OF BUSINESS (v12.2)

Our Aim & Commitment to You: We aim to offer our clients quality legal advice with a personal service at a fair cost. The following statement sets out the basis on which we will provide our professional services. Represent your interests and keep your business confidential. Explain to you the legal work that may be required and the prospects of a successful outcome. Make sure that you understand the likely degree of financial risk that you will be taking on. Advise you if legal aid may be available to you. Keep you regularly informed of progress or, if there is none, when you are next likely to hear from us. Try to avoid using technical legal language when writing to you. Deal with your queries promptly, for example, we will always try to return your telephone calls on the same day.

Business Hours: The normal hours of opening at our offices are between 9:30am and 5:30pm on weekdays. Messages can be left on the answer phone outside those hours and appointments can be arranged at other times when this is essential.

People Responsible for Your Work: The Fee Earner responsible for dealing with your work and their assistant will be stated in your Client Care Letter.

Communication between You & Us: Our aim is to offer all our clients an efficient and effective service at all times. We hope that you will be pleased with the work we do for you. However, should there be any aspect of our service with which you are unhappy about, please raise your concern in the first place with the Fee Earner responsible for your matter. If you still have queries or concerns, please contact Mr Bob Klair of our Head Office on 08454586291 who is the Practice Manager of the Company. We will aim to communicate with you by such a method as you may request. We may need to virus-check disks or email. Unless you withdraw consent, we will communicate with others when appropriate by email or fax but we cannot be responsible for the security of correspondence and documents sent by email or fax. The Data Protection Act 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 that we think might be of interest to you.

Charges & Expenses: We do not provide Legal Aid. Our charges will be calculated mainly by reference to the time actually spent by the solicitors and other staff in respect of any work that they do on your behalf. This will include meetings with you and perhaps others, reading and working on papers, correspondence, preparation of any detailed costs calculations, and time spent travelling away from the office when this is necessary. Routine letters are charged at six minute units per letter sent and three-minute units per letter received. We charge for time spent on making/receiving telephone calls at six-minute units per call. The current hourly rates are set out below. We will add VAT to these at the rate that applies when the work is done.

Partners and Consultants	£250.00
Solicitors	£200.00
Trainee Solicitors	£150.00
Junior Executives	£100.00

These hourly rates have to be reviewed periodically to reflect increases in overhead costs and inflation. Normally the rates are reviewed with effect from 30 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. Where a quotation (i.e. Fixed Legal Fee) for the work is given it will, of course, be adhered to but you must take particular note of the parameters of the work for which the quotation has been given. In the nature of legal work, it may become necessary to do work outside the parameters of the matter as originally identified to us and such additional work will be charged in accordance with the criteria referred above. On all occasions we will contact you to obtain approval before any additional work is undertaken. 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, and the speed at which action has to be taken and any particularly specialist expertise that the case may demand. In particular, 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 that we have quoted. Where 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 ranging from Land or Probate Registry fees, court fees, experts' fees, 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'. If, for any reason, this matter does not proceed to completion, we will be entitled to charge you for work done and expenses incurred.

Payment Arrangements: Payment is due to us within 14 days of our sending you a bill. Interest will be charged on a daily basis at 10 per cent over Barclays Bank Plc's base rate from time to time from the date of the bill in cases where payment is not made within 14 days of delivery by us of the bill.

Property transactions - We will normally send you our bill on completion of your matter and payments are required in full on a purchase prior to completion; and at completion on a sale or remortgage. 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 sums of money from time to time on account of the charges and expenses that are expected in the following weeks or months. We find that this helps clients in budgeting for costs as well as keeping them systematically informed of the legal expenses that 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 any further.

Other Parties Charges & 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 that you incur with us. You have to pay our charges and expenses in the first place and any amounts that 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, this money would be payable in addition to our charges and expenses. Arrangements can be made 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 General Client Account. Subject to certain minimum amounts and periods of time set out in the Solicitors' Accounts Rules 1998, interest will be calculated and paid to you at the rate from time to time payable on the General Client Account. The period for which interest will be paid will normally run from the date(s) on which cleared funds are received by us until the date(s) of issue of any cheque(s), BACS or telegraphic transfer(s) from our General Client Account. Interest amounting to £20 or less will not be paid out (Solicitors Accounts Rules 1998 Rule 24(3)). Where a client obtains borrowing from a lender in a property transaction, we will ask the lender to arrange that the loan cheque is received by us a minimum of five working days prior to the completion date. If the money can be telegraphically transferred, we will request that we receive it at least 2 working days before completion. This will enable us to ensure that the necessary funds are available in time for completion and to protect you from any adverse default costs. Such clients need to be aware that the lender may charge interest from the date of issue of their loan cheque or the telegraphic transfer of the payment.

Third Party Disclosure: During the course of your matter you agree to us providing/disclosing any relevant information to other parties concerned in your matter e.g. your Landlord, Mortgage Company, Surveyor etc; unless we receive written confirmation from you to do otherwise.

Termination & Abortive Charges: 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 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.

If your matter does not proceed we will charge a percentage of the legal fees (plus VAT) you would otherwise have paid, in addition to any out of pocket expenses incurred on your behalf; unless it is previously agreed in writing that your matter is subject to a 'no completion no legal fee' agreement where it is only the legal fee element that is negated. An example/guideline of abortive costs is as follows: If we have not applied for Deeds or HMLR Documents we will make a nominal charge of £100+VAT to cover administrative fees; If we have applied for Deeds, HMLR Documents or corresponded/received correspondence from your lender and/or contracts have been issued/perused you should expect to pay 50% of the estimated costs; If we have arranged for you to sign contracts and anticipated completion you will be expected to pay up to 90% of the anticipated costs.

Storage of Papers & 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 a period at the discretion of the firm. 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 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 that 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 will not normally charge for such retrieval. However we will make a charge based on time spent for producing stored papers or documents to you or another at your request at £100+VAT. We may also charge for reading, correspondence or other work necessary to comply with your instructions.

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.

Intermediary/Referral Company Instructions: The following is only applicable to clients who have provided instructions through an intermediary/referral company. In adherence with the Solicitors Code of Conduct 2007 we must inform you that a referral fee will be paid by Avery Knights Solicitors Ltd to the introduction/referral company for referral services. This is further explained in your Client Care Letter.

Money Laundering Regulations: Under the Money Laundering Act 2007 we are required to identify the client's identity and address before entering into a business relationship or transactions. This procedure requires us to carry out an Anti Money Laundering Search (AML) against each client and under the Data Protection Act we are required to notify you before we carry out this search. Please note that identification documents will be required within 2 weeks of receiving your formal instructions. We will not be able to continue with your transaction if you object to us carrying out this search against your name(s).

Furthermore we will not be held responsible for any losses suffered whatsoever as a result of delaying and/or cancelling your instructions as a result of your failure to accept our Terms and Conditions. We will validate name, address and other personal information supplied by you during the order process against appropriate third party databases. By accepting these terms and conditions you consent to such checks being made. In performing these checks personal information provided by you may be disclosed to a registered Credit Reference Agency that may keep a record of that information. You can rest assured that this is done only to confirm your identity, that a credit check is not performed and that your credit rating will be unaffected. All information provided by you will be treated securely and strictly in accordance with the Data Protection Act 1998.

Under the Money Laundering Act 2007 we are obliged to report to the concerned authorities' information that we know, suspect or have reasonable grounds for knowing or suspecting that any person is engaged in money laundering activities (including dealing in the proceeds from a criminal act).

Vatable & Non-Vatable Disbursements: All invoices are subject to Vatable Disbursements (telephone calls, faxes and photocopying) and Non Vatable Disbursements (DX Services, Recorded Delivery and Special Delivery postage); these can only be calculated prior to completion of your matter to represent a true figure.

Critical Dates: After your matter has been completed please take particular note that we cannot accept an ongoing responsibility for reminding you off or taking action in relation to critical dates in respect of matters such as rent reviews, lease renewals, exercise of options, service of notices or counter-notices within time limits or any other such matter. New and specific instructions to deal with such matters in question will be required prior to the critical date concerned and it will be your responsibility to give such instructions

IMPORTANT: Your continuing instructions in this matter will amount to your irrevocable acceptance of these Terms and Conditions of Business. Unless otherwise agreed, and subject to the application of the current hourly rates, these Terms and Conditions of Business shall apply to any future instructions given by you to this firm.

Under the Proceeds of Crime Act 2002 and Money Laundering Regulations 2007 we are under a duty to obtain proof of your Identity and proof of your Address at the start of every transaction.

PHOTO ID:

Provide **1** document from the list below:

- Valid Passport
- Valid UK Photo-Card Driving Licence
- Valid UK Armed Forces Identity Card

ADDRESS ID:

Provide **2** document(s) from the list below (and must be dated within the past 3 months):

- Bank Account Statement
- Credit Card Statement
- Savings Book
- Mortgage / Loan Statements
- Medical Card
- Council Tax Bill
- Counter-Part Driving Licence

You may attend our offices in person to produce your ID (by appointment only). Alternatively you can provide documents that have been copied and certified in the following way:

- a) They **MUST** be clear A4 Black & White Photocopies (colour or enlarged copies are not acceptable).
- b) The document(s) **MUST** be certified by either a Mortgage Advisor, Financial Advisor, Solicitor, Doctor, Chartered Accountant or Bank Manager.
- c) The person certifying the documents **MUST** complete the section below:

CERTIFIERS DECLARATION

“I certify this document as a true copy of the original and a good likeness of the person that has produced it to me“

Signature:

Full Name:

Occupation:

Tel No:

Full Address:

PLEASE STAPLE YOUR BUSINESS CARD TO THIS FACTSHEET AND STAMP EACH CERTIFIED DOCUMENT WITH YOUR COMPANY/BUSINESS STAMP

WARNING: YOU ARE RESPONSIBLE FOR ENSURING THAT YOUR ID DOCUMENTS ARE PROVIDED EXACTLY IN ACCORDANCE WITH THE ABOVE; IF THEY ARE NOT THEY WILL BE REJECTED AND YOUR MATTER PLACED ON HOLD.