

General Arrangements

As your solicitors it is our duty to use our professional skills and expertise to advance your case. We will use our professional judgement to take steps to protect your interests. This means that we will receive letters, emails and phone calls which we will be obliged to consider and respond to if it is in your interests.

We will also have to write and make telephone calls to try to advance your case. We cannot contact you for instructions every time we receive communication or we need to make an enquiry, as this will unnecessarily increase the costs of your case. We assure you that every effort will be made to keep you informed about the main developments in your case and we will contact you immediately for your instructions if anything significant or unusual occurs. We will also contact you if we receive information that affects our current views. We will seek your instructions and give you a written review on the issues at that point. You should bear in mind that as a case develops, the length of time it takes to resolve and the way in which it is progressed, is influenced not just by what we decide to do together but also how others decide to deal with your case.

If there is any new information that might affect your instructions, it is important that you tell us about it as soon as possible. It is useful to receive written confirmation of that information, either by letter or electronic means.

Conduct of Proceedings

We will not institute any legal proceedings without first obtaining your express authority, but once legal proceedings have been instituted it is important that you understand that we are entitled to take steps which are usually taken in proceedings of this nature. Apart from our duty to you, we have obligations to the Court and/or Tribunal as Officers of the Court. It is important that you respond promptly to requests for information or instructions as failure to do so could harm your case. It is also important that you abide by any advice given by counsel or us.

We shall assume that we have your authority to incur routine expenditure e.g. police and medical reports as necessary. We will, however, revert to you as regards incurring any expenditure of an unusual nature such as retaining junior and senior counsel or the services of an expert or specialist.

Money Laundering: Government Rules

We are required by the Money Laundering Regulations 2007 to verify your identity before we can act or continue to act on your behalf in connection with this matter.

You will have to produce your original passport, driving licence or other official photographic identity document and either a recent utility bill or bank statement to confirm your address, as we require a copy of each for our file. You need to do this as soon as possible otherwise we will not be able to continue to act for you.

We may have to ask you questions about the proposed source and flow of funds for your case and make such further enquiries as may be relevant to the transaction. There also are circumstances under the Money Laundering Regulations 2007 in which we are required to make a confidential report to the Serious Organised Crime Agency where we know or suspect that a criminal offence has been committed, and we may be prevented from informing you of this under the Money Laundering Regulations 2007.

Because of the provisions in the Proceeds of Crime Act 2002 and the Money Laundering Regulations 2007 our policy is that we do not accept payments in cash exceeding £600.00

Our Charging Arrangements

Our fees will normally be calculated with reference to the time spent by members of staff involved in the matter. The work may include meetings with you and others, reading and working on papers, dealing with the other party's solicitors, witnesses and counsel, and where necessary, time spent travelling away from the office. Our hourly rates for members of staff take into account the experience and knowledge of those involved and the hourly rates are reviewed and may be increased if appropriate.

We shall provide you with an estimate of our fees once we have taken your initial instructions and this estimate will be contained within our client care letter.

In addition to the cost of the time involved, we are entitled to take into account (amongst other things) the complexity, importance, urgency and difficulty of the matters involved, the number and importance of the documents involved, the skill and responsibility involved and the value of the transaction, together with its importance to the client. In certain

instances percentage uplift on our hourly rate may be appropriate. Our uplift in this case is likely to be up to 50%.

Please remember that VAT will be charged in addition to the total amount of the professional fees at the rate applicable on the date our bill/bills are delivered to you.

The hourly rate does not include expenses incurred by the firm on your behalf. These will be shown separately on your bill and will be in addition to the professional fees. Such expenses will be your responsibility. We are under no obligation to make such payments unless you have provided us with the funds to do so. We will normally ask that significant expenses such as government charges to issue court documents, counsels' or experts' fees be paid in advance at the appropriate time. A charge is not normally made for routine work of support staff or for routine postal charges for mail.

In ***litigation matters***, even when successful, you may not recover the full costs of pursuing your case. There is nearly always an element of non-recoverable costs irrespective of the outcome of legal proceedings pursued or defended on your behalf. Some courts such as the County Court, operate on scale fees that set out the amount that can be recovered for legal costs. However, we may have to charge you more than the scale fees.

If you are unsuccessful in the legal proceedings then the Court may make an order for costs against you for some or all of the costs of other parties. Those costs and expenses are in addition to our own professional fees and expenses. If you are successful in the proceedings then, in certain circumstances, even if an order for another party to pay your costs is made, that party may not be willing or able to pay you.

We expect that at the conclusion of the proceedings you will, if requested, make full payment of our costs and outlays without waiting for payment from any other party. In the event of our recovering all or part of those costs from another party we will then account to you for that money.

Legal Aid

You may be entitled to Legal Aid if you are in receipt of Job Seekers Allowance or Income Support or otherwise come within the financial limits applicable.

If you wish to avail of Legal Aid you must bring to your first appointment or at the earliest available opportunity, current documentation confirming your benefit details and/or those of your spouse/partner if they are in receipt of the relevant benefits. If you are on a low income or other benefit you may qualify to some extent for Legal Aid. Again, current payslips and benefit details must be brought to your first appointment or provided at the earliest available opportunity.

The Legal Aid rules provide for a contribution from you if your income exceeds the maximum level for free Legal Aid or assistance. If you are being assisted under the Green Form Scheme then the money is paid to this firm. If you are granted Legal Aid any contribution will be payable to the Legal Services Commission. Failure to make the payments assessed will result in assistance/Legal Aid being withdrawn and you will be responsible for all of our costs.

I am not able to accurately assess how much you may have to contribute. The Social Security Agency will make the assessment and it is important that you co-operate with them. The assessment is based on your net income, including that of your partner, how much money you/you both have in savings, the number of dependents and your outgoings. If at any time your financial circumstances change, for the better or worse, you should tell us immediately as we will have to notify the Legal Services Commission accordingly and a re-assessment of your financial position will be carried out.

The Legal Services Commission has what is called a statutory charge over any money recovered or preserved through the proceedings. This means that if you receive a financial benefit from the proceedings the Commission is entitled to be paid that sum which it will use to re-pay itself any money which has been paid out on your behalf and which may not be recovered from your opponent. The balance of the money will then be paid out to you. This means any compensation will be paid to this office and we may be required by the Commission to pay it to them.

Please note that there is usually a significant time delay between applying for and the granting of Legal Aid. The grant of Legal Aid is **not** backdated and therefore costs incurred before you are in receipt of a full Legal Aid Certificate will not be covered and will remain

your responsibility. If you cannot afford to pay for your case to progress and Green Form assistance has been used up, we will have to wait until a Legal Aid Certificate is available before we can take any further steps to **progress your case.**

How We Handle Data and Records

It may be necessary for us to retain personal data about you on our files and/or computer records. Examples can include financial information, bank details, sensitive personal data and medical records/reports. In accepting these Terms of Business you confirm that we may receive and hold confidential and/or sensitive personal data in relation to you and that, where appropriate, this may need to be disclosed to others, such as counsel/solicitor advocates, experts and other parties. If you have a concern about disclosure of any particular sensitive personal or commercial data please raise this with us at an early stage.

We will communicate with you by the most effective means, but we cannot be responsible for the security of correspondence and documents sent by fax, e-mail or other electronic means. If you have concerns about the confidentiality of any information sent by such electronic means, please let us know so we can arrange for secure transmission.

When a matter has completed we normally retain our correspondence file for a period of up to 6 years after completion. Thereafter the file will be destroyed without reference to you unless, before then, you notify us that you wish to retain some part of the file. Original documents will usually be returned to you, or the apparent owner.

Termination: Ending the Solicitor Client Relationship

You may terminate our engagement on this matter in writing at any time. You will have to pay all outstanding fees and expenses up to the date of termination. We may retain all documents, deeds and other papers until payment of all monies due to us. We may at some time consider that we ought to stop acting for you, for example, if you did not respond to any requests for information or did not abide by or accept any advice given.

You will be responsible for all the fees and expenses incurred to the date we cease to act and we may retain all documents, deeds and other papers until payment of all monies due. On the termination of the retainer we will notify

all relevant parties accordingly and if appropriate, apply to the court to come off record on your behalf.

Conflict of Interest

On occasions we may be asked to advise a client in a similar line of business. In accepting these Terms of Business you agree that we will not be precluded from acting on behalf of other clients, whether current or future, who are in a similar line of business to you either during the conduct of this matter or after our retainer has been completed, unless there is a clear conflict of interest arising from the specific work that we do for you.

Limitation of Liability

In no circumstances will we be liable to you for any loss arising out of or in connection with this engagement in contract, tort, by statute or otherwise, unless the loss is caused directly as a result of our negligence or default.

In all circumstances the potential total aggregate liability of our firm, whether for breach of contract, tort, including negligence and/or misrepresentation, breach of statutory duty (or otherwise), arising out of or in connection with our engagement, will be limited to an amount not exceeding £3,000,000.00. The potential total aggregate liability of our firm to you arising out of or in connection with our engagement will in addition be limited to the amount that could be met without recourse to the personal assets of any partner.

We shall not be liable for any indirect consequential loss or for loss arising out of any action necessary for us to take to comply with any Money Laundering Regulations 2007.

Where any loss is suffered by you for which we and any other person are jointly and severally liable, the loss recoverable by you from us shall be limited so as to be in proportion to our relative contribution to the overall fault, taking into account that other party's liability. That other party may include you, for example, in a situation of contributory negligence.

If, as a result of any exclusion or limitation of liability agreed by you with any other person the amount, which you are able to recover is reduced, then our liability to you will be reduced by an equivalent amount. We shall not be liable to any third party for any services or advice that we provide to you nor

TERMS AND CONDITIONS

shall we have any liability to you for any services or advice given by any third party whom we instruct on your behalf, for example in relation to legal, financial or other professional advice.

Jurisdiction

These Terms of Business are governed by and construed in accordance with the laws of Northern Ireland.

Concerns and Complaints

At all times we try to deliver a high quality, client focussed service. If at any time you are worried about how your case is being processed, please contact the solicitor primarily responsible for dealing with you. If you do not get a satisfactory explanation, then you may invoke our formal complaints procedure. Written details explaining the complaints procedure is available on request, but in the event that you need to complain, please **write** to the Principal setting out your concerns and he will reply as soon as practicable. We anticipate that we will be able to resolve your concerns through our internal procedures. However if we do not, our written details explains what else you may do.

Who to contact

The person specified in the Client care letter that accompanies these terms will be primarily responsible for dealing with your case. From time to time other members of staff may deal with some aspects of the work as appropriate. If it is necessary to re-allocate your work to another member of staff you will be advised accordingly.

It is important that you keep your contact details up-to-date. Please therefore notify us of changes to telephone numbers, e-mail addresses and postal addresses. Again we think as a precaution that you should follow up any telephone calls about these changes in writing.

Acceptance

We would ask you to return one signed copy of this letter/agreement as an acknowledgement that you accept these terms. In the meantime, in so far as we carry out work for you prior to receipt by us of the signed copy of this letter/agreement, or you raising particular concerns or issues about the content, the work will be deemed to be done on the basis of the terms set out above.

In the event that any of these Terms and Conditions of Business should become invalid, illegal or unenforceable then any remaining terms and clauses shall survive unaffected.

I confirm that I have read, understood and accepted these Terms and Conditions of Business.

Print name:

Signature:

Date: