
GODDARD DUNBAR AND ASSOCIATES LIMITED

CLIENT INFORMATION

AND

TERMS AND CONDITIONS

PLEASE READ THIS DOCUMENT CAREFULLY

AND RETAIN FOR YOUR INFORMATION

OUR AIM

Goddard Dunbar and Associates Limited aim to offer all our clients an efficient and cost effective service and we are confident that we will do so in the matter or matters we are handling for you. We hope you will find we are a firm of high quality committed to the continual improvement of our service to clients

OUR COMMITMENT TO YOU

We will :

Represent your interests and keep your business confidential

Explain to you the legal work which will be required

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

We are writing to provide you with confirmation of the details of your matter and our Terms and Conditions of Business. If after reading this letter you are unsure about its contents or indeed about any aspect of your matter please do not hesitate to contact us by email, telephone or letter. This letter is sent to all our clients at the outset of a new matter

TERMS AND CONDITIONS

Introduction

Goddard Dunbar & Associates Limited (**Goddard Dunbar, we, us, the firm**) will be delighted to act for you in relation to your legal matter.

We are obliged to provide clients with certain information about the way that their professional business is undertaken. Please find detailed below our standard terms and conditions, which set out the basis upon which we will carry out the work on your behalf.

We are regulated by the Council for Licensed Conveyancers (CLC) (see www.thconveyancer.org.uk for further information). Our membership number is L/511330/1. There is a lot of useful information on the CLC's website about Licensed Conveyancers and how we operate. All of our Licensed Conveyancers are admitted as Licensed Conveyancers in England and Wales and are regulated by the CLC. The firm is not authorised by the Financial Services Authority (FSA). If, while we are acting for you, you need advice on investments, we may refer you to someone who is authorised to provide the necessary advice.

We are registered for VAT with HM Revenue & Customs. Our VAT registration number is 129665385.

This document explains the basis on which all necessary work will be carried out. Whilst that does mean writing at some length, we hope the information will be useful.

In particular we refer you to sections 5, 6, 8, 9 and 17 below.

Instructions and information

We shall be entitled to assume that whoever gives us instructions to provide services has actual authority to do so and we shall be entitled to rely on any information provided to us by that person. It is vital that you provide us with all relevant information and ensure that the information you provide is complete, accurate and up to date. If the information you provide changes at any time, you must inform us as soon as possible.

Where we are instructed by a director of a company or a member of an LLP, we shall be entitled to assume that these terms and our letter of engagement have been approved by the board of directors of the company or the members of the LLP.

Where we are instructed by one or more person or entity, each person or entity will be jointly and severally liable under these terms. Each person or entity irrevocably permits us to disclose to the other persons or entities any information we receive at any time, which might otherwise be prohibited from being disclosed under our duty of confidentiality.

Unless you inform us otherwise we will assume that we may accept instructions from either joint party.

Advice and action

All clients are issued with an engagement letter which must be signed before we can advise or undertake any work on their behalf. Each individual engagement letter will vary according to the precise instruction. Some of the basic conditions are summarised below. For the complete set of terms and conditions you should refer to the letter of engagement. If you continue to instruct us after we have sent these terms and our letter of engagement to you, you shall be deemed to have accepted these terms and the terms set out in our letter of engagement.

We shall set out any preliminary advice and/or plan of action in any covering letter or supplemental correspondence.

In our initial conversations / communications, we highlighted what your objectives are, the issue involved and options available to you and what we believe is the most appropriate action.

Any work that we do for you may involve tax implications or necessitate the consideration of tax planning strategies. We are NOT qualified to advise you on the tax implications of a transaction that you instruct us to carry out. If you have any concerns in this respect please raise them with us immediately as we may be able to identify a source of assistance for you.

People responsible for your work

The details you need to know are as follows:

- 1.1 once we are instructed your matter shall be assigned to a Licensed Conveyancer of Goddard Dunbar;
- 1.2 other members of Goddard Dunbar's team that assist a Licensed Conveyancer may or may not be Licensed Conveyancers, but where they are not Licensed Conveyancers you will be informed;
- 1.3 once the matter is under way we will keep in touch with you, usually by email or telephone as it progresses;
- 1.4 we will endeavour to answer your telephone calls. However, because of work commitments, both in and out of the office during the day, your call may be dealt with by another member of the department, as that will allow your enquiry to be dealt with as promptly as possible;
- 1.5 we will endeavour to update you with regards to the progress of your case every 7 days. There will be occasions where this may not be appropriate and we may telephone to discuss matters;
- 1.6 we try to avoid changing the people you are dealing with, but if it should seem appropriate at any stage for the matter to be referred, for all purposes, to another member of the team, we will explain why that is suggested and arrange for an introduction;
- 1.7 to help us keep in touch, please let us know as soon as possible if you change your address, telephone number or e-mail so that we can keep our records up to date. We would welcome hearing from you with any change of contact details, even when the matter is finished, as that will ensure we can continue to send you information about Goddard Dunbar in the future, which we hope will continue to be of interest.

We hope this is all the information you need to ensure we are able to keep in touch with each other during this matter and in the future.

Charges, expenses, billing and funding

It is important to let you have details, at the outset, of how costs are incurred; and any liability that might arise if you do not pay these costs..

We reserve the right to make a separate handling charge for photocopying where a substantial number of photocopies are made.

Payment of our invoices must be made within 14 days of our invoice being sent to you. We reserve the right to claim interest at the rate of 4% above the Lloyds TSB Bank plc's base lending rate from time to time. Such interest shall accrue on a daily basis from the due date until the actual payment of the overdue amount.

Where our client is a business, notwithstanding the previous provisions of this paragraph, we may in the alternative claim interest at our discretion under the Late Payment of Commercial Debts (Interest) Act 1998.

As the instructing client, you are responsible for payment of our charges unless we have agreed with you in writing otherwise. This is so even if the bill is submitted to a third party, someone else has agreed to pay your costs or the matter does not proceed to completion.

Our fees and charges are payable whether or not a transaction is successfully completed. We reserve the right to decline to continue acting on your behalf or to decline to complete a transaction if payment is not made.

If you are not happy with our costs or any of our invoices, please refer to our complaints procedure, referred to further below.

We will inform you in writing if we expect to pay or receive a commission or other benefit due to your introduction to him or her or from introducing you to another with whom you do business and what that commission will be. In accepting these terms you give consent for us to pay or retain such commission or benefit

We will not open any special deposit account or account to you for any interest that accrue or ought to accrue on money received for your or on your behalf. In accepting these terms you agree in writing to this arrangement.

All mortgage lenders need specific legal work done for them in either granting or repaying a mortgage. They normally require the borrower to pay the legal fees for such work. The mortgage offer will often specify the lender's legal fees. If your mortgage lender engages us to act for it as well we will give you a written estimate of the lender's legal fees that you will have to pay.

If your mortgage lender chooses a different firm to deal with its legal work it is standard practice for the lender to require you to pay that firm's charges. These charges will be separate from those of Goddard Dunbar and you will be informed of the charges as soon as they are known.

Payment arrangements

We will normally send you our bill following the exchange of contracts and payment is required on a purchase prior to completion; and at completion on a sale. If sufficient funds are available on completion, and we have sent you a bill, we will deduct our charges and expenses from the funds.

Payment is due to us within 14 days of our sending you a bill. Interest will be charged on a daily basis at 4% over Lloyds TSB'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.

The common law entitles us 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.

We do not accept payments to us in cash in excess of £500. We also accept personal cheques banker's drafts (which take up to 5 working days to clear) and CHAPS payments. 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..

Documents & Confidentiality

It is important that you keep all documents which relate in any way to your matter safe.

After completing the work, we are entitled to keep all papers and documents while there is money owing for charges and expenses. We keep papers (except for any papers you ask to be returned to you) for no more than 6 years and keep the file (whether in paper or electronic format) on the understanding that we have the authority to destroy it (automatically and without further recourse to you) after 6 years from the date of the final bill, although documents you ask to deposit in safe custody will not, of course, be destroyed.

If it becomes necessary to retrieve papers or documents from storage in relation to continuing or new instructions to act on your behalf we would not normally charge for such retrieval. However, we will make a charge, based on time spent producing stored papers documents copies thereof to you or to another person at your request, in other circumstances. We may also charge for reading correspondence or other work necessary to comply with instructions given by you or on your behalf in this connection. Do note that we may engage third party agents to store documents on our behalf and that it can take up to 7-10 days in order to retrieve any archived documents.

Licensed Conveyancers are under a professional and legal obligation to keep the affairs of the client confidential. This obligation, however, is subject to a statutory exception, as referred to below.

Money Laundering

Following the introduction of the Terrorism Act 2000 (as amended), the Proceeds of Crime Act 2002 and the Money Laundering Regulations 2007 we are now obliged to request evidence of your identity and undertake certain other procedures to establish your credentials and the legitimacy of your instructions before acting upon them. These procedures may require us to take fuller instructions from you than previously, and may, in rare cases, introduce some small delays into your matter. We will in every case strive to keep these to a minimum. However, such is the strength of the obligation placed upon us that if satisfactory documentary evidence is not produced we may have to refuse to accept your instructions or decline to continue acting for you.

We may also have a legal obligation to report to the Serious Organised Crime Agency (SOCA) any information which comes to our attention concerning any matters covered by the money laundering legislation. If so, we may not be permitted to inform you or anyone else that we have done this. We may also be ordered by SOCA to stop the work you have instructed us to carry out. If so we would not be able to inform you or anyone else why we have stopped work.

In addition to the above our files are subject to quality control and inspection audits for compliance from any accountant or auditor duly appointed by us, the Council for Licensed Conveyancers or other law enforcement/government authority.

Apart from the above, it is and remains our policy to keep all information about the personal and business affairs of our clients confidential and to complete your instructions with all due diligence and speed. Nevertheless, we cannot accept any liability or responsibility whatsoever for any losses, expenses, liabilities, or other detriment that you might suffer or incur as a result of our compliance with these obligations. This exclusion of our liability to you is fundamental to our retainer.

Client Identification

We are required to check the identity of clients that we act for and where a party exists that has a beneficial interest in the transaction the identity of that party will need to be confirmed and we will require personal documentation to identify them that will include a current signed passport, photo-card driving licence, birth certificate or a recent utility bill and where you cannot produce the originals we require certified copies to be sent to us. The obligation imposed upon us to do this is as set out in the legislation referred to in section 6 above- particularly the Money Laundering Regulations 2007. This is important and fundamental to our retainer.

To comply with the law, we shall require sight of your current passport and/or photo driver's licence, together with a utility bill or bank statement that has been issued to your address within the last three months. We may also verify your identity via an outside agency. We reserve the right to pass onto you any fees which we incur from such verification agencies. These fees will appear on your bill under expenses, and will be limited to £10 per verification search.

If funds are to be provided by a third party (such as a relative) then we will require the same information for that person and if all the information is not received then we will be unable to process any funds received thus causing a delay.

Mortgagee/Lender

Due to money laundering regulations, we are required to verify the source of funds where monies are being provided to fund the purchase other than from an institutional lender. Our policy is to ask for evidence where your own additional funds are being provided over and above whatever amount you obtain from your mortgage lender whether this is in one transaction or in a series of transactions. To avoid any delays on exchange and completion, please provide supporting information to us now. This should be in the form of original bank statements showing a six month audit trail at the very least. If the money has originated from a sale of a house or a remortgage, please provide the completion statement from the solicitors together with the bank statement which evidences the money being deposited. If the bank account being operated is an internet only based account, we will require computer print outs which then must be verified by a bank as being true copies. If the money is from the sale of investments we will require evidence of this. If the monies are savings accumulated, we will require bank statements showing the accumulation of these funds. If monies are being provided by a third party i.e. not you, please ensure that you have disclosed this to your lender (if you have one) as otherwise this will delay your transaction. It is usual practice that all the monies for the purchase should come from your own resources and if not, you have a duty to the lender to let them know. We will require evidence for the source of funds for the third party as well as their identification on the same basis as above i.e. original identification together with original bank statements and supporting documentation. Where the funds are coming from a third party in the form of a gift or loan, unless you have disclosed it to your lender and it is referred to in the mortgage offer, we will have to make a report to the lender and receive written confirmation that we can proceed on this basis. In certain circumstances, your lender may revoke the mortgage offer and therefore it is important that you disclose the gift or loan at the earliest opportunity.

Please note that we cannot use any funds provided to us until we reach a satisfactory conclusion as to the source of the funds. This will be entirely at our discretion.

Where a client obtains borrowing from a lender in a transaction we will ask the lender to arrange that the loan funds be sent by direct funds transfer to be received by us the day prior to the completion date. This will enable us to ensure that the necessary funds are available in time for completion. Clients should be aware that the lender may charge interest from the date of issue of funds

Stamp Duty Land Tax

We will normally submit any SDLT returns electronically on your behalf; signing these Terms and Conditions is your authority for us to do so. But please note the following:

We will complete the return as accurately as we can, relying on information provided by you and information received during the course of the transaction, but you are ultimately responsible for the accuracy of the return and the information contained in it.

Although we will be acting as your "tax agent", this will not constitute an agent/principal relationship, so we will not have any corresponding liability unless we cause an error to be made on the return.

HMRC may enquire into your transaction(s) even after the issue of a certificate, for up to 9 months after the filing date. If we are required to assist with an enquiry we reserve the right to charge fees for that further work.

If such an enquiry takes place, you may be liable for any shortfall in SDLT identified by that enquiry.

Please note that we are not allowed to incur stamp duty on your behalf and recover it from you at a later date and therefore we will always ask for stamp duty in advance of it being due

Termination

You may terminate your instructions in writing at any time, but we will be entitled to keep all your papers and documents while there is money owing for charges and expenses. We may also have to provide further evidence of your identity, the fees for which you will be liable and you will be informed of these before we carry out the check.

In some circumstances, we may consider that we ought to stop acting for you, for example if you cannot give clear or proper instructions on how to proceed, or if it is clear that you have lost confidence in how the work has been carried out.

In the event that we are instructed by one or more persons or entities, we may also cease acting for each party if any joint client terminates our services or if any conflict of interest arises between the joint clients.

We may only decide to stop acting for you with good reason, for example if we do not receive instructions from you or otherwise we do not have the assistance we need to progress your case properly or if costs are not paid on time to us. We will, however, always give reasonable notice before ceasing to act so that, if possible, any problems can be dealt with and we can continue to act on your behalf.

Communication and suggestions

We are confident of providing a high quality service.

We do, of course, welcome any suggestions you might wish to make which you think could help to improve our service.

Complaints

If, at any time, you are not happy with the service you are receiving from us, do please let us know. You are valued by us and we should like the opportunity to put matters right if any problems do arise, relating to any aspect of the service we provide you, including our costs and invoices.

In the first instance, please contact the fee earner dealing with your matter and we will do what we can to resolve the problem promptly. If, however, we are not able to resolve the problem to your satisfaction you should then contact Mr J C Goddard, who is responsible for Goddard Dunbar's complaints procedure, a copy of which can be provided to you on request.

If you are not satisfied with the way in which we handled your complaint you may be able to make a complaint to the Legal Ombudsman and/or Council for licensed Conveyers (CLC) the statutory authority which regulates the work of all Licensed/Conveyancers by practice rules made under the Administration of Justice Act 1985.

The Legal Ombudsman website is www.legalombudsman.org.uk, address PO Box 15870, Birmingham B30 9EB an telephone: 0300 555033.

The Council for Licensed Conveyancers website is www.conveyancer.org.uk, address 16 Glebe Road, Chelmsford CM1 1QG and telephone 0845 459 2194

If you make a valid claim against us for a loss arising out of work for which we are legally responsible and we are unable to meet our liability in full you may be entitled to claim from the Compensation Fund administered by the Council for Licensed Conveyancers (from which details can be obtained)

The Consumer Protection (Distance Selling) Regulations 2000

If you are a private individual who has instructed the firm, other than in a face to face meeting, in relation to a non-business matter, The Consumer Protection (Distance Selling) Regulations 2000 (**2000 Regulations**) apply. Under the terms of the 2000 Regulations, you have the right to cancel your instructions to us without any cost to you within 7 working days of receipt of these terms and conditions. You can cancel your instructions by contacting us by post or by fax to this office.

However, technically under the 2000 Regulations, you cannot cancel your instructions once you have agreed that the firm should start work on your behalf. However, by signing and returning our engagement letter, you are agreeing that the firm can start work straight away before the end of the cancellation period and, if applicable, expend your funds paid on account for disbursements. Unless we have specifically advised otherwise, our retainer is likely to last more than 30 days.

The Cancellation of Contracts made in a Consumer's Home or Place of Work etc Regulations 2008

If you are a private individual who has instructed the firm in relation to a non-business matter, (a) during or following a visit by a member of the firm to your home, place of work or another individual's home or (b) during or following an excursion organised by the firm away from our offices, The Cancellation of Contracts made in a Consumer's Home or Place of Work etc Regulations 2008 (**2008 Regulations**) apply. Under the terms of the 2008 Regulations, you have the right to cancel your instructions to us without any cost to you within 7 working days of receipt of these terms and conditions.

You can cancel your instructions by contacting us by post, by fax or by email to this office, for the attention of the person names in the accompanying engagement letter. Under the 2008 Regulations, we are deemed to receive a notice of cancellation as soon as it is posted or faxed to us, or in the case of email, the date on which is sent to us. We advise that you send any notice of cancellation to us by registered post so that you retain proof of postage. A form of cancellation notice appears at the end of these terms and conditions for your use, if required. However, we will accept any notice of cancellation, whether it is in the form attached or otherwise.

If, following your written instructions, we begin work on your behalf immediately and we incur costs prior to receiving a notice of cancellation from you, cancellation will be subject to you paying for the services provided up to and including cancellation of the contract. By signing and returning our engagement letter, you are agreeing that the firm can start work straight away before the end of the cancellation period.

Professional Indemnity Insurance and limitations of liability

Our current level of insurance is two million pounds. We cap our liability at two million pounds.

We will notify you immediately, if we are prevented by circumstances beyond our control from providing services to you. If, as a result of those circumstances, we are unable to meet a deadline or complete the services by the agreed date (or not at all):

1.8 such failure will not be a breach of contract by us;

1.9 we will not be liable to you for any such failure to the extent that we have notified you of the circumstances;

1.10 we will amend any estimate completion date or deadline accordingly.

We shall not be responsible for any failure to provide services:

1.11 which fall outside the terms of our engagement (as set out or referred to in the engagement letter); or

1.12 as a result of your failure to provide us with correct and accurate information within a reasonable time period.

We shall not be liable for any indirect loss or damage (including without limitation any loss of profit or income) arising in any circumstances, whether in contract, or, negligence, for breach of statutory duty or otherwise and howsoever caused.

Nothing in these terms shall exclude or restrict our liability arising for death, personal injury, negligent or fraudulent misrepresentation or in any other circumstance where our liability cannot be excluded or restricted under any applicable law or regulation.

Data Protection Act 1988

We use the information you provide primarily for the provision of conveyancing services to you and for related purposes including:

1.13 updating and enhancing client records;

1.14 analysis to help us manage our practice statutory returns;

1.15 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 other professional bodies. You have a right of access under data protection legislation to the personal data that we hold about you.

We may sometimes ask other companies or people to carry out typing/photocopying/other work on our files to ensure this is done promptly. We always seek a confidentiality agreement with these outsourced providers. If you do not wish your file to be outsourced, please let us know as soon as possible.

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 our office in writing.

Governing law and jurisdiction

English and Welsh law governs terms of engagement and any dispute arising out of the terms will be subject to the exclusive jurisdiction of the English and Welsh courts.

As this document is important, please keep it in a safe place for future reference.

We do hope that this document usefully deals with any immediate queries about the day-to-day handling of the matter and Goddard Dunbar's terms of business. If you have any queries, please do not hesitate in contacting us.

We look forward to hearing from you and of being of service to you.

NOTICE OF RIGHT TO CANCEL

If you wish to cancel the contract you MUST DO SO IN WRITING and deliver personally or send (which may be by electronic mail) this to the person named below. You may use this form if you want to but you do not have to.

(Complete, detach and return this form IF YOU WANT TO CANCEL THE CONTRACT ONLY)

To: of Goddard Dunbar & Associates Limited of Lincoln Chambers, 34-36 Hightown, Crewe, Cheshire CW1 3BS

I / We * hereby give notice that I / we * wish to cancel my / our * contract with Goddard Dunbar & Associates Limited for the provision of services as set out in the letter of engagement dated **.

Signed:

Name & address:

Dated:

** delete as appropriate*

*** please insert the date of Goddard Dunbar & Associates Limited's letter to you*