

TERMS OF BUSINESS AND CLIENT CARE

Unless otherwise agreed in writing, these terms (or any modification provided to you) shall apply to any further, additional, or future instructions received from you.

These terms and our initial letter acknowledging your instructions ('Engagement Letter') set out the basis upon which we will carry out the work necessary in your matter.

People responsible for your work

Upon receipt of your instructions, a dedicated fee earner will be appointed to manage your matter. We will try not to change the person who handles your work, as detailed in the Engagement Letter, but if this cannot be avoided, we will inform you promptly as to who will be dealing with the matter and why the change was necessary.

We will do our best to see that everything proceeds as smoothly as possible, and we will notify you of any unexpected difficulties which may arise.

Client

If there is more than one client, the instructions from the first named client will be taken and accepted as an instruction from all the clients.

Where our instructions are to act on behalf of a Limited Liability Company or Partnership, we reserve the right to require a copy of the minutes of a meeting of the Board of Directors (certified by the company secretary or a director or a designated member in the case of an LLP) authorising our instructions to take all necessary steps for the transaction and identifying the person within the organisation who has the authority to give us further and detailed instructions on behalf of the organisation.

Please note that as the client, you are expected and required to provide clear, timely and accurate and true instructions, to provide all documentation required for the transaction in a timely manner, and to safeguard any documents that may be required.

We reserve the right to suspend or cancel our involvement if you do not comply with any of the above matters or a conflict of interest arises or for any other good reason. Please see 'Termination' below.

Your appointment of this firm will act as an authority for us to act as your agent when required and to execute certain documents on your behalf, which do not require a power of attorney. This will include the Inland Revenue Land Tax Return form. All such executions will be specifically communicated to you beforehand.

Charges and disbursements

We will add VAT to our charges at the rate that applies while the work is done. The basis of our charges is set out in your Engagement Letter or fee sheet.

If the time estimated to complete the work is lengthened for any reason, (notwithstanding that we have provided either an estimate of our costs or a fixed fee in the Engagement Letter or fee sheet) we reserve the right to charge you at the fee earner's hourly rate for each hour of work or part thereof. The fee earner's hourly rate is set out in the Engagement Letter or fee sheet. This rate is reviewed annually. We will charge for all work relating to the matter including but not limited to writing letters and emails, making and taking telephone calls, etc in units of 1/10th of an hour. Our account will also include VAT and disbursements.

We will inform you if any unforeseen extra work becomes necessary (e.g. due to unexpected events, or if your requirements or the circumstances change significantly during your matter). We will inform you of the estimated revised fee estimate in writing.

Payment of charges and disbursements

We may ask clients to make payments on account from time to time. These payments help to meet our expected charges and disbursements, and to avoid delaying progress in your matter. We will then pay these as they become due. We may request further payments on account as your matter progresses.

Interim bills may be provided on request or by agreement. This firm reserves the right to raise interim bills as they consider necessary and appropriate.

We reserve the right to deduct from any funds held by us in respect of other matters in your name payment of any invoices due to us.

We reserve the right to charge interest at the rate of 8% per annum from the date of the bill, apportioned on a daily basis, if you do not pay the bill within 14 days of its presentation to you.

If you do not agree with an invoice, we would request that you follow procedure as set out on the reverse of our invoice.

You may have a right to object to an invoice by making a complaint to the Legal Services Ombudsmen.

Please note that we **do not** accept cash payments, credit card payments, or direct debit payments. We can only accept payments by way of a cheque or a direct bank transfer to our account. Details of how to pay will be on the invoice provided to you. If you have not received an invoice and you require the firm's bank account details to make a payment on account, please ask the member of staff dealing with your matter to confirm the details.

Money laundering

The Money Laundering Regulations 2007 impose strict obligations on us to confirm the identity and address of all our clients. In this respect, we will ask you for your passport or driving licence and a utility bill or bank statement dated within the last three months, and we may also use a third-party service to verify your details against various public databases. We will show the cost of this service as a disbursement on your first account. We assure you that we will retain client confidentiality in all respects, save that we are obliged to report the details of any circumstances where laundering the proceeds of crime is suspected.

Dale & Simpson Solicitors Limited
(Company number 09644748)

Registered office: Lonsdale Gate, Lonsdale Gardens, Tunbridge Wells, TN1 1NU
Regulated by the Solicitors Regulation Authority under number 638390

Tax and financial advice

We do not provide specialist tax advice other than in relation to Inheritance Tax, if appropriate. If applicable, it is the client's responsibility to seek advice from an appropriate professional (e.g. an accountant or specialist tax adviser) in relation any potential liability in relation to Income Tax, Capital Gains Tax, Stamp Duty etc. We will not accept responsibility for any deadlines missed or penalties issued if the client does not report or pay the relevant tax within the specified time period.

Storage of papers and deeds

Most of our files are stored electronically on our Case Management System, though there are some instances where paper records are required.

After completing your matter, we are entitled to keep all your papers and documents if money is owing to us. We will keep our file of papers (except for any of your papers which you ask to be returned to you) for no more than 12 years after sending you our final account.

If your matter relates to the administration of an estate, the preparation of a Will or any other Private Client matter, your papers and documents will be retained indefinitely.

We reserve the right to charge a nominal fee (£30 + VAT as at October 2025) for retrieving stored papers or deeds if you request for these to be released to you (or in the case of the administration of an estate, to the Personal Representative). This fee covers the time spent reading papers, writing letters/emails, and any other work necessary to comply with any such request.

General insurance business

Although this firm is not authorised by the Financial Control Authority ('FCA'), we are included on the register maintained by the FCA so that we can carry on insurance mediation activity, which is broadly the advising on, selling and administration of certain general insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the Solicitors Regulation Authority ('SRA').

Distance selling information

Under the Consumer Contract Regulations 2013, if a contract is being entered into 'off premises' (that is by a meeting outside our offices, telephone or via the internet) you have a right to cancel the contract of services within 14 days of your formal instruction to us. To do so, you should provide us notice of your wish to cancel the contract of services in writing. If you wish to cancel the contract within 14 days, you are under no obligation to pay for services except for the work that has already been carried out.

Interest on money held on your behalf

Where we are holding any sum of money on account on your behalf in relation to non-contentious business, we may be obliged under Article 5 of the Solicitors (Non-Contentious Business) Remuneration Order 2009 to account for interest on such sums and upon request we will discuss with you whether interest will accrue and the applicable rates.

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Our liability in event of a banking failure

We do not accept liability for any loss of client monies owing to failure of the bank in which the monies are deposited. For your information, our client accounts are currently held at HSBC Bank PLC. We shall notify you if any of your monies are deposited elsewhere.

You may be able to make a claim to the Financial Services Compensation Scheme ('Scheme') if your money is lost due to a bank failure. We shall require your consent to the disclosure of your details to the Scheme in the event of a claim.

Termination

You may terminate your instructions to us in writing at any time.

We reserve the right to stop acting for you but only with good reason and on giving you reasonable notice, e.g. in the event of non-payment of an outstanding account or monies on account not being paid.

If you or we decide that we will stop acting for you, you will be required to pay our charges on an hourly basis and settle any outstanding disbursements.

If the matter includes a mortgage and we receive instructions from your lenders to act on their behalf, we will have to pass them information you give us that might be relevant to their decision whether to finance the transaction. If you tell us things that you do not want the lenders to know and they are relevant to the lenders, we may have to stop acting for the lenders and possibly also for you.

If we are acting for you in court proceedings, you must provide the necessary documents to remove us from the court record as your legal representatives and you will remain liable for fees and disbursements until you do.

If we act as your agent for the submission of any Inland Revenue Land Tax Return our appointment as your agent will automatically cease six months after submission of the Return to the Inland Revenue.

Once your matter has been completed, we will not diarise any future events relating to your file unless you have given us specific written instructions to do so.

Liability

We will provide advice and legal services to you with reasonable skill and care, although you acknowledge that our aggregate liability to you or any other party, for losses arising from or in any way connected with our services, shall not exceed £3 million (or such other sum as set out in the Engagement Letter), save that:

- We are not liable for any indirect or consequential loss or loss of anticipated profit or other benefit.
- We are not liable for any losses arising from any matters upon which we are not specifically instructed including tax or contamination issues.
- We are not liable to the extent that your claim results from something you do or fail to do (such as giving us the wrong information, or not giving us information at the time we ask for it).

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- If others are also responsible for your loss, our liability is limited to our fair share, whether or not you are able to recover the rest from the others.
- Unless instructed otherwise in writing we assume that we are authorised to communicate with you or any third party by email. Any security issues will be your responsibility.

These limits apply to the extent that they are permitted by English Law.

Website security

We will make reasonable efforts to safeguard your information. However, we must all acknowledge that the internet is not a secure medium and we cannot guarantee the security or integrity of any personal data which is transferred between us and our clients and with third parties over the internet.

We do not, to the extent permitted by law, accept any liability (whether in contract, negligence or otherwise) for any virus infection and/or external compromise of security and/or confidentiality in relation to transmissions sent by email. You are required to protect your information and maintain your own internet security.

We are aware of the significant and increasing risk posed by cyber fraud, particularly affecting email accounts being hacked by criminals and the replacement or altering of bank account details contained in or attached to emails.

If you receive an email that appears to come from us which provides different bank details or indicates a change of bank details from those sent to you by post, it will not be genuine. Please do not reply to the email or act on any information contained in it but contact us immediately to check the account details.

We will not accept responsibility if you transfer money into an incorrect account based on details provided to you from a fraudulent email.

Raising queries or concerns with us

We are confident that we will give you a high-quality service in all respects. However, if you have any queries or concerns about our work, or about your bill, please take them up first with the fee earner handling your matter. If that does not resolve the problem to your satisfaction, or if you would prefer not to speak to the fee earner, then please raise your concern with this firm's Client Care Officer, Joya Dale. A copy of our full complaints procedure is available upon request. If you are not satisfied with our handling of your complaint by this firm, you can ask the Legal Ombudsman at Legal Ombudsman, PO Box 6167, Slough, SL1 0EH to consider the complaint. Normally, you will need to bring a complaint to the Legal Ombudsman within six months of receiving a final written response from us about your complaint.

All firms of solicitors are obliged to attempt to resolve problems that clients may have with the service provided. It is therefore important that you immediately raise your concerns with us.

Professional Indemnity Insurance (PII)

Our professional indemnity insurers are PEN Underwriting.

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