



ALTMORE BUSINESS LAW

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www.altmorebusinesslaw.com

Terms and Conditions of Service

Please read these terms and conditions carefully. If it will be of assistance please feel free to download a copy of these terms and conditions and the illustrative template letter of engagement from the back office (within the section "The firm") of Altmore Business Law's web site.

Altmore Business Law, a firm providing the services of solicitors, is governed by the Solicitors Act 1974 and the rules, guidelines and codes of conduct made in conjunction with that act and most notably the Solicitors' Accounts Rules of 1998 and the Solicitors' Code of Conduct of 2007. This background law underpins our own high standards of professional conduct and concern for our clients and others.

This document sets out the terms and conditions upon which Altmore Business Law accepts your instructions save to the extent otherwise clearly agreed. In these terms and conditions the word "agreed" means something recorded and agreed upon by both Altmore Business law and you in writing and the words "writing", "correspondence", "letter" and analogous words include e-mails and faxes.

These terms and conditions apply to any work conducted by Altmore Business Law for you whether before, on or after the date set out below against your signature or, if you prefer to record and communicate your acceptance of these terms and conditions by other writing, the date of such other writing once received by us.

Altmore Business Law writes to its client at the outset inviting them to instruct this firm and contract with it upon these terms and conditions and an engagement letter. The letter, which is usually based upon the template letter of engagement shown in the back office area of Altmore Business Law's web site, and any other correspondence from this firm at the time your instructions are accepted, may vary or add to these terms and conditions. If there is any conflict or uncertainty, the terms of correspondence from this firm will prevail.

1. Fees

- 1.1 The fees of Altmore Business Law are based on the time spent dealing with a particular matter. Time spent on a matter includes meetings, telephone calls, travelling, considering, preparing and working on papers and correspondence. The current hourly rate of Altmore Business Law is £225 per hour unless otherwise agreed. Our charges are calculated mainly by reference to the time spent on the matter including, for example, time spent seeing you and others personally, dealing with papers, correspondence, telephone calls and travel. Where elements of your instructions are assigned by us to associates and other specialist legal advisers in same or other areas of law their charge out rates will correspond to our own unless otherwise agreed by you and this firm in advance of the work being carried out.
- 1.2 Time based charging has no regard for complexity, scale, urgency, importance and other client factors where some other hourly rate may be appropriate. The hourly rate may be subject to change at any time provided that Altmore Business Law consults with you and notifies the change in writing.
- 1.3 Where clients prefer, assignments may be taken on by Altmore Business Law on some other charging basis, for example for a fee that is fixed in amount, or which is capped (that is to say fees that are time based but which nevertheless are subject to an overall monetary limit). Altmore Business Law does not undertake work on a contingent fee basis. Where a basis of charging is agreed in preference to time based charging the preferred alternative will apply in place of time based charging.

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- 1.4 Altmore Business Law reserves the right to amend its hourly rate or fixed or capped fee or any other charging basis, after discussing with you, if there occurs any material change in the structure, degree of complexity, time scale, or required professional resources of a transaction or if there occurs any material change in your instructions to us. Factors we will take into account will include the actual time incurred to the point of change and the additional time and resources anticipated to be required to continue on from the change. Altmore Business Law in its absolute discretion may release you from a fixed fee agreement where the transaction aborts in its early stages and may instead offer a time based fee reflecting the number of hours worked from initial instructions until the abort and where time spent requires estimation this firm's estimate shall be conclusive as to time spent and chargeable.
- 1.5 Value added tax is payable on the fees of Altmore Business Law. All sums are expressed to be exclusive of VAT which is paid in addition, unless under statute VAT is not applicable.
- 1.6 Any sums which Altmore Business Law incurs on your behalf (such as travel costs, search fees, courier costs, and all other disbursements) will be payable by you in addition to its fees.
- 1.7 Estimates of costs are given for guidance only, based on the information available to Altmore Business Law at the time it accepts your instructions.

2. Payment

- 2.1 Altmore Business Law may submit interim invoices to you at monthly or other appropriate intervals during the course of a matter.
- 2.2 Altmore Business Law's invoices are due and payable within 14 days of delivery.
- 2.3 Altmore Business Law is entitled to charge interest on any unpaid sums at the standard statutory rate applicable for small businesses.
- 2.4 Where fees, disbursements and VAT are payable by you to third parties in conjunction with work we are carrying out for you, such as fees payable to introducing agents and associate specialist lawyers, Altmore Business Law may arrange payment using funds it receives from you for this purpose and or may make payment to such third party or parties out of any proceeds of sale received by Altmore Business Law prior to accounting to you for the balance.
- 2.5 Where we act for several individuals on the same transaction, each person is responsible jointly and severally with the others to pay the bills of Altmore Business Law in full, even though between yourselves arrangements might be made to divide the bill in agreed proportions.

3. Liability

- 3.1 Altmore Business Law's total liability to you, whether arising under contract, tort or otherwise, shall be limited to the value of the professional indemnity insurance maintained by Altmore Business Law at the time it accepts your instructions in relation to a particular matter.
- 3.2 Altmore Business Law shall not be liable to you for any loss of income or profit incurred by you or for any indirect or consequential loss or damage of any kind incurred by you, whether arising under contract, tort or otherwise.
- 3.3 Altmore Business Law is not qualified to advise you in relation to investment decisions, issues relating to taxation or any other financial aspect of the matters on which it provides you with legal advice. Altmore Business Law excludes all liability for any claim brought by you against it based on failure to advise you on such decisions and issues.
- 3.4 Altmore Business Law is only qualified to advise you on matters and agreements on the basis of English law. You should obtain advice from local lawyers in relation to any matters or agreements that are governed by laws other than English law. Altmore Business Law excludes all liability for any claim brought by you against it arising from Altmore Business Law's failure to advise you on issues relating to laws other than English law.
- 3.5 Nothing in these terms and conditions shall exclude or in any way limit Altmore Business Law's liability for death or personal injury caused by its negligence and/or Altmore Business Law's liability for fraudulent acts or omissions.

4. General

- 4.1 Your continuing instructions on this matter will amount to your acceptance of these terms and conditions and, unless agreed otherwise, these terms and conditions will apply to any future instructions that you give to Altmore Business Law.

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- 4.2 You agree that you will comply with any reasonable requests made by Altmore Business Law to enable Altmore Business Law to comply with its obligations under laws and regulations relating to money laundering.
- 4.3 Where Altmore Business Law's associates are used in conjunction with Altmore Business Law's provision of services to you this will be arranged by Altmore Business Law only after consultation with you following which, unless otherwise agreed by Altmore Business Law, you will be exclusively responsible for instructing the associate in the services to be provided by him/ her or his/ her law firm, for receiving the advice provided by the associate and for discharging the associate's fees, disbursements and vat. Altmore Business Law excludes in terms of clauses 3.2, 3.3 and 3.4 of these terms and conditions any and all liability for any claim brought by you against Altmore Business Law based on failure of the associate properly to advise you on such issues. Where Altmore instructs an associate on your behalf you will promptly on demand indemnify and hold harmless Altmore Business Law against any claims made against Altmore Business Law by the associate concerned whether for payment of monies or otherwise.
- 4.4 Altmore Business Law shall be available to deal with your instructions Monday to Friday each week excluding UK public holidays during normal business hours only. Altmore Business Law shall endeavour to deal with any urgent matters as and when they arise on other days of the week or outside normal business hours but shall not be obliged to do so.
- 4.5 Altmore Business Law works for a number of clients and shall not be obliged to spend all of its time on the days it works dealing with your matter.
- 4.6 The contract for services between us is not intended to and shall not create or give rise to any third party rights (including any associate of Altmore Business Law) whether arising under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 4.7 Where Altmore Business Law is required to pay an introductory commission to a third party referrer by virtue of you instructing this firm to act, Altmore Business Law will disclose such fact to you, the identity of the referrer and the amount of commission payable when issuing its engagement letter. Altmore Business Law will settle such commission and any VAT thereon out of the fees it receives from you and will not add such sums to the bill or bills it issues to you for legal services.
- 4.8 These terms and conditions shall be governed by English law and any dispute relating to them shall be referred to the exclusive jurisdiction of the English courts.

5. Money laundering

- 5.1 In accordance with the money laundering regulations, we are required to verify the names and addresses of our clients.
- 5.2 Where individuals represent third parties such as a limited company we are usually required to obtain the information requested below from at least two persons, one of which holds the role of finance director or similar.
- 5.3 Clients or their relevant representatives each must, before significant work is undertaken, provide the originals of ONE document from EACH of the following sections:
- SECTION A – FOR IDENTITY
Full EU Passport
Full EU Driving Licence
HM Forces ID Card
- SECTION B – FOR ADDRESS
Council Tax Bill (most recent)
Bank/Building Society Statement (within the last 3 months) (monies owing may be obscured)
Utility Bill (within the last 3 months)
Mortgage Statement (most recent) (monies owing may be obscured)
- 5.4 Please send them in one packet by recorded delivery. We will make copies of them and then return them to you by recorded delivery.

See next page



I/We agree to be bound by these terms and conditions in relation to matters upon which I/We instruct Altmore Business Law.

Signed by

Date.....

Print name.....

Title role.....
If applicable

Full name.....
of the company or partnership the signatory represents
if applicable

If several individuals are instructing in a personal capacity each should complete a form as show below

Signed by

Date.....

Print name.....

Signed by

Date.....

Print name.....

.....
Signed by

For and on behalf of

Date.....

