



**TERMS OF BUSINESS OF
CHRISTMAS OGDEN SOLICITORS LIMITED**

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TERMS OF BUSINESS OF CHRISMAS OGDEN SOLICITORS LIMITED

The terms of business – and any client engagement letter we give you at the start of the matter, state the terms on which we, Christmas Ogden Solicitors Limited, accept instructions and charge for our services. If there is any conflict between these terms and the client engagement letter, the client engagement letter will take precedence.

1.FEES AND EXPENSES

At the outset of a matter we will agree the basis on which we will charge you, and the client engagement letter will set out arrangements concerning our fees and expenses.

Our fees for Residential Conveyancing are calculated mainly on a fixed fee basis and we will provide you with an estimate at the outset of your transaction. For Commercial Conveyancing or Probate matters we will calculate our fees by the time spent on the matter. We keep a detailed record of this time. Hourly rates are revised every April, and may be revised at other times. We will tell you of any changes to our hourly rates.

2.BILLING AND PAYMENT

We will add VAT to bills at the rate applicable unless zero rating or an exemption applies.

Unless otherwise agreed in writing, on Residential and Commercial conveyancing matters, we must have full payment of our fees including any disbursements payable to third parties, by the date you are due to complete your sale/purchase/remortgage/transfer. For all other matters you must pay our bills in sterling within 14 days from the date of the invoice. We reserve the right to charge interest for late payment at the higher of 4 per cent over the then current Nat West plc base rate, the rate then currently payable on judgement debts, or the rate payable under the Late Payment of Commercial Debts (Interest) Act 1998.

If you have made payments on dates and in amounts different from those we agreed, and we have suffered losses on the sums due, then we reserve the right to charge additional amounts to cover our costs.

We do not accept payment by credit or debit cards.

3.PAYMENTS ON ACCOUNT OF FEES AND EXPENSES

We may require payments in advance for our fees and expenses. We will put them in a Clients' Account and set them, with interest earned, against future bills.

If we are holding any of your monies at the end of a matter we will send them to you. This will generally be in the form of a cheque. If you do not present the cheque for clearing within six months of the date we sent it to you, we will cancel it for security reasons. We will advise you of this. If another six months pass and we do not receive instructions from you on what to do with the monies, we will give them to a registered charity of our choice if the amount is £50 or less. If it is more than this, we will take instructions from the Solicitors Regulatory Authority on what to do with the monies.

4.CLIENTS' ACCOUNT

We hold monies on your behalf as trustee. We deposit these monies with such banks as we may from time to time decide in accordance with the Solicitors Regulation Authority Accounts Rules 2011. It follows that we have no immediate control over monies while they are held on deposit.

It follows that in the unlikely event of the failure of a bank which holds client monies we will not be liable to you for any monies lost. You may in these circumstances be entitled to compensation under the Financial Services Compensation Scheme. You should check with the Financial Conduct Authority to find out whether or not you would be entitled to compensation.

If you want to know the identity of the bank where your funds are held then we will provide you with details following receipt of your request

5.THIRD PARTIES

If we have to engage other professionals on your behalf (such as counsel, overseas lawyers, accountants, expert witnesses or costs draftsmen), whether in the UK or abroad, we will do so as your agent. We cannot be responsible for any act or omission of such a professional unless otherwise agreed in writing.

6.COMMISSIONS

We will credit your account with any commission we receive from a third party relating to a matter we are handling for you.

7.PAPERS HELD BY US

When a matter has been completed and all fees paid, we will return to you, at your request, any documents you have provided in connection with that matter and any other papers to which you are entitled. We cannot promise to retain files for a specific period of time, but will generally keep them for at least six years, and reserve the right to dispose of them after that time.

It might be necessary for us to pass information and papers relating to your matter to our insurers as part of our insurance arrangements. You accept that by appointing us to act for you we are able to do this.

We will comply if for any reason (whether during or after a case) we are compelled to disclose documents or to give information orally or in writing about a matter or your affairs, under a court order, notice or demand served by a body or person with the authority to make us do so. You must pay us the costs of such compliance at our then hourly rates. If any documents or information are subject to legal professional privilege (and thus confidential), we will let you know and tell you that you have the opportunity to waive privilege. If you decide not to waive privilege and this is challenged, you must pay us the costs we incur in preserving privilege for you.

Unless you tell us otherwise, if a third party has prepared documents for you on our instructions, and you own the copyright in or have a licence to use these documents, we may store the documents on our database in any format for future reference by our lawyers.

8.LIABILITY OF CHRISMAS OGDEN SOLICITORS LIMITED

The instructions you have given us create a contract for our provision of services to you. We have a duty to work for you with reasonable care and skill. Our advice and services are for your benefit only and may not be used or relied on by anyone else.

Christmas Ogden Solicitors Limited is a limited company. It is a legal entity (or legal person) with its own legal rights and obligations, separate and distinct from those of its members. The company's property is its own and is not treated as belonging to the company's shareholders and directors. The company itself can enter into contracts, employ people, sue and be sued and can be liable if it commits criminal offences.

There is no contract between you and any member, employee or consultant of the firm. Any advice given to you, or any other work done for you, by one of our partners, employees or consultants is given or done by that person on our behalf and not in his or her individual capacity. No such person assumes any personal responsibility to you for the advice or work.

You agree that if, as a matter of law, any of our members, employees or consultants would otherwise owe you a duty of care that duty is excluded from our contract with you. You agree that you will not bring any claim against any of our members, employees or consultants of the Company in respect of any loss or damage that you or any person or company associated with you suffer or incur, directly or indirectly, in connection in any way with any advice given to you or other work done for you for any matter arising in any way out of providing the services to you.

Accordingly, any claim you wish to make can only be made against the firm and not against a member, employee or consultant of the firm.

You also agree that in the services we will provide to you, including in particular those described in any engagement letter we send you at the start of a matter, our total liability at law to you for losses will not exceed any amount stated in the engagement letter. Also excluded is any consequential or indirect loss, whether or not it might have been foreseeable at the start of the matter.

To the extent permitted by law and by professional regulation, any liability to you (on the part of any person) in connection with or arising directly or indirectly from any matter in which we are instructed, whether arising in contract, tort, negligence, equity, breach of statutory duty or otherwise, shall be limited to an aggregate amount of £3 million. This limit will apply on all claims of any sort whatsoever or howsoever arising and for all losses or damage including interest, costs and expenses.

In any event, and unless otherwise agreed in writing, we will not be liable to you in respect of any matter that may require further action or advice once we have completed a transaction and/or ceased work on a matter. If you agree with any other person (for example another adviser) in connection with a matter or case on which we are advising or acting for you, that their liability to you is limited or excluded, and if but for your agreement with them, we

would be able to seek from them a contribution or indemnity in respect of our liability to you, to the extent permitted by law and by professional regulation, you agree that we will not be liable to you for any amount in excess of the amount you are able to recover from that other person, having regard to your agreement with them.

If we are acting for more than one person, the limit of liability will have to be allocated among you. If the engagement letter does not expressly set out each person's share, that allocation will be a matter entirely for you. If for whatever reason you do not agree on an allocation, then you agree not to dispute the limit of liability on the grounds that no such allocation was agreed.

Our liability to you will also be limited to that proportion of the loss or damage (including interest and costs) that you have suffered and that a court has ordered against us after taking account of how far any other person responsible or liable to you for the loss or damage has contributed to it.

In assessing anyone else's contribution, we will ignore any limit imposed on their liability by any agreement made before the loss or damage occurred.

The limitations and exclusions on liability in this section will not apply to any liability for death or personal injury caused by our negligence or for any other liability that cannot lawfully be excluded or limited.

As required by our Code of Conduct, Christmas Ogden Solicitors Limited holds professional liability insurance to cover advice rendered and transactions conducted in accordance with English Law. The name and address of our Professional Liability insurers can be provided upon request

A list of current Company Directors is available upon request.

9.CONFLICTS

Under legal and professional rules we may have to stop acting for you if there is a conflict between your interests and those of another client, between your interests and those of your mortgage lender (for whom we also act) or between our interests and your interests. Subject to compliance with the professional rules that regulate our conduct as lawyers, we cannot be prevented or restricted by reason of our relationship with you from advising other clients, including clients whose interests might now or in the future be contrary to your own.

10.ENDING OF INSTRUCTIONS

Once instructed, we will normally continue to act for you in the matter until its conclusion. If circumstances arise where it is appropriate for you or us to end the instruction, you will be responsible for our fees and expenses up to the date your instruction ends. You will also be responsible for any fees and expenses arising from our ceasing to act for you or the transfer of the work to another adviser of your choice. We may keep all your papers and documents while there is still money owed to us for fees and expenses.

REGULATIONS AFFECTING YOUR CANCELLATION RIGHTS

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013:

If we have not met you either in person (because, for example, instructions and signing of the contract documentation is taking place by telephone/mail, e mail or on-line – i.e.: by way of a “distance” contract) or we have taken instructions and a contract has been concluded away from our business premises (because, for example, we have met with you at home - i.e.: by way of an “off-premises” contract) and the contract was entered into on or after 14 June 2014, you have the right to cancel this contract within 14 calendar days of entering into the contract without giving any reason.

The cancellation period will expire after 14 calendar days from the day of the conclusion of the contract.

To exercise your right to cancel, you must inform us, Christmas Ogden Solicitors Limited of Howard Cottage Broomans Lane Lewes East Sussex BN7 2LT Telephone 01273 474159 fax 01273 477693 email Sonia@christmasogden.co.uk of your decision to cancel this contract by a clear statement (e.g.: a letter sent by post, fax or e mail). To meet the cancellation deadline, you must send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

Should you require the work to be commenced within the 14 calendar day cancellation period, you must provide your agreement to that in writing, by e mail, post or fax to enable us to do so. By signing and returning your client care letter, you are providing your agreement in writing to enable us to commence work within the 14 calendar day cancellation period. Where you have provided your consent for work to commence within the 14 calendar day cancellation period and you later exercise your right to cancel, you will be liable for any costs, VAT and disbursements incurred up to the point of cancellation. Unless you make an express request for us to commence work within the 14 day period (i.e. by signing and returning our client care letter, we will not be able to undertake any work during that period.”

11.CONFIDENTIALITY

We keep information passed to us confidential and will not disclose it to third parties except as authorised by you or required by law. In certain circumstances the law requires us to disclose information relating to you (for example, payments of interest earned on a clients' account may have to be disclosed under the EU Savings Directive). If on your authority we are working with other professional advisers, we will assume that we may disclose any relevant aspect of your affairs to them. Sometimes we employ other companies to undertake routine administrative work on our files, such as photocopying. We will always seek a confidentiality agreement with any providers of such service. If you do not want us to do this with your file, please tell us as soon as possible.

It might be necessary for us to pass information and papers relating to your matter to our insurers as part of our insurance arrangements. You accept that by appointing us to act for you we are able to do this.

Where you provide us with fax or computer network addresses for sending material to, we will assume, unless you tell us otherwise, that your arrangements are sufficiently secure and confidential to protect your interests.

The Internet is not secure and there are risks if you send sensitive information in this manner or you ask us to do so. Data we send by email is not routinely encrypted, so please tell us if

you do not want us to use email as a form of communication with you or if you require data to be encrypted.

We will use our best endeavours to protect the integrity of our computer systems by screening for viruses on email sent or received. We expect you to do the same for your computer systems.

12.EQUALITY AND DIVERSITY POLICY

The Company's Commitment

General Commitment

The company is committed to eliminating discrimination and promoting equality and diversity in its own policies, practices and procedures and in those areas in which it has influence. This applies to the company's dealings with members of the company (which in this policy shall include the company's employees, partners and any self-employed person engaged by the company) and other solicitors, barristers, clients and third parties. The company will treat everyone equally and with the same attention, courtesy and respect and will not discriminate without lawful cause against any person, nor victimise or harass them on the grounds of their race or racial group (including colour, nationality and ethnic or national origins), gender (including marital status, gender reassignment, pregnancy, maternity and paternity), sexual orientation (including civil partnership status), religion or belief, age or disability. The company will take such steps and make such adjustments as are necessary in all the circumstances in order to prevent any members of the company and clients from being placed at a substantial disadvantage in comparison with those who are not disabled.

Regulation and Legislation

In implementing its equality and diversity policy, the company will comply with the SRA's Code of Conduct 2011 and with current and any future anti-discrimination legislation and associated codes of practice and any relevant amendments or re-enactments of such legislation and any relevant amendment to such codes or further codes of practice.

The Company as an Employer

As an employer, the company will treat all members of the firm and job applicants equally and fairly and not discriminate unlawfully against them. This will, for example, include arrangements for recruitment and selection, terms and conditions of employment, access to training opportunities, access to promotion and transfers, grievance and disciplinary processes, demotions, selection for redundancies, dress code, references, bonus schemes, work allocation and any other employment related matters.

Recruitment and Selection

This company recognises the benefits of having a diverse workforce and will take steps to ensure that it endeavours to recruit from the widest pool of qualified candidates possible; and that employment opportunities are open and accessible to all on the basis of their individual qualities and personal merits. Also, that the selection criteria and processes do not discriminate on any of the prohibited grounds referred to.

Conditions of Service

The company will create a working environment which is free from discrimination, victimisation and harassment and which respects the diverse backgrounds and beliefs of members of the company. Terms and conditions of service for members of the company will comply with anti-discrimination legislation. The provision of benefits such as working hours, maternity and other leave arrangements, performance appraisal systems, dress code, bonus schemes and any other conditions of employment will not discriminate against any member of the company on any of the prohibited grounds referred to above. Where appropriate and necessary, the company will endeavour to provide appropriate facilities and conditions of service which take into account the specific needs of members of the company.

Promotion and Career Development

Promotion within the company will be made without reference to any of the prohibited grounds referred to above and will be based solely on merit. The selection criteria and processes for recruitment and promotion will be kept under review to ensure that there is no unjustifiably discriminatory impact on any particular group. Whilst positive action measures may, where lawful, be taken in accordance with relevant anti-discrimination legislation to encourage members of underrepresented groups to apply for promotion opportunities, recruitment or promotion to all jobs will be based solely on merit. All employees will have equal access to training and other career development opportunities appropriate to their experience and abilities. However, the company will take appropriate positive action measures (as permitted by antidiscrimination legislation) to provide special training and support for members of groups which are under-represented in the workforce and encourage them to take up training and career opportunities

Third Parties

Terms and conditions of business make it clear that when instructing third parties the sex, race, religion, sexual orientation or disability of the third party will not be taken into account and, if the client insists that the solicitors do so, they will cease acting for the client forthwith.

Suppliers

Lists of approved suppliers and databases of contractors, agents and other third parties who, or which, are regarded as suitable to be instructed by those within the company have been or will be compiled only on the basis of the ability of those persons or organisations to undertake work of a particular type and do not or will not contain discriminatory exclusion, restriction or preference.

Clients

The company notwithstanding the freedom to accept or reject instructions from any particular client ensure the decision is not based on the client's or potential client's sex, race, religion, sexual orientation or disability. Terms of business are not in any way directly or indirectly discriminatory against the client and potential client on the basis of sex, race, religion, sexual orientation or disability. Language or terminology is not offensive to the client. Reasonable steps will be taken to ascertain how to best communicate with the client rather than making assumptions based on matters such as the client's ethnic origin or

disability. Terms and conditions of business are able to be read by the client, for example, in the case of a blind or partially blind client, ensure that the terms of conditions are explained in full and understood by the client over the telephone or in person, the provision of the terms of business in large text should also be available if considered necessary. Ascertain, when taking instructions whether the client has any needs in relations to their ability to receive instructions, advice and services from a solicitor, and make such reasonable adjustments in the appropriate time to facilitate this and advise the client of the availability of those adjustments. Make it clear to the client for whom a reasonable adjustment has been, or needs to be made, that the costs of that reasonable adjustment will be borne by the company and not passed onto the client as a disbursement.

Promoting Equality and Diversity

This company is committed to promoting equality and diversity in the firm as well as in those areas in which it has influence. Members of the company will be informed of this policy and will be provided with equality and diversity training appropriate to their needs and responsibilities. All those who act on the company's behalf will be informed of this equality and diversity policy and will be expected to pay due regard to it when conducting business on the company's behalf. In all its dealings, including those with suppliers, contractors and recruitment agencies, the company will seek to promote the principles of equality and diversity. The company will make every effort to reflect its commitment to equality and diversity in its marketing and communication activities. Ultimate responsibility for implementing the policy rests with the directors of the company. All members of the company are expected to pay due regard to the provisions of this policy and are responsible for ensuring compliance with it when undertaking their jobs or representing the company. Any breach of this policy by members of the company will result in disciplinary action, including termination of services where appropriate.

Complaints of Discrimination

The company will treat seriously and will take action where appropriate concerning all complaints of breaches of this policy made by members of the company, clients or other third parties. All complaints will be investigated in accordance with the company's grievance, disciplinary and/or complaints procedures and the complainant will be informed of the outcome.

Monitoring and Review

This policy will be monitored and reviewed in a manner proportionate to the size and nature of the company on a regular basis to measure its progress and judge its effectiveness. This policy is not part of any contract of employment or partnership agreement and may be changed at any time. Notwithstanding the above, it is a requirement of the company that all members of the company comply with this policy and with the provisions of SRA's Code of Conduct 2011. Every member of the company will receive a copy of this policy and it will be available on request to any client and to the Solicitors' Regulation Authority. A copy of the policy will be included on the Company website

13.PRIVACY AND DATA PROTECTION

We promise to respect the data we hold on you. We will keep your details on our database for administration and accounting purposes, so that we can make credit searches and send you relevant information on our services and on events that may interest you. Your details will be processed and kept securely in accordance with the Data Protection Act 1998. We will not disclose the data to third parties except for the purposes mentioned above. If you have any questions or concerns about our use of your data, please contact the Managing Partner.

14.MONEY LAUNDERING

The Proceeds of Crime Act 2002 and the Regulations made under the Act, which aim to prevent money laundering, require us to obtain proof of identity from clients for whom we act in connection with relevant financial business. Accordingly we may ask you to give us the necessary details. In certain circumstances, we must by law report to the National Crime Agency any evidence or suspicion of money laundering. The law prohibits us from notifying you that a report has been made.

15.FINANCIAL SERVICES AND INSURANCE MEDIATION ACTIVITIES

We are not authorised by the Financial Conduct Authority. If, while we are acting for you, you need advice on investments, we may have to refer you to someone who is authorised to provide the necessary advice.

However, in certain circumstances, we may provide a limited range of investment advice services where these are closely linked to the legal work we are doing for you. This is because we are members of the Law Society of England and Wales, which is a designated professional body for the purpose of the Financial Services and Markets Act 2000.

We are not authorised by the Financial Conduct Authority. However, we are included on the register maintained by the Financial Conduct Authority so that we can carry on insurance mediation activity, which is broadly the advising on, selling and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the Solicitors Regulation Authority. The register can be accessed via the Financial Conduct Authority website at www.fca.org.uk/register. As we are an "exempt professional firm" you will need to click on the "EPM Search" tab to locate our details on the Financial Conduct Authority's register.

The Solicitors Regulation Authority is the independent regulatory arm of the Law Society. The Legal Ombudsman deals with complaints against lawyers. If you are unhappy with any investment advice you have received from us or with any investment mediation activities that we have carried out for you then please let us know in accordance with our client care and complaint procedures. If we are unable to resolve the complaint to your satisfaction, you should raise your concerns with either of those bodies.

We provide these services only if they are on an incidental part of the professional services that we have been engaged to provide.

16. RIGHTS OF THIRD PARTIES

For the purpose of the Contracts (Rights of Third Parties) Act 1999, we agree that no term of this agreement with you is enforceable by a third party, except that the partners, consultants and employees of the firm may enforce the limitations and exclusions in the section above headed "Liability of Christmas Ogden Solicitors Limited".

17. APPLICABLE LAW

Our relationship with you will be governed by English law and will be subject to the exclusive jurisdiction of the English courts. However, we may bring legal proceedings in any other jurisdiction, including the jurisdiction where you are domiciled or based, to recover fees or other sums payable to us.

Christmas Ogden Solicitors Limited is a limited company registered in England and Wales (Company number 07933863) and is authorised and regulated by The Solicitors Regulation Authority. A list of members, all of whom are solicitors, may be inspected at our registered office, Howard Cottage, Broomans Lane, Lewes East Sussex BN7 2LT