TERMS OF BUSINESS ENGAGEMENT

ISSAT TIMM SOLICITORS

Please read this document carefully before signing.

The Solicitor Regulation Authority is the governing body of Solicitors. Professional Rules laid down by it require that the clients of Solicitors be informed of certain term of business. Accordingly, these terms and conditions set out of the basis on which this Practice carries out professional services on behalf of clients.

1. PLACE AND HOURS OF BUSINESS

The Practice's registered office is 87 CHANCERY LANE, LONDON WC2A 1ET. This document relates to work undertaken at the Practice's branch indicated in this document. Business hours are between 9:30am to 5:00pm on weekdays. Urgent appointment can be arranged outside these hours when required.

2.. INTENT

We seek to be cost effective and to charge reasonable and competitive fees. We believe it is important for clients to appreciate how costs are calculated and for there to be clear guidelines as to what is expected of this Practice on the one hand and you the client on the other hand.

3. RESPONSIBILITY FOR WORK

The commencement of acting on the client's behalf, the client will receive a letter from the Practice advising the client of the following:

•The solicitor who is primarily responsible for the conduct of your cases named at the end of this document.

•Another person who may be able to deal with the client's queries and who will b pleased to take any message from the client.

•The Practice aims to offer all clients a friendly and efficient service. If, however, any difficulty should arise, the client should first raise the matter with the person supervising your case. In the unlikely event of further difficulties, the matter should be referred in writing to one of the Directors of your choice.

•If we need to change personnel, we shall notify you and explain the reason for such change

4.. PROFESIONAL INDEMNITY

In the interest of clients, the Practice maintains professional indemnity insurance through the Solicitors Regulation Authority's Master Policy Scheme. Information as to the level of this cover will be provided upon request. In consideration of acting for clients the Practice restricts the liability for any claim to the maximum amount of the practice's professional indemnity cover.

5. FEES

5.1 Fee Estimates - Our professional fees exclusive of VAT are based on a time element. Unless it is the arrangement that the fixed fee is charged for the matter concerned in the case, each person is charged at an hourly rate, which is reviewed periodically. In assessing the time spent on this matter, the person with the responsibility for drafting the bill will take into account the time involved in attendances; writing letters, telephone attendances, the consideration of documents, letters received and preparation. Letters and telephone calls are charged on the basis of a minimum of one-tenth of the hourly rate (i.e. six minutes) but letters and telephone calls involving a longer period will be charged accordingly. Time charged will also include travelling and waiting.

Each Consultant, Director, Solicitor and Executive's time is charged out at an hourly rate, which reflects overhead costs. Routine letters sent out and received by the Practice are charged at 6 minutes per page and telephone calls in 6-minute units.

Details of our future rates will be notified to you from time to time and are always available on request, but at present subject to the value element are as follows:

Fee Earner Hourly	Rate	Routine letters/telephone calls charged in 6-minute units £
Consultants	450.00	70.00
Managing Directors	450.00	70.00
Directors	450.00	50.00
Senior Solicitors	450.00	40.00
Solicitors	350.00	35.00
Legal Executives	175.00	20.00
Trainee Solicitors	175.00	15.00
Caseworker	120.00	12.00
Outdoor Clerks	90.00	10.00

5.2Rates
These rates do not include VAT which will be added when an invoice is prepared, neither do they include any "value element"/ uplift as referred to in paragraph 5.3. In some instances, for example some clients reside abroad, VAT may not be payable.

Where the instruction of the client require that interviews take place or other work carried out necessarily outside normal office hours, the Practice reserves the right to revise the rates accordingly.

5.3 Value Element - In transactions relating to all types of litigation (civil or family), property, the administration of estates, immigration and in matters involving a substantial financial consideration or benefit to the client, fees may be calculated both by reference to the time spent, reference to a value element based on, example the complexity of the matter, urgency, novel point of law, the specialised knowledge and responsibility involved, the value of the property/claim, the size of the estate or the value of the financial benefit. The value element reflects the importance of the transaction and the consequent responsibility falling upon the Practice. These elements are described in the Solicitors' (Non-contentious Business) Remuneration Order 1994 and the Rules of the Supreme Court, and the County Court Rules, and more information can be given to you about these criteria upon request.

The firm reserves the right to charge uplift/ value element on the hourly rate.

5.4 Disbursements - Our professional fees do not include expenses which the firm has to incur on your behalf for example, Counsel's fees, court fees, witness expenses, fees of experts and overseas lawyers, Land or Probate Registry fees and certain delivery charges. We act on the basis that we are authorised to incur such expenditure as is reasonably necessary for the matter in hand. The Practice has no obligation to affect such payments unless the client for purpose of discharging a disbursement has provided funds. VAT is payable on certain disbursement. In some case unless we are placed in funds, we will not instruct third parties.

Where monies are held on behalf of a clients and a disbursement has been paid by the Practice on behalf of the client a Disbursement Invoice will be rendered, and appropriate funds transferred.

5.5 Payments on Account - We reserve the right to request payments on account of anticipated fees and disbursements. Any request for initial or further payment on account should not be taken as a forecast of what the costs of the matter might be. The absence of a request for payment on account is not to be taken as an indication that we hold sufficient.

5.6 Invoices and Payment - Invoices are rendered by the Practice when it is appropriate in on going matters. Fees are payable whether or not a case is successfully concluded, or a transaction completed. If any case or transaction does not proceed to completion for many reasons during the period in which the Practice are instructed, then the Practice shall be entitled to retain any fees and charge outstanding fees for works agreed to be done.

5.6.1. We reserve the right to charge interest on accounts outstanding at the statutory rate applicable to judgement debts from time to time.

5.6.2. Payment of the Practice's invoices are due on deliver. If no payment is received within 28 days, the practice reserves the right to charge interest as per paragraph 5.6.1.

5.6.3. If for any reason we do not complete the matter on which have been instructed, then the Practice shall be entitled to retain any fees and charge outstanding fees for works agreed to be done.

5.6.4. Our agreed fixed fee is limited to the work agreed. We will discuss and agree if we are required to undertake further works. Any further works will be chargeable, and you are liable to pay fees on hourly rate mentioned in our terms of business unless otherwise agreed.

6. THE PROCEEDS OF CRIME ACT 2002 (POCA)

As you are aware that you are obliged to give full and frank disclosure of your financial and personal circumstances throughout your matter. The Proceeds of crime Act 2002 ("The Act") creates a number of offences relating t the proceeds of crime. Under the \Act, it is a criminal offence for you to enter into a financial settlement with your husband/wife/partners/associated practices. If you know that any income, capital or property of whatever nature, which you or your husband/wife/partners/associated persons receives or retains as part of the settlement, represents the proceeds of crime. The proceeds of crime include, for example, monies (however low in value) saved or spent.

If your solicitor becomes aware of or suspects the existences of the proceeds of crime in your case, (whether from you or any other person), in order to enable the solicitor (or any other solicitor) to continue with your case without you and she/he committing an offence under the act, your solicitors must report the irregularity to the National Crime Intelligence Service. (NCIS). NCIS will then give or withhold permission for your solicitor to continue with your

case. Even if NCIS gives permission for the case to continue, it can pass the information received to any relevant body such as the Inland Revenue and an investigation may take place at any time in the future.

It follows form above that, if you have any concerns about irregularities in your financial position or that of your husband/ wife/partner/associated persons, you may wish to seek specialist accountancy advice to correct those irregularities before you instruct us. Be aware that all other professional, ie. Accountants, Estate Agents, Financial Advisors, etc, are also required to comply with the provisions of the Act.

If your own financial irregularities or those of your husband/wife/ partner/associated persons are not corrected before you consult a solicitor and/or you do not tell your solicitor the correct position about your financial affairs or those of your husband/wife/partner/ associated persons, if your solicitor becomes aware of the irregularities during the course of your case, in all circumstances she/he and you are required by the Act to disclose those irregularities to NCIS. Further, in rare circumstances, one consequence of this could be that you resolve your financial relationship with your husband/wife/partner/associated persons, only to find that you then become subject to an Inland Revenue investigation and/or criminal proceedings.

The obligations, which your solicitor has under the Act, shall override the duty of solicitor/client confidentiality. Except where there is pending litigation (which includes all types of civil litigations). In those circumstances, your solicitor does not have any duty to make a report to NCIS.

If any fee earner engaged in your case spends time in addressing issues arising for you from the Act, that time will be charged in the same manner as any other work undertaken in relation to your case.

7. MONEY LAUNDERING REGULATIONS 2003.

To comply with the recent Money Laundering Regulations, you need to be aware of the following.

1.Identity - We must have documentary evidence of your identity. We would be grateful if you can provide us with two pieces of identification, one with photograph (i.e. passport, driving licence) and one to verify your address (i.e. utility bill, bank statement etc). Please provide us with certified copies of the documents as requested or alternatively of you provide us with the original documentations, we shall obtain copies and return the originals to you.

2. Regulations - We are under a legal duty for the purpose of administrative requirement to comply with the following
•To recognise suspicious transactions and report them to the appropriate authorities.
•To have documentary evidence on our file of the origin of any cash payments received by us for any purpose exceeding the amount of £10,000. This is a mandatory requirement.
If we/you or other third party(s) to a transaction become subject to an investigation then we must ensure that there is a clear paper trail of where the funds originate.

All our staffs are fully trained with the above Legislation and our nominated Money Laundering Officer is Ishrat Noori.

8. PROPERTY TRANSACTION

8.1. Property Transactions- If we undertake any work relating to this, an account will normally be rendered either before or following the exchange of contracts and full payment is required prior to or upon completion. Where funds are payable to the client upon completion, amount due to the Practice shall be deducted from such funds unless otherwise agreed.

8.2. Administration of Estates - If we undertake any work relating to this, we will deliver interim accounts at intervals during the administration. An interim bill will normally be submitted when the Grant of Probate/letters of Administration, further interim account will be rendered periodically, and the final account will be preserved when the estate accounts are delivered for approval.

We do not undertake residential conveyancing works at our firm and may instruct another conveyancer to work if required, ie, remortgage, transfer of title in residential home. We will discuss with you regarding their costs and works when required. This will be dealt as disbursement, and you will need to pay money in account to cover their fees.

8.3. Other cases or transactions - It is normal for the Practice to require the client to pay sums of money from time to time on account of the fees and disbursements, which are anticipated in the following weeks or months. This is particularly relevant to litigation, which by its nature may take a considerable time to reach a conclusion. It is helpful if clients meet such requests with prompt payment to avoid delay in the process of their case. In transactions or cases likely to continue for more than one-month interim Account covering the work already carried out will normally be rendered monthly. In some cases, accounts may be rendered more frequently, for example when a considerable amount of time is spent within a short period. This procedure enables clients to budget for cost as the matter progresses.

In the event of any such account or request for payment on account not being paid, the Practice reserves the right to decline to act further in the case. In particular, in litigation cases we may apply to come off the court Record as acting for the client. The total amount of work done up to that date will be the subject of a final account rendered and will be a debt due from the client. Interest will be charged pursuant to the Solicitors remuneration Order 1994 (Article 14) from the date of delivery of an account in cases where payment is not made within 28 days of such delivery.

In cases of transactions continuing for some period of time, arrangement can be made for clients if they wish to make regular payments on account by way of Bank standing order.

9. COST RECOVERED

In some litigation cases a successful client may be entitled to the payment of costs by some other party to the proceedings. However, it is rare for the Detailed Assessment of Costs, as it is known, to result in the other party having to pay the full amount of the costs incurred by the client with their own solicitor. If the other party is in receipt of Public Funding (formerly Legal Aid), it is rare to recover the costs. However, should costs be awarded to you against an opponent, who is receiving Public Funds, then the legal Service Commission have set criteria as to how to recover these costs. Should you require further information on this please do not hesitate to contact us.

In the event the client is successful, and cost do fall to be paid b the other party, interest can be claimed on those cost against the other party, as from the date on which the order for cost was made. To the extent that any of the cost and disbursements of the Practice have been paid on account by the client, the Practice will account to the client for such interest but will otherwise be entitled to retain it.

While we strive to do the best, we can for our clients, occasionally a problem may arise in accordance with our professional obligations in that respect we do have a complaint handling procedure and full details of this will be sent upon your request.

10. INTEREST PAYMENTS

If the Practice hold money on the client's behalf, subject to the terms of this paragraph, interest will be calculated and paid to the client in accordance with the Solicitors Accounts Rule; subject to certain minimum amount and periods of time prescribed by the Rules, interest will be calculated and paid at the rate from time to time payable on our Practices client's account less a sum to take into account the administrative costs of calculation and payment in respect of each amount of interest as and when calculated. The period for which interest will be paid will normally be rum from the date on which funds are receive by the Practice until the dates of issue of any cheque in discharge thereof.

11. STORAGE OF PAPERS AND DEEDS

Following the conclusion of a transaction or case on behalf of a client the Practice will retain the client's file of papers for such a period as the Practice shall deem appropriate in the practice's absolute discretion.

Where stored papers are retrieved by the Practice by the Client's request, a charge will be made of £550 for such retrieval. However, the practice also reserves the right to make a charge based on the time spent in any perusal, correspondence, or other work necessary to comply with the instructions given by or on behalf of the client or former client.

12. TERMINATION

If at any time you wish this firm to cease work for you on this matter, please let us know in writing. We will then prepare a final bill in respect of all work done and deliver this to you as soon as practicable. Until that bill is paid the firm retains a 'lien' over the papers. We will of course release the papers to any new solicitors as soon as the account is paid.

12.1. We reserve the right to stop acting for you as your solicitor if: a) You do not pay our costs or money on account of costs in accordance with these terms of business; or
b) We cannot continue to act without being in breach of rules of professional conduct; or
c) We are unable to obtain clear instructions from you; or
d) For any reason there has been a serious breakdown in confidence between us.

13. FUTURE ISNTRUCTIONS

Unless otherwise agreed and subject to the application of the current hourly rates, these terms and conditions of business shall apply to any future instructions given by the client to this practice.

14. DIFFICULTIES

We believe it to be of the utmost importance that we keep you informed of progress being made and that whenever we request instructions and information or documents you provide the same with the minimum delay. Since our charges are usually directly linked to the time spent on a matter may we urge you not to cause us to spend more time than reasonably necessary on the case. We encourage the use of letter, email and fax, which are often more cost effective and efficient than the telephone.

15. INSURANCE AND LIMITATION OF LIABILITY

We have £3m of professional indemnity insurance arranged with which is hereby disclosed for the purposes of the Provision of Service Regulations 2009. The period of insurance is from 1st September 2024 to 1 March 2026, and we renew it each year. Our Policy No is UC SOL 3977700. Travelers Insurance Company Limited, 61-63 London Road, Redhill, Surrey RH1 1NA

16. PRIVACY STATEMENTS

We take privacy policy very seriously. We endeavour to keep your information safe. We collect your information only where it is necessary.

This firm's Privacy notice explains when and why we collect personal information about you; how we use it, the conditions under which we may disclose it to others and how we keep it secure. For clients of this firm, you should read this firm's Privacy notice alongside our general terms and conditions, which provide further information on confidentiality, data privacy etc. This notice does not apply to any websites that may have a link to ours.

If you have any questions about our privacy notices, please contact our Data Protection Representatives, via email info@issatsolicitors.co.uk, post to ISSAT TIMM SOLICITORS, 87 CHANCERY LANE, LONDON WC2A 1ET, or telephone 0207 965 7531.

ISSAT TIMM SOLICITORS

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