

**Vincent Sykes & Higham LLP (“The LLP”)
Terms of Business**

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Introduction

(a) Our Details

Vincent Sykes & Higham LLP is a Limited Liability Partnership registered under Partnership No. OC328992 in England and Wales. Our registered Office is Montague House, Chancery Lane, Thrapston, Kettering, Northamptonshire NN14 4LN. Our VAT registration number is 576 6674 83. We are regulated by the Solicitors Regulation Authority under Firm Number 466567. You may access the detailed professional rules applicable to us at <http://www.sra.org.uk/solicitors/code-of-conduct.page>.

(b) Definitions

The term "Partner" refers to a Member of the LLP or an employee or consultant with equivalent standing and qualifications. All Members of the LLP are Solicitors admitted in England and Wales.

(c) Status of our Terms of Business

The following Terms of Business, as modified by any variation from time to time agreed with you in writing, will apply to our provision of services to you. In the event of any inconsistency between these Terms of Business and any terms and conditions agreed between you and us in writing at any time, the latter shall prevail. These Terms of Business apply to the provision of advice and/or services in relation to any transaction on which you instruct us on or after 1 March 2010 and supersede all other Terms of Business and/or conditions sent to you for transactions in which we were already acting for you at that date.

(d) Disputes

Any dispute arising from our Terms of Business will be determined by the law of England and Wales and considered exclusively by the English and Welsh Courts.

(e) Copyright

We own the copyright and any other intellectual property rights in any work we create although you do have a licence to use our work for the purpose for which it was created. We reserve the right to be identified as the author of such work and to object to any unauthorised use of it.

(f) Third Party Rights

These terms do not create any right enforceable by any person who is not a party to them, therefore, no other person may rely on advice which we give to you or be protected by our obligations and services to you.

Section 1: Service Standards

- We shall endeavour to communicate with you in plain language.
- We shall regularly update you by telephone, in writing and by e-mail with progress on your matter at least every six weeks unless agreed to the contrary.
- We shall explain to you by telephone, in writing or by e-mail the legal work required as your matter progresses.
- We shall update you on the cost of your matter at least every six months or earlier if there is any anticipated change to the initial quotation we provide you with.
- Where relevant, we shall continue to update you on whether the likely outcome of your matter justifies the likely cost and risk involved whenever there is a material change in circumstances.
- We shall continue to update you on the likely timescales for each stage of your matter and any changes in our original time estimate.
- Where relevant, we shall continue to review whether there are alternative methods by which your matter can be funded.

Section 2: Responsibilities

The LLP is solely responsible for the services to be provided to you. The accompanying letter of engagement identifies the person(s) who will carry out the work in the matter on behalf of the LLP.

During the course of our retainer, our responsibilities to you may include:

- Regular review of your matter
- Advising you of any changes in the law relevant to your matter
- Advising you of any circumstances and risks of which we are aware of or consider to be reasonably foreseeable that could affect the outcome of your matter

During the course of our retainer, your responsibilities to us may include:

- Providing us with clear, timely and accurate instructions
- Providing us with all documentation required to complete the transaction in a timely manner
- Safeguarding any documents which are likely to be needed to be produced both before and during court proceedings.

Section 3: Communications

(a) Hours of Business

Our hours of business are 9:00am to 5:00pm, Monday to Friday. Any appointments or contact outside of these hours will be by mutual agreement only. We do not offer an emergency or out-of-hours service.

(b) Method of Communication

We aim to communicate with you by whatever method you request. We may need to virus check e-mails or discs. Unless you withdraw your consent, we will communicate with others when appropriate by e-mail or fax, but cannot be responsible for the security of the correspondence and documents sent by these means.

(c) Complaints

We are committed to providing a high quality legal service to all our clients. We hope that you will be pleased with the work that we do for you. However, if you are unhappy with any aspect of the service you receive or about a bill and the person handling your matter has been unable to resolve this issue, please contact Rhona Rowland who is our Client Care Partner, either in writing at our office address, by e-mail to rhona.rowland@vshlaw.co.uk or by telephone on 01832 732161. We will try to resolve any problem quickly and operate an internal complaints handling system. Full details of our internal complaints system will be provided for you upon acknowledgement of receipt of a complaint. In brief, our system allows for an internal appeal if you are not satisfied with our initial response or an independent review can be provided by the Northamptonshire Law Society who may be contacted on 01604 585653.

We are regulated by the Solicitors Regulation Authority which is the independent regulatory arm of The Law Society. The Legal Complaints service is the independent complaints handling arm of The Law Society. If you are ultimately not satisfied with our handling of your complaint you can ask the Legal Complaints Service to consider the complaint. They can be contacted at:

Victoria Court
8 Dormer Place
Leamington Spa
Warwickshire
CV32 5AE

Helpline - 0845 608 6565
enquiries@legalcomplaints.org.uk.

Section 4: Professional Indemnity Insurance

In the interests of clients and as required by our rules of professional conduct, we maintain professional indemnity insurance to the value of £3 million which covers all work carried out by the LLP worldwide. Our current insurer is:

WR Berkley (Europe) Limited
2nd Floor, Lime Street
London
EC3M 7AW

Tel: +44(0)20 7280 9000
Fax: +44(0)20 7280 9090

Section 5: Equality and Diversity

We are committed to promoting equality and diversity in all our dealings with clients, third parties and employees. Please contact us if you would like a copy of our Equality and Diversity Policy.

Section 6: Data Protection

We comply with the Data Protection Act 1998. We use the information that you provide primarily for the provision of legal services to you and for related purposes including:

- Updating and enhancing client records
- Analysis to help us manage our business
- Statutory returns
- Legal and regulatory returns

Our use of that information is subject to your instructions, the Data Protection Act 1998 and our duty of confidentiality.

You have a right of access under data protection legislation to the personal data we hold about you. Please tell us if you wish to see copies of this information. There is a £10 charge for this which must be paid in advance.

We may occasionally contact you in writing, by phone or by e-mail with marketing communications, which we believe may be of interest to you. If you do not wish to receive this information you should write to us at our registered office address or e-mail us at info@vshlaw.co.uk. Please note that our work for you may require us to give information to third parties such as professional advisors. We do not otherwise share your information with any third party organisations.

To the extent permitted by applicable law and rules, you agree that we may monitor electronic communications for the purposes of ensuring compliance with our legal and regulatory responsibilities and internal policies.

Section 7: Storage of Documents

(a) Matter files

After completing your work, we are entitled to keep your papers and documents while there is money owing to us for fees and expenses.

In addition, we will keep your file of papers in secure storage for a minimum period of 1 month after the date of our final bill on the understanding that we may electronically scan the file after that period. We will retain that electronic copy for a minimum period of 16 years. The paper file will be destroyed without further reference to you. However, should you object to us keeping an electronic copy of your file, there will be a charge of £25 plus VAT towards the cost of keeping your original paper file in safe storage for a period of not less than 6 years after the date of our final bill, or longer depending upon the nature of your matter.

If we take papers, documents or electronic records out of storage in relation to continuing or new instructions to act for you, we will not usually charge for such retrieval. However, we may charge you for time spent copying stored papers that are requested and reading, correspondence or other work necessary to comply with your instructions in relation to the retrieved paper or electronic records.

(b) Other personal documents

We provide a safe custody service to clients in respect of wills, deeds, powers of attorney and other original documents and no charge will be made to the client for such storage unless prior notice in writing is given to the client of a charge to be made from a future date to be specified in that notice.

Where stored papers, wills, deeds, powers of attorney or other documents are retrieved from storage by us in connection with continuing or new instructions to us to act in connection with the clients' affairs, normally no charge will be made for such retrieval. However, we reserve the right to make an administration charge based on time spent in retrieval and any perusal, correspondence or other work necessary to comply with the instructions given by or on behalf of a client or former client for whom papers, wills, deeds, powers of attorney or other documents are stored.

Section 8: Vetting of Files

We have been awarded the Lexcel quality standard of the Law Society. As a result, we are subject to periodic checks by outside organisations. This could mean that your matter file is selected for checking, in which case we would need your consent for inspection to occur. These external organisations are required to maintain confidentiality in relation to your matter file(s). Since very few of our clients do object to this we propose to assume that we do have your consent unless you notify us to the contrary. We will also assume, unless you indicate otherwise, that your consent will extend to all future matters which we conduct on your behalf. Please contact us if you require any further explanation or if you object to inspection of your matter file(s). However, if you prefer to withhold consent, work on your file will not be affected in any way.

Section 9: Limitation of Liability

In the interests of clients and as required by our rules of professional conduct, we maintain professional indemnity insurance. However, despite our best efforts we may make a mistake, by which we mean any breach of our duties to you. If we do, and we are liable to compensate you, you agree that our liability is limited in the following respects:

- the LLP is the legal entity providing advice to you and no Partner or employee of the LLP will be separately liable to you in respect of any negligent advice, acts and omissions
- our maximum liability for any mistake including negligent advice, acts and omissions (except for fraud) is £3 million (unless a different amount is agreed with you in writing). Where our negligence causes death or personal injury no limit applies. where the LLP or an employee or Partner of the LLP causes you loss through fraud, they are liable to you without limit
- this overall limit applies whether the mistake affects just one piece of work we do for you or several, so long as it is the same or a similar mistake;

- for the purposes of the overall limit, more than one mistake on a matter or transaction is considered as one mistake;
- we are liable for loss that we directly cause and for any indirect or consequential loss or loss of anticipated profit or other benefit, where the total liability does not exceed £3 million. Otherwise we have no liability for any indirect or consequential loss or loss of anticipated profit or other benefit;
- we are not liable to the extent that our mistake 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);
- 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.

These limits apply to the maximum extent that they are permitted by law.

Section 10. Termination of Retainer

(a) Termination generally

You may terminate your instructions to us in writing at any time, but we will be entitled to keep all your papers and documents while there is money owing to us for our charges and expenses. If at any stage you do not want us to continue doing work and/or incurring charges, you must tell us this clearly in writing. If we decide to stop acting for you, for example if you do not pay an interim bill or comply with a request for payment on account, we will tell you the reason and give you reasonable notice in writing. Unless terminated earlier, our engagement on each transaction we undertake for you will terminate 30 days after dispatch of our final bill.

If you or we decide that we should stop acting for you, you will pay our charges up to that point. Details of how these charges will be calculated will be provided in the accompanying engagement letter.

(b) Distance Selling

If we have not met with you prior to our acceptance of your instructions, the Consumer Protection (Distance Selling) Regulations 2000 may apply to your matter. This means that you have the right to cancel your instructions to us within seven working days of receiving our engagement letter. You can cancel your instructions by contacting us by post or by fax to our office.

Once we have started work on your matter, you may be charged if you then cancel your instructions. For further details of termination of retainer, please refer again to section 10(a) above.

Section 11: Money Laundering Regulations 2007

You accept that we must comply with the Money Laundering Regulations 2007 and our professional rules regarding money laundering and proceeds of crime. In order to comply with these requirements, we need to obtain evidence of your identity and that of other relevant people involved in your matter as soon as is practicable. Our accompanying letter of engagement sets out the different documents which can be used to verify your identity and address. We will not be able to receive money from you or pay it on until this check has been made. Please note that we will continue to monitor your transaction and may require further information from you in order to keep our records up to date.

We are professionally and legally obliged to keep your affairs confidential. However, solicitors may be required by law to make a disclosure to the Serious Organised Crime Agency where they know or suspect that a transaction may involve money laundering or terrorist financing. If we make a disclosure in relation to your matter, we may not be able to tell you that a disclosure has been made. We may also have to stop working on your matter for a period of time and may not be able to tell you why.

Section 12: Mortgage Lenders

In some transactions, we may act both for a client and persons or institutions lending money to the client to fund the transaction. A typical example would be for a house purchaser and their mortgage lender, but it can also occur with commercial property transactions, re-mortgages and some commercial business acquisitions. In those circumstances we reserve the right to advise the lender client of all relevant information we receive in the course of the transaction and, accordingly, the borrower client waives the right to require us to keep such information in confidence from the lender.

Section 13. Costs

(a) Calculation of our Fees and Expenses

Unless and until an alternative fee arrangement has been agreed and confirmed in writing by us, the basis for calculation of our fees is described below and is mainly by reference to time spent by each professional member of staff dealing with the matter, the time charged being all time spent on the client's affairs. This will include attendances upon the client and others; any time spent travelling; considering, preparing and working on papers and correspondence; making and receiving telephone calls.

Each professional member of staff's time is charged out at an hourly rate which reflects overhead costs. The current hourly rates for those acting on your matter will be set out in the accompanying letter of engagement. These rates do not include VAT, which is added when an invoice is prepared. Hourly rates are normally reviewed once a year and take account of changes in salary and other overhead costs. You will be notified of any revision of rates occurring during the continuance of a matter. These rates may not be appropriate in cases of exceptional complexity or urgency. Where it becomes apparent that such circumstances exist we reserve the right to terminate the instructions from you unless such revised rates are agreed in substitution.

Where the instructions of a client require that interviews take place, or other work is carried out, necessarily outside our normal office hours, we reserve the right to increase the level of the hourly rate.

In property transactions, in the administration of estates and in transactions involving a substantial financial consideration or benefit to the client, fees may be calculated both by reference to the time spent and also by reference to a value element based on e.g., the price of the property, 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 on the LLP.

Fees are payable whether or not a matter is successfully concluded or completed. Unless otherwise agreed, if any matter does not proceed to completion for any reason during the period in which we are instructed, then we shall be entitled to charge for work done on the basis set out above, but in our absolute discretion we may waive part or all of such entitlement to fees.

Disbursements include payments made by us on behalf of the client, e.g. for such items as court fees, counsel's fees, fees for medical reports, search fees, Land or Probate Registry fees, etc. We have no obligation to effect such payments unless funds have been provided by the client for that purpose. VAT is payable on certain disbursements.

On occasion, we may make an error in calculating a payment to a third party that you are obliged to pay as part of a transaction on which we are working for you. In the event that this results in you making an overpayment, we will use our best endeavours to recover this for you. If you make an underpayment, our error will not remove your obligation to make the full amount of the payment to the third party, although if you can show that you have suffered a direct loss in reliance on our miscalculation then we will be liable to you for that loss subject to section 9 above.

(b) Partnerships, Companies & LLPs

Where our clients for the purposes of this engagement are a partnership, then each of the partners shall be jointly and severally liable for our fees and disbursements. Where our client is a company or LLP, then the directors shall be directly liable for our fees and disbursements in the event that the company or LLP fails to pay them. When accepting instructions from a company or LLP, we may ask a director and/or controlling shareholder to sign a personal guarantee in respect of our costs, and we reserve the right to refuse to act if such a guarantee is not signed.

(c) Introductions and Referrals

In some transactions we may have a financial relationship with a third party such as an estate agent or a financial adviser who has referred your matter or introduced you to us as a client. Despite this financial relationship, we will provide you with independent advice and you are able to raise questions with us about any aspect of your matter. If your matter is affected in this way, we will provide you with full details of our financial relationship before confirming acceptance of your instructions.

Any information you provide to us during your matter will not be shared with this third party referrer/introducer unless you agree. However, because we may be acting for both you and this third party referrer/introducer, we may have to stop acting for both of you if there is a conflict of interests.

(d) Litigation Costs

If your matter involves certain types of litigation, you may be entitled to claim the payment of our fees and expenses by another party to the proceedings. You should note that the primary liability for fees and expenses owed to us by you is yours, even in a case where it is expected that an order for our fees and expenses will be made against the other party. Even if you do obtain an order for payment of our fees and expenses by the other party, there may be a shortfall between what is considered by a court or tribunal to be reasonable and fair for that third party to pay by way of costs and expenses and the full amount of the costs and expenses that you owe us. Unless otherwise agreed, you will be liable to us for this shortfall. If the other party is in receipt of legal aid, your fees and expenses are unlikely to be recovered and you will remain liable to us for the full amount of our fees and expenses.

In the event that you are successful and costs do fall to be paid by the other party, interest can be claimed on those costs against the other party as from the date on which the order for costs was made. To the extent that any such fees and expenses incurred by us have been paid on account by you, we will account to you for such interest but will otherwise be entitled to retain it. Further, the costs of seeking to enforce any such order for costs against another party have to be met by you.

If you are unsuccessful in litigation you may be ordered to pay the other party's own legal fees and expenses and that money would be payable in addition to the fees and expenses payable to us by you. Arrangements can be made to take out insurance to cover such liability. You must tell us at the outset of your matter if you are aware of any arrangements such as Legal Expenses Insurance available to you either for the payment of our fees and expenses or to pay any costs that you may have been ordered to pay to an opponent. If protection is not available to you from any other source you should talk to us about whether to purchase "after the event" legal expenses insurance.

Further information on costs in litigated matters is available in our information sheet "Information on Matters involving Court proceedings" which will be provided for you if relevant.

(e) Public Funding

We do not undertake any work which is funded by the Legal Services Commission. If you believe you may be entitled to public funding and you have not already discussed this with us then you must notify us immediately. Otherwise, we shall continue to act for you on the basis that you have chosen not to apply for public funding even if you may be eligible.

(f) Assessment of Costs

If you are not satisfied with the amount of our fees you have the right under Part III of the Solicitors Act 1974 to apply to court for assessment of our costs. Further information is available on request.

Section 14: Financial Arrangements

(a) How we handle Client money

We are bound by strict rules covering the way in which we handle client money. We cannot usually pay out any money on your behalf until we are in possession of cleared funds. Any cheques must therefore be received by us at least seven days before money is to be paid out on your behalf. Similarly, if we receive any cheques for you, these must clear through our bank before we can pay you. In property transactions, money may be requested by us from the lender in advance of the completion date to ensure that the necessary funds are available in time for completion. If we are acting for you in such a transaction then please be aware that your lender may charge interest from the date that they send funds to us, whether it be by cheque or electronically.

Our practice is to accept cash from clients only up to the value of £1,000. Please tell us if you think this may be a problem. If you try to avoid this policy by depositing cash directly with our bank, we may decide to charge you for additional checks we decide are necessary to prove the source of these funds.

Where we have to pay money to you, it will be paid by cheque or bank transfer. It will not be paid in cash or to a third party. We try to obtain electronic banking details from our clients and to return any funds due to you by BACS payment. However, if we send funds to you by way of cheque at the completion of a transaction and you fail to encash that cheque or any replacements subsequently sent to you, within 6 months of their despatch to you, we reserve the right to cancel and re-issue the cheque and charge a fee of up to £30 (plus VAT) per uncashed cheque to reflect the administrative work involved in processing the cancellation and re-issue. This is in addition to any charge our bank may make in respect of cancellation of cheques which we may also invoice you for.

(b) Client Bank Accounts

If the completion of our work for you requires us to hold funds on your behalf, those funds will be held in our bulk client accounts with either of the LLP's banks. We currently bank with HSBC Bank plc and the Royal Bank of Scotland Group. We will continue to keep our banking arrangements under review. However, in the event that our banks become unable to repay amounts deposited with them on demand, we may have no liability to you for that failure or for any inability to return your funds to you.

We have contacted the UK Financial Services Compensation Fund who have advised us that each of our clients holding money within our bulk client accounts would be treated as separate entities for the purposes of any compensation payment (currently capped at £50,000) in the event of a bank failure. Compensation payments would be limited to private individuals or small businesses. If, however, you also hold other personal monies in the same bank as our client account, the limit of compensation which may be due to you remains £50,000 in total, including your own personal funds. If you are concerned by this or require further advice, please do not hesitate to contact us.

(c) Payment of our fees and expenses

(i) Residential Property Transactions

Our account for fees and expenses will normally be rendered shortly before completion of the transaction and payment is required prior to or upon completion. Where money is payable to you upon completion, the amount of our account shall be deducted from this money unless we agreed otherwise in advance.

(ii) Administration of Estates

It is our usual practice to deliver interim accounts at intervals during the administration. An interim bill will normally be submitted when the Grant of Representation has been obtained. If it then transpires that it will take some time to complete the administration, further interim accounts will be rendered periodically and the final account will be represented when the estate accounts are delivered for final approval.

(iii) Other Cases or Transactions

It is our practice to ask clients to pay sums of money from time to time on account of the fees and expenses which are anticipated in the following weeks or months. It is helpful if clients meet such requests with prompt payment to avoid any delay in the progress of their case. In matters likely to continue for more than one month, interim accounts covering the work already carried out will normally be rendered monthly. This procedure enables clients to budget costs as the matter progresses. In the event of any account or request for payment on account not being paid, we reserve the right to decline to act further in the case. The full amount of work done up to the date will be the subject of a final account rendered and will be a debt due from the client.

(d) Fees borne by other persons

In some transactions, a third party may agree to make a contribution to your fees. In all such cases and unless otherwise agreed, our fees to you will be calculated independently of the amount of such contribution. In the event that our fees for the transaction exceed the amount of the contribution, our client is liable for the remainder.

(e) Payment of Interest to us by you

Unless otherwise indicated on our invoice, our fees are payable within 28 days of the invoice. We are entitled to charge interest on the outstanding amount of any invoice in accordance with article 5 of the Solicitors' (Non-Contentious Business) Remuneration Order 2009. Interest may be charged at the rate of 3 ½ per cent above the Bank of England base rate on invoices unpaid 28 days from the date of invoice. In matters continuing for some period of time, many clients find it convenient to arrange regular payments on account by way of bank standing order. Details are available on request.

(f) Payment of Interest to you by us

If we hold money on your behalf in our general Client Account we will, subject to the terms of this paragraph, pay interest to you in accordance with the Solicitor's Accounts Rules 1998 (the "Rules") which provide that subject to certain minimal amounts and periods, notional interest is payable at the same rate as you would receive from our Bank. The calculation we apply is that provided by the Rules. Unless we hold your money for less than 1 week, if the interest exceeds £20, the full amount of the interest will be paid to you and is paid gross (i.e. without deduction of tax). We will retain the interest if it does not exceed that amount.

If, on the other hand, the money is held in a separately designated client account and if you are a company or an LLP all of the interest received on that account will be paid to you gross. If you are an individual that interest will be paid to you net of tax.

In all cases, you are responsible for accounting to HMRC for any tax due on interest paid to you by us.

Section 15. Financial Services

(a) Investments

The LLP is not authorised under the Financial Services and Markets Act 2000 but we are able, in certain circumstances, to offer a limited range of investment services to you because we are regulated by the Solicitors Regulation Authority. We can provide these investment services if they are an incidental part of the professional services we have been engaged to provide.

If you have any problem with the service we have provided for you then please let us know. We will try to resolve any problem quickly and operate an internal complaints handling system to help us to resolve the problem between ourselves. If for any reason we are unable to resolve the problem between us, then the Solicitor's regulation Authority and the Legal Complaints Service provide complaints and redress mechanisms.

The Law Society is a designated professional body for the purposes of the Financial Services and Markets Act 2000 but responsibility for regulation and complaints handling has been separated from the Law Society's representative functions. The Solicitor's Regulation Authority is the independent regulatory body of the Law Society and the Legal Complaints Service is the independent complaints handling body of the Law Society.

(b) Insurance Mediation Activity

The LLP is not authorised by the Financial Services Authority. However, we are included on the register maintained by the Financial Services 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 who can be contacted at Ipsley Court, Berrington Close, Redditch, B98 0TD, Tel: 0870 606 2555. The register can be accessed via the Financial Services Authority website at <http://www.fsa.gov.uk/register>.

If we carry out insurance mediation activity during the course of this matter (e.g. search indemnity, defective title indemnity, missing beneficiary indemnity, unoccupied property insurance), you should be aware that we only select

products from a limited number of insurers, (details available on request) but we are not contractually obliged to conduct business in this way.

(c) Tax Advice

Any work that we do for you may involve tax implications or necessitate the consideration of tax planning strategies. We may not be qualified to advise you on the tax implications of a transaction that you instruct us to carry out or the likelihood of them arising. If you have any concerns in this respect, please raise them with us immediately. If we can undertake the research necessary to resolve the matter, we will do so and advise you accordingly. If we cannot, we may be able to identify someone to assist you.