

Transfer of Equity

Information Questionnaire

Please complete this form and return it to us as soon as possible either by post or by email using the email address in the accompanying letter to enable us to start work for you. We will contact you for more information about the property once we have your confirmation to proceed.

You can complete this form as an email reply if you have received it by email or you can find the form on our website www.franklins-sols.co.uk where you can download a version you can complete online and return to us. We will treat your email or online reply as your signed confirmation that we can proceed.

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Silbury Boulevard
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Tel: 01908 660966
Fax: 01908 558000

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NN1 1JX
DX: 12471
Tel: 01604 828282
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E-mail: info@franklins-sols.co.uk

Website: www.franklins-sols.co.uk

Client Details

Client and transaction details and instruction authority

* Mandatory fields

** Mandatory field: Available at the bottom of your passport's photo page. Please include all chevrons shown (>). If you have completed this PART 1 form already for a related sale or purchase you don't need to answer these questions again, provided everyone involved as the owner, either seller or buyer, has also previously provided this information.

	Client	Joint Client (if applicable)
Title* (Mr, Mrs, Ms etc)		
Forename*		
Middle names(s)*		
Surname*		
Date of Birth*		
Address*		
Postcode*		
Occupation*		
National Insurance Number*		
Driving Licence Number*		
Email		
Telephone*		
Home		
Work		
Mobile		

Passport* CLIENT – Machine Readable Number**		
Line1**		
Line2**		
Expiry Date		

Passport* JOINT CLIENT – Machine Readable Number**		
Line1**		
Line2**		
Expiry Date		

1 Address of the property to be transfer

Postcode

2 Full names of current registered owners

3 Full name of parties to whom the property is to be transferred

4 Please state the current address for the party giving up the property

5 Do you have any loans/charges secured against the property?

Yes ☐

No ☐

If yes, please complete the section below.

Holder of the Deeds (usually the principle lender:	
Address where the Deeds are held:	
	Postcode
Account Number (mandatory)	

6 What is the approximate amount currently outstanding on the mortgage?

£_____

7 If the mortgage is endowment linked please confirm your intentions with regard to the life policies

8 Has consent been obtained from your lender to the proposed transfer?

Yes ☐

No ☐

9 If you do not have a mortgage, do you hold the Title Deeds?

Yes ☐

No ☐

If not please advise me of their location

10 Is there to be any consideration monies passing between the parties?

Yes ☐

No ☐

If so, please state the amount and who is to receive the same

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11 What is the approximate current value of the property to be transferred?

£ _____

12 Is the transfer subject to a court order?

Yes ☐

No ☐

If yes please supply a copy

Enclosed ☐ To follow ☐

13 Please confirm the name and address of the solicitors acting on behalf of the other party.

Name	
Address	
	Postcode

14 Please list all persons who occupy the property, their respective ages and relationships to you.

Name	Age	Relationship
Name	Age	Relationship
Name	Age	Relationship
Name	Age	Relationship

15 Please confirm the other party has consented to the transfer.

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Please forward to us all deeds and documents you hold which relate to the property as soon as possible.

Important Note: Your mortgage lender will want to see you have authorised us to obtain such deeds as they hold and also obtain a current mortgage statement therefore by signing below and returning, or emailing, this completed document back to us will be treated as your authority.

Signatures

Signature _____ Signature _____

Print Name _____ Print Name _____

Date _____ Date _____

Explanatory Notes

A Transfer of Equity is the name given to a process for changing the ownership in a property.

These notes are intended as a general overview and deal with the more usual implications arising from your instructions to affect a Transfer of Equity. They do not seek to imply that any one or more of the examples given apply in your specific case.

On the face of it the process would appear to be straightforward and it is hard sometimes to think of what problems could occur. By way of example, in a situation where the property is owned outright by one person with no mortgage and he or she wishes to give an interest in part of the property to someone else, then provided the nature and purpose of the gift has been agreed there should be very little problem. The transfer could happen within a matter of a week or so following investigation of your title and right to do so.

However, such an example does not often arise. It is more commonly the case that there is a mortgage involved and the matter also becomes more complex if, instead of it being a case of adding an owner to the title, it is one of taking the name of an owner off the title deeds.

In such situations there are a number of stages to be completed.

- Your lender must agree to the transfer. This could take some time whilst the lender satisfies itself of the ability of the “new” owner or owners to maintain the mortgage payments.
- Any remaining owner and departing owner must agree terms and there may be the need for separate representation for each party.
- The mechanism for transfer and, where applicable, the method of payment of any consideration for the transfer will need to be agreed.
- It may be necessary to arrange additional funding from the existing lender or finance the transfer by arranging a new mortgage altogether. In which cases additional legal work may be required by your lender.
- Sometimes further negotiation between parties may be required.

Each one of these situations may give rise to a delay which can cause frustrations. However, it is important to remember that your solicitor can only work with you in full partnership and will rely on help from you to progress the transfer.

Once the agreement of all parties is in place – including that of the lender – the preparation of the Transfer Deeds, Mortgage Deeds, Deeds of Trust and revisions to Wills need to be undertaken. Deeds have to be signed and a completion arranged very much along the same lines as if the property were being purchased for the first time.

This information sheet is intended to be very much a general note concerning the issues which may arise in a Transfer of Equity. Your own specific requirements, however, will be discussed with you in detail so that the plan for the work to be carried out can be ascertained before we start. At that stage we hope to be able to identify all the potential issues and advise you of their impact. If any points or queries arise from these explanatory notes please contact us immediately.

Thank you for your understanding.

Franklins Solicitors LLP

TERMS AND CONDITIONS WITH FRANKLINS SOLICITORS LLP Conveyancing

This document sets out Franklins' aims and the terms under which the firm will carry out your legal work.

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| 1. Practice Management & Quality Assurance | 8. Storage of Papers and Documents |
| 2. Confidentiality | 9. Termination |
| 3. Charges and Expenses | 10. Communication Between You and Us |
| 4. Payments on Costs and Payment of our Fees | 11. Conduct |
| 5. Banking and Interest Payment Policy | 12. Identity |
| 6. Payments Made on Your Behalf | 13. LLP and Limitation of our Liability |
| 7. Conclusion of your Matter | 14. Status Disclosure |
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1. PRACTICE MANAGEMENT & QUALITY ASSURANCE

Franklins Solicitors LLP is an independent firm of solicitors and our aim is to provide a high quality service to you by dealing with your matter as effectively and expeditiously as possible and to secure a satisfactory result so that you and any of your family, friends or colleagues will use our services at some stage in the future should the need arise.

During the course of the matter you will be kept fully advised of all developments on a regular basis either by telephone, e-mail or by letter, and where appropriate forwarded copies of any relevant correspondence. You are, of course, quite welcome to contact your lawyer for a progress report at any other time. We are always happy to meet with you but on appointment only, we regret we cannot see you without an appointment. If for any reason your matter is transferred to a new lawyer to deal with, your new lawyer will telephone you to introduce themselves.

Please note that you will immediately be advised of any developments in your case as and when they arise and your instructions will be sought if there is perceived to be any change to the current case plan.

Franklins are proud to have achieved ISO9001, Lexcel, Investor in People and Conveyancing Quality Scheme quality awards. We constantly review and update our practice procedures to ensure that a first class service is always provided to our clients.

2. CONFIDENTIALITY

It is likely that during the course of this retainer certain information may have to be disclosed to third parties, for example, expert's reports. We will only disclose such information having discussed the matter with you and obtained your consent to disclosure or where we are under a professional obligation to disclose, or where the information is of a general or public nature and its disclosure is helpful to progress the matter to a successful conclusion.

Solicitors are under a professional and legal obligation to keep the affairs of clients confidential. This obligation, however, is subject to a statutory exception: recent legislation on money laundering and terrorist financing has placed solicitors under a legal duty in certain circumstances to disclose information to the National Crime Agency. Where a solicitor knows or suspects that a transaction may involve money laundering or terrorist financing, the solicitor may be required to make a money laundering disclosure. If, while we are acting for you, it becomes necessary to make a money laundering disclosure, we may have to stop working on your matter for a period of time and may not be able to inform you that a disclosure has been made nor the reasons for it.

In accordance with the Money Laundering Regulations 2017, we may be audited by our bank in respect of monies we hold in client account. If your matter is called for such audit purpose we will be obligated to provide the bank with copies of the due diligence (from a financial perspective) undertaken on your matter. The information is required to be provided to the bank within two days of their request.

Confidentiality is of paramount importance and your file will not be disclosed to any other party save with your express consent. However, in the interests of ensuring that we maintain high standards of service to you we do permit external audit of our systems by our financial auditors, the auditors for ISO 9001, Lexcel, Conveyancing Quality Scheme and the assessors for Investors in People. As a result your file may be called for audit and we will therefore presume that you consent to this unless you specifically indicate to the contrary when signing this form.

Franklins Solicitors LLP is registered under and complies with the provisions of the Data Protection Act 1998. Any personal data relating to you gathered by us will only be used in accordance with these provisions.

Please note as part of the long-term approach to data security the firm may send emails to you via the Egress Switch Secure Email and File Transfer. Egress Switch enables users to send and receive sensitive data securely. To access an email sent to you via the Egress Switch you will be asked to register for a free account. It is a simple one off process enabling you to access and reply to future emails via the Switch portal. Information in respect of Egress Switch is available at our website. <http://www.franklins-sols.co.uk/site/helpful-resources/egress/>

3. CHARGES AND EXPENSES

Our confirmation of instructions letter sets out for you the basis upon which your instructions to Franklins Solicitors LLP are to be funded. These are provided following our assessment of the nature of your instruction and the available options. Solicitors are under a professional obligation to advise you of the potential funding options available to you irrespective of whether they are suitable for your particular case or unavailable from this practice. They are:-

- Private fee paying basis – Fees and disbursements are payable in response to an invoice raised irrespective of outcome of the action.
- Conditional fee agreement – Otherwise known as a "no win no fee" agreement. Fees become payable upon successful conclusion of the case irrespective of whether a judgment is paid.
- Damages based agreement – Entitling legal fees to be deducted from an award of compensation of up to 50%. Such fees are only payable on what compensation is actually recovered.
- Before the event insurance – Certain insurance policies contain legal expense cover limited to a number of different types of action. It is your responsibility to consider any such policy and whether it would apply to your circumstances.
- After the event insurance – In order to secure after the event insurance it will be necessary to present the facts of the case to an Insurer to ascertain if they will

consider indemnifying you for any costs incurred in the event that you are unsuccessful.

For this particular instruction our charges will be on the following basis:-

Our fees are calculated by reference to the time spent by the person/s involved as well as the level of care and attention required and delivered. These costs will include advising, attending on you and others, the preparation and consideration of documentation, research, correspondence, telephone calls, faxes, case conferences and travelling and attendances at Court and elsewhere. The hourly rate applicable will be reviewed annually. Routine letters and routine telephone calls are charged as 1 unit of 6 minutes. Longer letters and calls will be charged on a time basis.

In addition to the time spent, we may take into account a number of factors which include the complexity of the issues, the speed at which action must be taken, the expertise or specialist knowledge which the case requires and, if appropriate, the value of the property or subject matter involved. On the basis of the information currently available, we expect these factors to be adequately covered by the hourly rates. The rates may be higher if, for example, the matter becomes more complex than expected; we will notify you of this. We will add VAT to our charges at the rate that applies when the work is done.

Receiving a gifted deposit. In the event that you receive a gifted deposit either from a family member or any other person/organisation as part of your transaction, we are required (in addition to possibly having to declare such gifted deposit to any Mortgage Lender that you may be borrowing monies from) to undertake due diligence checks on the donor/s. Accordingly there will be a charge for the completion of these checks.

On occasions you may incur additional disbursements (which are costs necessarily incurred in the transaction) e.g. your lender requiring the bank transfer of funds to redeem your mortgage. These costs will be invoiced to you but we may not know of the requirement for them to be paid until later in the transaction. Please also note that certain lenders debit a deeds production fee to your mortgage account.

Some transactions require you to obtain an independent valuation report before you can proceed e.g. purchase of further shares (also known as staircasing) in shared ownership transactions and redemption of a Help to Buy mortgage. It will be your responsibility to obtain an independent valuation from a RICS or similar qualified surveyor at the outset of the transaction and to ensure that the report remains valid throughout. Any costs incurred in obtaining the report or having the validity of it extended will be solely your responsibility.

Any costs and fees estimate and / or retainer request given would be provided based upon the known facts of your matter at the time the estimate and retainer request is given or made and they are therefore subject to review in the event of unforeseen developments. We will give you regular updates on fees expectations and the sufficiency of any retainer and you are always welcome to ask for interim notifications at any time.

Sometimes clients make appointments and are then unable to attend. Providing at least 24 hours notice of such a cancellation is given, then no charge will be made. In the event of cancellation within 24 hours of the appointment then a charge of £50.00 + VAT may arise.

If, for any reason, this matter does not proceed to completion, we will charge you for work done and expenses incurred and we will be entitled to keep all your papers and documents while there is money owing to us for our charges and expenses.

Interest will be charged on any invoiced amounts unpaid for 28 days or more at 4% over bank base rate for the time being and we also will charge for all work required in obtaining payment of invoices which have remained unpaid for 28 days or more.

Charging for compliance with an order: In the event that we are required to respond to a lawful notice/order from a law enforcement agency relating to this retainer, we will charge you for our time spent in complying with the said notice/order. Please note however, we may not be able to discuss with you our compliance with the notice/order.

4. PAYMENTS ON COSTS & PAYMENT OF OUR FEES

1. Payment of fees

Payment of all invoices is due within 28 days, unless we have agreed Interim Billing.

Our bills can be paid by:-

- Cheque
- Credit card
- Debit card
- Online banking

If we have agreed to operate interim billing we will issue you with an interim invoice on or around the 25th day of each month on account of work undertaken.

We have two options for payment of interim bills:-

Option 1 – We request a retainer of £750 on commencement and bills can be paid using the methods above within 14 days.

Option 2 – We request a retainer of £450 on commencement and ask our clients to complete a Debit Card Authority Form. The form gives us authority to automatically withdraw payment of our bills after 14 days from your bank account.

In the event that payment is not made within that period we will take no further action on your behalf until the account is settled in full. If you have any queries in relation to this particular subject then please do not hesitate to contact us.

On conclusion of your matter, a final invoice will reconcile total costs due with the amount paid on account for the whole of the period of the retainer. This will include any final adjustment to take account of items referred to in the previous section on Charges and Expenses. On completion if all bills and costs have been settled in full the retainer will be repaid in full.

2. Payment of costs

It is our normal practice to ask clients to make a payment on account of fees or expenses which we expect to be incurred, or to discharge an unpaid invoice, or to reimburse a payment made by us on your behalf.

3. VAT

Our estimates charges and disbursements are exclusive of any taxes and will be subject to the addition of VAT where appropriate. Our VAT registration number is 365 919 316.

4. Methods of Payment:-

We accept the following methods of payment; for ease of reference the clearance time of each payment method is indicated in brackets:-

Telegraphic Transfer (TT) (immediate)

Faster Payment Service (next working day)

BACS (next working day)

Debit Card (maximum £4,000) (up to 4 working days including the day payment is received)

Banker's Draft (4 working days)

Cheque (8 working days)

By Credit Card (4 working days) Please note we are only able to accept a credit card payment for settlement of Franklins Solicitors fees and VAT thereon. (We cannot accept a credit card payment for expenses or other fees e.g. Counsel/Search's)

We require cleared funds on account in order to begin work on your matter. Please speak with your Fee Earner if you have any questions relating to payment methods.

We regret we also do not accept cash

Please note that if any clients pay cash contrary to this policy by, for example, depositing cash direct with our bank we reserve the right to charge for the additional checks necessary regarding the source of the funds. The minimum charge for such enquiry will be £100.00 plus VAT.

We do not accept payment by any of the following:-

- (a) Diners Club
- (b) American Express

5. BANKING AND INTEREST PAYMENT POLICY

1. Protection

Our Client Account bankers are Lloyds Bank plc, Lloyds Court Central Milton Keynes. Our Designated Client Account bankers are Lloyds Bank plc, Central Milton Keynes. All client monies held by us are in a protected and separately nominated "Client Account" with our bank. Monies held for a longer duration than say one month will be held in a separate Designated Clients Account with our bank. Examples of where this may apply are in relation to balance purchase monies on a delayed completion, deposits on account of future legal fees, the accumulation of monies on a probate administration or the collection of a client's debt in instalments. In the event of a banking failure it is unlikely that the firm would be held liable for any losses of client account money. If a corporate body client is not considered a small company for the Financial Services Compensation Scheme (FSCS) then they will not be eligible for compensation. The £75,000 FSCS limit will, however, apply to each individual client. This means that if you hold other personal monies yourself in the same bank as our client account then the limit remains £75,000 in total, so it may be advisable to check with your own bank as some banks now trade under different trading names. In the event of a bank failure you agree to us disclosing details to the FSCS.

2. Timing of payments to us

We do require client funds to be cleared in our possession at least 24 hours prior to use.

3. Specific Transactions

We do not hold client monies on a general banking arrangement and therefore all monies sent to us by you must be for a specific transaction.

4. Interest

We do not carry out a banking or investment service, we only hold client monies for a specific purpose and generally only for a short period of time. We do not pay interest on client deposits that are with us for less than 28 days. We do not pay interest if the gross interest accrued is less than £50.00. Subject to the above interest will be paid on client monies at a rate 0.25% below the deposit interest rate paid by Lloyds Bank plc for the time being on the Client Account. Monies held longer term in a Designated Deposit Account will attract the full interest on a daily rate as paid by the bank for the time being.

5. Client Agreement

Acceptance of our standard Terms and Conditions will indicate an agreement by you to the Banking and Interest Payment Policy.

6. PAYMENTS MADE ON YOUR BEHALF

If your matter involves a transfer of e.g. purchase monies from ourselves to another firm of solicitors, please be aware that we will need to have cleared funds in our client account before we can sanction any payment out. This means that the best ways of transferring money to us for these purposes are as follows:

1. Direct transfer from your own bank. The instruction will need to be given by you to your bank for a "CHAPS" payment and they will possibly charge you a fee for the transfer. However the transfer effects an immediate movement of cleared funds and we are therefore able to use them as soon as we are notified of receipt. Our links with our bank are online and we have immediate notification. Please note this reference to transfer does not apply to your direct transfer to our account using your online facilities with your own bank. Such transfers can still take 3 – 4 working days.
2. By Faster Payment Service from internet or telephone banking service if this is provided by your bank. Receipts are usually within a few hours of sending and will be treated as cleared. The payment must be by the Faster Payments Service and not merely an online transfer.
3. Bank draft or building society cheque. Although guaranteed for payment purposes these will still take a minimum of 4 working days to provide cleared funds to our account.
4. Debit card. We can take monies from your account by this method but we would need your specific instruction to do so even though we have an arrangement for payment of interim invoices etc. by this method.
5. Personal cheque. Please note that a personal cheque can take up to 8 working days to clear.

Please note that we **cannot** accept payment made by the following means:-

1. Cash paid to our offices
2. Cash paid directly into our account either at our local branch or via any other branch/bank. Please note that if clients pay cash contrary to this policy we reserve the right to charge for the additional checks necessary regarding the source of the funds. The minimum charge for such enquiry will be £100.00 plus VAT.
3. Credit card (except for payment of our fees outlined in section 5.2.4)
4. Payment, in any form, from any person other than you the client.
5. Electron Card
6. Diners Club
7. American Express

7. CONCLUSION OF YOUR MATTER

After the conclusion of your matter we will attend to the closure of your file and account to you for any monies remaining on your client account and which are required to be returned to you. These monies will be returned to you by direct bank transfer or, if you request, by cheque. If the monies are being returned by direct bank transfer, they will be sent to the accounts details that we hold for you on file (or any amended bank details that you may notify us in writing of). If the monies are returned to us by reason of the account details being incorrect or, if payment is sent by cheque, the cheque is not presented then we will retain those monies on your client account for a period of 180 days from completion of your case. If, following the expiration of that time we have still been unable to transfer the balance on your client account to you then we will pay the monies over to a charity of our nomination without liability to further account to you. By signing these terms and conditions you are accepting the position.

8. STORAGE OF PAPERS AND DOCUMENTS

After completing the work, we are entitled to keep all the papers and documents while there is money owing to us for our charges and expenses. We will keep our file of papers (except for any of your papers which you ask to be returned to you) for a minimum period of 7 years but will thereafter destroy files in accordance with Solicitors Regulation Authority guidelines.

Will Files, Lasting Power of Attorney Files and Probate Files will be retained by us for a period of 100 years but will thereafter be destroyed. Files relating to drafting a Legal Charge will be retained by us for a period of 12 years but will thereafter be destroyed.

We will not destroy documents you ask us to deposit in safe custody e.g. Deeds or Wills.

If we retrieve papers or documents from storage in relation to continuing or new instructions to act in connection with your affairs, we will not normally charge for such retrieval. However, we may make a charge based on time spent producing stored papers or documents to you or another at your request. We may also charge for our time in dealing with correspondence or other work necessary to comply with the instructions given by you or on your behalf.

If you wish to retrieve your file at any time prior to its destruction, a fee of £40.00 + VAT is charged for the checking and delivery of the file (reviewable from time to time in line with changes in the retail price index).

9. TERMINATION

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.

In some circumstances, you may consider we ought to stop acting for you, for example, if you cannot give clear or proper instructions on how we are to proceed, or if it is clear that you have lost confidence in how we are carrying out your work.

We may decide to stop acting for you only with good reason, for example, if you do not pay an interim bill or comply with our request for a payment on account. We must give you reasonable notice that we will stop acting for you. If you or we decide that we will no longer act for you, you will pay our charges on an hourly basis to the point of termination together with expenses as set out earlier.

10. COMMUNICATION BETWEEN YOU AND US

We are confident of providing a high quality service in all respects. If, however, you have any queries or concerns about our work for you, and we know we cannot always be perfect, please raise them in the first instance with your lawyer. If that does not resolve the problem to your satisfaction or you would prefer not to speak to your lawyer, then please write to Emma McNally, at our Northampton office, or email emma.mcnally@franklins-sols.co.uk. If the issue is of an urgent nature then please telephone her, or the Managing Partner, Simon Long or email simon.long@franklins-sols.co.uk.

All firms of solicitors must attempt to resolve problems that may arise with their services. It is therefore important that you immediately raise any concerns you may have with us. We value your instructions and would not wish to think you have reason to be unhappy with us.

From time to time we will communicate with our clients for marketing purposes by fax, email, internet, post, telephone or face to face, including communicating about services, products and ancillary facilities.

11. CONDUCT

Should the matter proceed to a Court Claim, the Court has a discretion to consider the conduct of a party throughout the claim process and litigation. If a Court find that a party has acted unreasonably or failed to work towards an early resolution of the matter which may have been proportionate, despite a successful outcome, the Court could order the party to pay all costs if it feels that party's conduct has not fallen within the spirit of the Civil Procedure Rules.

12. IDENTITY

I am sure you will appreciate that, like all other professional and financial organisations, Franklins are obliged to comply with all legislation aimed at countering money laundering. As such we will need each client to provide one piece of identification from List 1 and one piece of identification from List 2 from the attached proof of identity form. In addition, please note that we also undertake an electronic identification check against each client for which we will charge £10.00 (inclusive of VAT) on completion per name to cover the cost of the search and reviewing the response.

If your matter relates to the purchase of a New Homes Plot, please note that copies of your certified identification documents will be provided by us to the Developer's Legal Representatives pursuant to the Money Laundering Regulations 2017 and by instructing this firm on your purchase you hereby consent to the provision by us of such identification documents to the Developer's Legal Representatives.

Any personal data we receive from you for the purposes of our money laundering checks will be processed only for the purpose of preventing money laundering and terrorist financing, or as otherwise permitted by law or with your express consent.

13. LLP AND LIMITATION OF OUR LIABILITY

Franklins Solicitors LLP are a limited liability partnership. This means that you will be dealing with an organisation whose ultimate liability is limited, unlike a traditional partnership where the liability of the partners is unlimited. However you should know that we carry professional indemnity insurance to a level well in excess of the legal requirement of £3m per claim, nonetheless acceptance of these terms means that you agree our liability to you (including in the event of our negligence) is limited at £5m per claim. Therefore with the combined strength of the quality assurance accreditation and indemnity cover we offer a much greater level of security to you than do most other law firms.

14. STATUS DISCLOSURE

Incidental Investment and Insurance Business

Franklins Solicitors LLP 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 <http://www.fca.org.uk/>.

We are 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 the client 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.

15. COMMENTS ON OUR SERVICE

Our aim is to provide you with a service that you should be fully satisfied with and we genuinely welcome your comments together with any recommendations that you may have to improve the service. In the unfortunate event that you are dissatisfied with the service or the amount of the fees please speak to your lawyer in the first instance. If your lawyer cannot resolve matters, please ask to speak to Simon Long simon.long@franklins-sols.co.uk or Emma McNally emma.mcnally@franklins-sols.co.uk, who will be happy to provide you with a copy of our complaints procedure and will also endeavour to resolve your complaint and also give you guidance as to further escalation if appropriate to the Office of the Legal Ombudsman, PO Box 6806, Wolverhampton, WV1 9WJ; Tel: 0300 555 0333; e-mail enquiries@legalombudsman.org.uk www.legalombudsman.org.uk in respect of issues of service or legal fees in non contentious matters. For resolution of disputes on legal fees in contentious matters an application to the court for an assessment of our bill under Part III of the Solicitors Act may be requested. Our fees will be deemed agreed if no objection as aforesaid is raised within 28 days of delivery of our invoice and if all or part of a bill remains outstanding for that period of time we are entitled to charge interest at 4% above the base rate of Lloyds Bank plc for the time being.

The Solicitors Regulation Authority is the independent regulatory body. The professional rules by which we operate and are regulated can be found by visiting www.sra.org.uk

16. AGREEMENT

Your continuing instructions in this matter will amount to your acceptance of these terms and conditions of business. Even so, we ask you to please sign and date the enclosed copy of these terms and return it to us immediately. We can then be confident that you understand the basis on which we will act for you. **We cannot proceed with your case until this has been returned to us.**

Franklins may occasionally keep you informed of services in the future either by letter, telephone or email. If you do not wish to receive this information please tick this box. ☐

Signed [Signed

Dated [Dated

This is an important document: please keep it in a safe place for future reference