

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

Franklins Solicitors LLP set their own standards above and beyond what is expected in the legal profession. Excellence is not an exception but routine in dealing with every client and their individual needs.

By having the drive and innovation to look to the future in everything we do, we support this philosophy with continual emphasis on investment in the business.

Every member of staff of Franklins Solicitors LLP shares the responsibility for delivering a high quality service to achieve client satisfaction and underpinning that service is the commitment to seeking continuous improvement in the methods and standards of service. We achieve this by working to and beyond the standards embodied in the quality marks of ISO 9001:2015, Lexcel and Conveyancing Quality Scheme.

We recognise also that the staff of Franklins Solicitors LLP are a highly valuable resource and therefore we positively seek to nurture their development through continual training and a measured competence based appraisal system.

We are committed to creating and maintaining an atmosphere of teamwork and open communication between ourselves and our clients and we positively encourage suggestions for improvement. As a progressive and forward thinking company, we also continually seek ways of developing our services so that they remain relevant and competitive within the market place and directly lead to the sound development of the business and the satisfaction of our clients.

During the course of your 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, you will be notified in writing of the change and provided with contact details for the new lawyer and their supporting team members.

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.

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: 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 our 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 9001:2015, Lexcel and the assessors for the Conveyancing Quality Scheme. 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.

Where Franklins Solicitors LLP acts as a data controller (as defined in the General Data Protection Regulation ((EU) 2016/679) or any successor legislation to it) pursuant to this retainer in respect of any personal data concerning you, we shall do so in accordance with our privacy notice. Our privacy policy (including the privacy notice) is available on request and may also be viewed on our website at www.franklins-sols.co.uk. Our privacy notice shall be deemed to be incorporated into this retainer. Simon Long and Emma McNally are responsible for the Firms Data Protection.

YOUR LEGAL RIGHTS

You have the right to:

Request access to your personal data (commonly known as a "data subject access request"). This enables you to receive a copy of the personal data we hold about you and to check that we are lawfully processing it.

Request correction of the personal data that we hold about you. This enables you to have any incomplete or inaccurate data we hold about you corrected, though we may need to verify the accuracy of the new data you provide to us.

Request erasure of your personal data. This enables you to ask us to delete or remove personal data where there is no good reason for us continuing to process it. You also have the right to ask us to delete or remove your personal data where you have successfully exercised your right to object to processing (see below), where we may have processed your information unlawfully or where we are required to erase your personal data to comply with local law. Note, however, that we may not always be able to comply with your request of erasure for specific legal reasons which will be notified to you, if applicable, at the time of your request.

Object to processing of your personal data where we are relying on a legitimate interest (or those of a third party) and there is something about your particular situation which makes you want to object to processing on this ground as you feel it impacts on your fundamental rights and freedoms. You also have the right to object where we are processing your personal data for direct marketing

purposes. In some cases, we may demonstrate that we have compelling legitimate grounds to process your information which override your rights and freedoms.

Request restriction of processing of your personal data. This enables you to ask us to suspend the processing of your personal data in the following scenarios: (a) if you want us to establish the data's accuracy; (b) where our use of the data is unlawful but you do not want us to erase it; (c) where you need us to hold the data even if we no longer require it as you need it to establish, exercise or defend legal claims; or (d) you have objected to our use of your data but we need to verify whether we have overriding legitimate grounds to use it.

Request the transfer of your personal data to you or to a third party. We will provide to you, or a third party you have chosen, your personal data in a structured, commonly used, machine-readable format. Note that this right only applies to automated information which you initially provided consent for us to use or where we used the information to perform a contract with you.

Withdraw consent at any time where we are relying on consent to process your personal data. However, this will not affect the lawfulness of any processing carried out before you withdraw your consent. If you withdraw your consent, we may not be able to provide certain legal services to you. We will advise you if this is the case at the time you withdraw your consent.

Please note as part of the long-term approach to data security the firm may send sensitive data files to you via HighQ from Thomson Reuters. HighQ enables users to send and receive sensitive data securely. To access HighQ you will be asked to register for a free account. It is a simple one off process enabling you to access sensitive data.

In addition to using HighQ to send sensitive data, the firm also uses VIPRE Email Security to send encrypted emails. VIPRE enables us to send and receive confidential emails securely. To access emails sent to you via VIPRE Email Security you will be asked to register for a free account.

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.

- a) Private fee paying basis – Fees and disbursements are payable in accordance with our quotation.

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

Occasionally our fees may be 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 and faxes.

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 rates provided within our quotation. The rates may be higher however if, for example, the matter becomes more complex than expected and additional work is required; 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 in a property (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 given and / or retainer request 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 may 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. Disbursements will be debited in accordance with our quotation. For conveyancing matters if your quote specifies this is a "no sale no fee" service then we will not charge you for the legal work carried out but if searches have been applied for we will have been charged by a third party and therefore the cost of those is non-refundable.

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

- Please note we will require your identification documentation before we accept payment of costs on account. Please see Identity section at point 11.
- 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.
- Payment of fees**
We would request payment of all invoices/fees due to be made on or before the set completion date for the transaction.

Our bills can be paid by:-

- Cheque
- Credit card
- Debit card
- Online banking

4. 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.

5. 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 (same 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
- (c) Cryptocurrency

5. BANKING AND INTEREST PAYMENT POLICY

1. Protection

Our Client Account and Designated Client Account are held with Lloyds Bank plc and Natwest, 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. The £85,000 Financial Services Compensation Scheme (FSCS) limit will apply to each individual client. If a corporate body client is not considered a small company for the FSCS then they will not be eligible for compensation. If you hold other personal monies in the same bank as our Client Account and Designated Client Account then the limit remains £85,000 in total. A Client Account holding more than £1 million is not covered under the FSCS temporary high balance rules. In the event of a bank failure you agree to us disclosing details to the FSCS. It is unlikely that we will be held liable for losses resulting from a banking failure. Some banks/building societies have several brands, where the same bank/building society is trading under different names. Always check the financial services register or check with your bank/building society, the FCA or a financial advisor for more information if you are unsure as accounts in the same banking group are included within the same FSCS limit.

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 hold client monies on a general banking arrangement and therefore all monies sent to us by you must be for a specific legal transaction. We do not pay interest on client deposits that are with us for less than 28 days. Due to regulatory requirements and administrative costs involved, we will not pay interest if the sum calculated is less than £50.00 in total for the full period during which we hold your money in Client Account. 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.

Interest is not payable on property transactions unless specifically agreed with the fee earner in advance. We do not act as a bank and balances held on our client account for property transaction periods, which are not linked to our fees, disbursements and retentions, must be processed through our client account in less than 28 days. If there is a legal reason for holding funds for longer these will be placed on individual deposit accounts and we will account to you for all the interest earned on that account (net of any tax deducted at source). We do not pay interest on monies held for our fees, disbursements and retentions.

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

Cryptocurrency – Please note we will not accept any source of earnings/source of funds on client transactions where the source is directly or indirectly involved with any form of Crypto/Virtual Asset.

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 agreeing 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 (in hard copy or electronic format) 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/obtain a copy of your file at any time prior to its destruction, a fee of £75.00 + VAT is charged for the checking and delivery of the file (whether it is in hard copy or electronic format). This fee is 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 to the point of termination (together with expenses) based on a percentage of the time spent dealing with your transaction as set out earlier in our quote.

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.mcnelly@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. IDENTITY

We are 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. Identification is to be provided in accordance with our confirmation of instructions letter.

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.

12. 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.

Our professional indemnity insurers are Travelers Insurance Company Limited via Howden UK Group Limited.

13. 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.

14. 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 6167, SLOUGH, SL1 0EH; 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. You should write to the Legal Ombudsman within 6 months of receiving our final response and no more than 1 year from the date of the issue leading to your complaint. 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

15. 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 Solicitors LLP would like to keep you informed of services, news and events in the future. A marketing preferences email will be sent offering you the opportunity to opt-in to receiving correspondence from us. In every e-mail or text message we send you there will be the option for you to withdraw your consent.

Signed Signed

Dated Dated

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