

PLEASE RETAIN ONE COPY OF THIS DOCUMENT FOR YOUR INFORMATION

Terms and Conditions of Business

It is important to you that you read and indeed understand this document. A copy is provided for you to keep, this copy you need to sign and return to us.

KEVIN LANE & COMPANY TERMS AND CONDITIONS OF BUSINESS

The Law Society is the governing body of Solicitors. Professional Rules laid down by it require that clients of Solicitors are informed of certain terms of business. Accordingly, this formal statement indicates the basis upon which our firm carries out professional services on behalf of clients.

1. RESPONSIBILITY FOR WORK

The Fee Earner primarily responsible for the conduct of your matter will be Kevin Lane, Rebecca Hardee or Julie James practising at 10-11 Courtland Place, Port Talbot, SA13 1JJ.

We have support staff who will be able to deal with your queries, or who will be pleased to take any message from you.

Mr Kevin Lane is the Partner in our Firm with ultimate responsibility for work done in the Conveyancing Department.

We would ask that if any difficulty or misunderstanding should arise you should first raise the matter with the Fee Earner dealing with your matter; in the unlikely event of matters not being resolved you may refer matters to Mr Kevin Lane at 10-11 Courtland Place, Port Talbot SA13 1JJ (01639 893700).

2. PROFESSIONAL INDEMNITY

In the interest of clients, Kevin Lane & Company maintains professional and indemnity insurance details of which will be made available on request.

3. ARRANGEMENTS FOR PAYMENT OF FEES AND BALANCE TO COMPLETE

- a. The client is required to make a payment on account for fees and disbursements, which will primarily be used to pay local search and land registry search/office copy entries fees. A Completion Statement will normally be rendered before exchange and completion. Monies will be required at least three days before completion.

- b. Payment of the deposit or balance required will need to be in the form of a Building Society counter cheque or Banker's draft. We will also accept payments by way of a Telegraphic Transfer. **Any payment other than a telegraphic transfer will be required no less than 3 working days before the date that it is to be drawn against.**

Our charges, VAT and any other funds to complete the conveyancing transaction must be paid before the completion date, unless otherwise agreed in writing.

INTEREST will be charged at 4% above the base rate of Barclays Bank Plc from time to time from the date of delivery of an account in cases where payment is not made within 14 days of such delivery.

4. FEES

The fee applicable to your transaction will be explained to you by your Fee Earner.

Disbursements include payments made by Kevin Lane & Company for and on behalf of the client e.g. for items such as search fees, Land Charges or Land Registry fees etc. Kevin Lane & Company has no obligation to effect such payments unless funds have been provided by the client for that purpose. VAT is payable on certain disbursements.

During the course of the conveyancing transaction (sale, purchase or re-mortgage) it is sometimes necessary for us to arrange Title Indemnity Insurance to facilitate the transaction process. We will make a separate charge for each such policy to cover advice and arrangement. The exact amount will appear on a professional charges invoice.

If this matter does not proceed to completion we reserve the right to charge a fee for our abortive work on a time-spent basis. Our charge out rates currently are:

Partners	£145 per hour
Solicitors and experienced Legal Executives	£135 per hour
Executives	£100 per hour
Trainee Solicitors	£75 per hour

The fee for abortive work will never be more than the original fee estimate.

5. MORTGAGE ADVANCE MONIES

Mortgage advance funds if paid by bank Telegraphic Transfer will be drawn down the day prior to completion. If paid by cheque we will ask that the bank or building society concerned to issue the cheque to us to be received by us 3

working days before completion. In most cases interest is payable on a mortgage from the date of issue of the advance.

6. REMUNERATION CERTIFICATES.

In the event of a Fee Note rendered being in relation to a Non-Contentious matter where you have legitimate reason for being dissatisfied with the amount of our fees, then no later than one month from the date of delivery of the same to you, you have the right to ask us to obtain from the Law Society a "Remuneration Certificate". This will either confirm the amount as being reasonable or substitute a lower fee. It is a precondition in requesting such certificate that you pay all VAT, and all fees and expenses paid to a third party (or have such deducted from monies we hold for you). In exceptional circumstances the Law Society may waive this precondition. Section 70, 71, and 72 of the Solicitors Act 1974 may afford you the right to have our charges reviewed by the Court, called a "taxation" but this does not usually apply in conveyancing transactions

7. CASH PAYMENTS

Such payment to Kevin Lane & Company in excess of £500.00 for whatever reason or purpose, *will not be accepted* unless by prior arrangement with a Partner.

8. INTEREST PAYMENTS

If Kevin Lane & Company holds money on behalf of the client, subject to the terms of this clause, interest will be calculated and paid to the client in accordance with the Solicitors' Account Rules 1991. Subject to certain minimal amounts and period of time prescribed by the Rules, interest will be calculated net at the rate from time to time payable by Barclays Bank plc to Kevin Lane & Company on client money held, less a sum of £20 plus VAT to take into account the administration costs of calculation and payment in respect of each amount of interest as and when calculated. The period for which interest will be paid will normally run from the date when funds are received by us to the date(s) of issue of any cheque(s) in respect of discharge thereof.

9. STORAGE OF PAPERS AND DEEDS

Following completion of a transaction or a case on behalf of a client, Kevin Lane & Company will retain the client's file of papers for such period as they deem appropriate in their absolute discretion. Generally this will not exceed six years.

Clients who require such papers to be kept for any specific period shall give notice in writing, and, in the event of such notice being given, Kevin Lane & Company reserves the right to undertake personal custody of the papers. This provision does not apply to current deeds and securities.

Kevin Lane & Company provides a safe custody service for clients in respect of Wills, Deeds and other securities without charge.

Kevin Lane & Company reserve the right to make an administration charge based on time spent in retrieval and any perusal, correspondence or any work necessary to comply with the instructions given by or on behalf of a client or a former client to whom papers, wills, deeds or securities are stored.

10. AUTHORITY

If we are acting for you jointly we need authority for us to accept instructions from either of you.

PROOF OF IDENTITY - must be provided to us in order to comply with both the firm policy and Law Society Money Laundering Regulations (should you be taking a mortgage) buyer or lender has expressed as an expressed or implied condition of the proposed advance to you.

Please provide appropriate documentation from List A and List B attached.

CONFIRMATION SECTION - MUST BE SIGNED BY ALL CLIENTS IN ANY EVENT

I/WE acknowledge having received a copy of these terms and conditions of business at the time of my/our instructing Kevin Lane & Company to act on my/our behalf and confirm that the identification documents have been provided as indicated about and otherwise the client questionnaire has been completed correctly to the best of my/our knowledge.

SIGNED:

DATED:

SIGNED:

DATED:

LIST A - EVIDENCE OF PERSONAL IDENTIFICATION

1. Passport
2. Current UK, or EEA Photocard Driving Licence
3. Current full UK Driving Licence
4. Benefit book or letter confirming rights to benefits
5. Photographic registration card for self-employed individuals in the constructions industry (CIS4)
6. Firearms/shotgun certificate
7. National I.D. card with photo

LIST B - EVIDENCE OF ADDRESS

1. Utility Bill Statement e.g. Water Rates, Electricity, Gas, Visa etc
2. Local Council Tax Bill for current year
3. Bank, Building Society or Credit Union passbook
4. Recent original mortgage statement