

TERMS AND CONDITIONS OF BUSINESS

What we will do for you

We will progress and complete your transaction and our work will consist of the following:

Purchases –(a) Investigating the title to the property, to include (i) carrying out searches with respect to title and local government information for the property (ii) reviewing replies given by the seller to pre-contract enquiries. (b) negotiating a purchase contract. (c) negotiating a transfer document. (d) advising you in respect of your mortgage offer. (e) preparing a report on title. (f) proceeding to exchange of contracts and then completion of the purchase. (g) transferring funds by telegraphic transfer to the seller's solicitors and for relevant taxes. (h) calculating stamp duty land tax (SDLT) on the purchase and preparing and submitting to HM Revenue & Customs the appropriate SDLT forms. (i) registering the purchase and the mortgage at the Land Registry.

Sales – (a) obtain completed property information forms from you. (b) obtain title documents. (c) help answer any enquiries received from the buyer's solicitor. (d) negotiating a sale contract. (e) negotiating a transfer. (f) obtain a redemption statement. (f) proceeding to exchange of contracts and then completion of the sale. (g) transferring funds by telegraphic transfer to you and any lender. (h) pay any estate agent.

Remortgages and Transfers of Equity - (a) obtain completed property information forms from you. (b) obtain title documents. (c) negotiating a sale contract. (d) negotiating a transfer. (e) obtain a redemption statement. (f) proceeding to exchange of contracts and then completion of the sale. (g) transferring funds by telegraphic transfer to you and any lender. (h) investigating the title to the property, to include (i) carrying out searches with respect to title and local government information for the property (ii) reviewing replies given by the seller to pre-contract enquiries. (i) advising you in respect of your mortgage offer. (j) preparing a report on title. (k) calculating stamp duty land tax (SDLT) on the purchase and preparing and submitting to HM Revenue & Customs the appropriate SDLT forms. (l) registering the purchase and the mortgage at the Land Registry.

Leasehold Transactions – Our fee for dealing with leasehold issues (see our fees below) on a sale includes (a) Ordering a management pack from one managing agent. (b) Answering enquiries based on the management pack and liaising with the managing agent in respect of these enquiries (c) Dealing with a restriction on a sale relating to the requirements to obtain a certificate of compliance (provided this information will be contained in the management pack). (d) Preparing a completion statement. (e) Repaying arrears of GR or SC on completion. Any other leasehold related work is excluded from this fee and will be billed separately (see additional services below). Our fee for dealing with leasehold issues (see our fees below) on a purchase includes: (a) Reviewing one management pack on a purchase and reporting on it to the client. (b) Reviewing one lease on a purchase and reporting on it to the client. (c) Serving notices of transfer and charge. (d) Dealing with a restriction on a sale relating to the requirements to obtain a certificate of compliance (provided this information will be contained in the management pack). (e) Dealing with apportionments of ground rent and service charges. Any other leasehold related work is excluded from this fee and will be billed separately (see additional services below).

Transactions involving a lender – Our fee for dealing with a mortgage lender (see our fees below) on sale includes (a) Ordering an initial redemption statement from one lender. (b) Ordering a final redemption statement from one lender. (c) Redeeming the mortgage for one lender. (d) Receiving evidence of discharge and sending it to the BSL for one lender. Any other mortgage related work is excluded from this fee and will be billed separately (see additional services below). Our fee for dealing with a mortgage lender (see our fees below) on purchase includes (a) Receiving and reviewing the mortgage offer from one lender. (b) Reporting on the terms of the mortgage offer to the client. (c) Requesting funds from the mortgage lender. (d) One letter providing information to the lender and one reply from the lender (excluding letters about a gifted deposit). (e) Registering the mortgage at HMLR, updating the lender on progress, and providing the lender with the TID. Any other mortgage related work is excluded from this fee and will be billed separately (see additional services below).

You should consult other suitably qualified professionals for advice on non-legal matters such as the condition of the property, its services, its market value, environmental issues, or for specific investment, financial or tax advice.

We will not carry out a flood risk search unless you specifically ask us to. We suggest that you make such investigations directly with the Environment Agency.

Our no completion no fee promise

In the unlikely event that your sale or purchase does not complete you will not be required to pay "our fee" set out in the table below. This applies only to your first aborted sale or purchase. Should a second, third etc sale or purchase fall through, you will be charged for the work we have undertaken. If you have incurred any disbursements/third party payments, you will have to pay for these.

If you withdraw from the transaction for reasons other than adverse title or survey, or due to the withdrawal of the other party, we retain our right to withdraw our fixed fee and no completion/no fee service from you, and to charge our service to you at the prevailing hourly rate applicable to the person dealing with your file.

Where our no completion no fee promise is not applicable (see above) and we do not complete the work on your sale or purchase, the following table sets out our fees based on a percentage of the work that we have completed (The percentage will also apply to all additional fees.

STAGE REACHED	FEE
Instructions Taken	No Charge
File Made but Draft Contract not submitted/Received	10%

Contract Submitted/Received	30%
Enquiries Received and Local Authority Search Made	50%
Contract Sent to Sign in Readiness for Exchange	70%

RG Plus offering

At RG Law, we want you to have peace of mind when you purchase a property. To help achieve this, we have designed RG Plus. With RG Plus if, through no fault of your own, your property purchase falls through and leaves you out of pocket, we will indemnify your expenses, subject to the RG Plus terms and conditions.

When does my cover start? If your quote letter includes RG Plus, your indemnity protection will begin once you have paid the 'file opening fee' in full and will last for 6 months from that date.

What is covered? RG Plus will indemnify you for the following expenses, limited to 1 claim per 'file opening fee', paid in full: up to £500 in mortgage arrangement fees and up to £750 in valuation fees and or survey fees. In addition to this indemnity cover, RG Plus will provide a free second set of local authority and water and drainage searches to the same specification as the first set you ordered when you buy another property via RG Law.

Terms and Conditions

RG Plus will reimburse you as described above if your property purchase (transaction) does not proceed for any of the following reasons:

1. If the property is withdrawn from sale by the vendor due to reasons beyond your control. 2. If the vendor receives and accepts an offer from a third party, which is at least 5% greater than the offer they previously accepted from you and you are not prepared to increase your offer. 3. If the vendor is not legally entitled to sell the property or to transfer interest in the property to you. 4. If the mortgage lender's survey or valuation on the property identifies that rectification work needs to be carried out, the cost of which exceeds 5% of the sum you have originally offered. 5. If the mortgage lender's survey or valuation on the property values the property at less than 90% of the agreed purchase price of the property, and you decide not to proceed. 6. The mortgage lender insists a secondary survey such as 'damp and timber' or 'electrical' is carried out and the mortgage lender then insists on additional rectification work being carried out to the property, the cost of which exceeds 10% of the agreed asking price and you decide not to proceed. 7. If your mortgage lender applies a retention on the mortgage for the property and this figure exceeds 5% of the agreed purchase price of the property, and you decide not to proceed. 8. If the property sustains damage during the period between offer and exchange of contracts where the total cost of rectification work exceeds 5% of the agreed purchase price of the property, and you decide not to proceed. 9. If a survey or valuation is carried out and highlights that the property has been underpinned or shows signs of subsidence, and you decide not to proceed. 10. A Local Authority or other search ordered by RG Law has revealed an adverse entry or result which has meant that an offer of mortgage on the property has been withdrawn. 11. If you, or the person buying with you, dies or contracts a critical illness, sustains a serious injury or is given notice of redundancy, and you decide not to proceed.

RG Plus will **NOT** reimburse you if your property purchase (transaction) does not proceed for any of the following reasons: 1. If the 'file opening fee' (as defined in your quote letter) has not been paid in full. 2. If the 'reason' in Section 3 of these terms and conditions is known prior to the 'file opening fee' being paid. 3. If your purchase is subject to a contract race or sealed bids. 4. If you withdraw from the purchase of the property for reasons other than those listed in Section 3 of these terms and conditions, or if you deliberately and/or knowingly cause a delay or use unreasonable behavior that results in the purchase becoming abortive. 5. If RG Law has not been notified of the claim within 6 months of the 'file opening fee' being paid. 6. If you are aware of a previous survey having been carried out to the property that may give cause for the purchase to fail or of any other circumstances which could lead to the failure of the mortgage completing. 7. Where you can reasonably obtain a refund from any source in relation to any of the costs claimed for. 8. In the case of redundancy we will not reimburse you if you have taken voluntary redundancy or if you are a company director or partner in the organisation giving notice of redundancy. 9. We will not reimburse you for losses incurred on a homebuyer or structural survey carried out before you have received a formal offer of mortgage.

All claims must be submitted within 6 months of your 'file opening fee' being paid in full.

To be entitled to a replacement set of searches on your next purchase you must meet the following conditions 1) Your RG Plus claim must be approved 2) The replacements searches must be ordered within 6 months from the original order being placed. Please note you are only entitled to a replacement set of searches that is the same value as the ones originally ordered. If you wish to order a more expensive search pack second time round, then you will be required to pay the difference 3) You will only receive a free set of searches on a residential property using the same search provider. You will not receive a free set of searches on a New Build property.

You must notify us that you wish to submit a claim within 2 weeks of: 1. Either, you being told by RG Law that the transaction is no longer proceeding, or 2. Your instruction to RG Law to close your conveyancing file as you are no longer proceeding with the transaction All claims will be cancelled and deemed to be null and void if supporting documents have not been provided by you within 3 months of the 'Date of Claim', unless provision of the documents are beyond your control.

RG Plus is an indemnity product, not an insurance policy. RG Plus will only reimburse you if you can provide genuine documents to substantiate RG Law Page 3 of 8 the losses you have claimed.

How to claim? To notify us of a claim please email your Case Manager directly to receive a claim form. Only one claim form per transaction can be submitted and you can only claim on your first purchase with us.

Please be aware that the terms and conditions of RG Plus are subject to change without prior written notice. All claims will be handled in line with the current terms and conditions as displayed on our website at the time of the claim being made.

Your responsibilities to us

Throughout your transaction, we will work together with you. We will need to involve you in order for us to make effective progress on your file. For example, we ask you to provide us with clear and timely instructions, to return signed documents to us promptly, to advise us of any change in your contact details, and to provide us with all necessary documentation.

Where a property is held jointly or is to be purchased jointly, we may accept and act upon instructions from any joint owner or joint purchaser of the property and all co-owners agree to be bound by those instructions.

You should immediately bring to our attention any information or discovery which you consider to be inconsistent with our understanding of your transaction, or any change in your circumstances which may have a bearing on our acting for you or our provision of advice to you. We ask that all information provided by you is correct, accurate and not misleading. We cannot be held liable for any loss or damage arising from information supplied by you which is incorrect or inaccurate.

It is your responsibility to comply with the terms and conditions of your mortgage offer. Unless otherwise requested by you, we will not advise you on your mortgage offer and will assume that your mortgage offer is understood by you.

The Consumer Protection from Unfair Trading Regulations (as amended) regulate transactions between traders and consumers and prohibit trading practices that amount to unfair commercial practices and misleading acts and omissions. Neither You, the client, or Us, your legal representative, must mislead a buyer or tenant either by providing incorrect or ambiguous information, or by omitting to provide material information about the property You are selling. Certain information will be revealed through searches and other enquiries of public databases, surveys, and valuation reports. However, you must disclose to Us any known defects and other material adverse matters relating to the property known to You and failure to do so may mean that, in certain circumstances, the buyer or tenant would have rights of redress against You. We encourage You to make all known disclosures as early in the transaction as possible to prevent delays. If We become aware of any such existence of material information, and You decline to authorise disclosure to the buyer or tenant, then We would have to consider whether it was possible to continue to act for You as the CPR's impose a duty to act fairly towards You as Our client and towards third parties, especially those that are unrepresented.

Conveyancing timescales

We are required by our regulatory body (the Solicitors Regulation Authority) to provide you with an estimate of how long your case might take.

The average time for a conveyancing transaction from instruction to completion is about two months, or one month for a re-mortgage. However, the time an individual case takes to complete can vary greatly from this average, depending on the circumstances, and is largely the result of the readiness and willingness of all parties to proceed.

We will endeavour to ensure that we are always proactive and are at no stage the reason for any delays. The following are examples of factors which can affect the time a conveyancing transaction can take.

- delays in obtaining responses or actions from third parties e.g., the other side's solicitor.
- a delay elsewhere in a chain of transactions
- where the resolution or conclusion of a matter is dependent on probate or divorce proceedings
- unforeseen factors arising e.g., demands of existing tenants in the property or obtaining planning and building regulation consents for works undertaken.

Communication between you and us

RG Law has full internet access, and all of our staff are able to send and receive e-mail. There are, however, a number of issues arising from this which require us to stipulate a number of conditions concerning the use of e-mail. Emails are not a secure form of communication and the use of e-mail carries certain risks including breach of confidentiality, transfer of virus infections, receipt of spam emails and loss of messages. Notwithstanding this, you agree to the use of e-mail wherever possible for the exchange of correspondence and documents between us. By signing these Terms and Conditions of Business you agree that we are not responsible for any loss to you incur as a result of the use of e-mail between us or third parties.

Use of e-mail, including the receipt of an e-mail message with an attached file, may result in the transmission of computer virus infections. Although we take measures to reduce this risk, it is essential that you take your own virus checking measures before you read or open files that are attached to e-mails which we send to you. We may not allow certain types of documents into our systems.

Under the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000, we reserve the right to monitor e-mail correspondence. You should also be advised that e-mail messages and attachments may be read by others, for example, they may be disclosed in court proceedings (subject to legal privilege) or in investigations by regulatory bodies.

Unless you inform us to the contrary, we shall assume that you agree to our use of e-mail (where possible) for the purpose of correspondence and for sending documents to you and/or third parties in your matter.

Our fees and disbursements

Our estimated fees are set out below:

Our fee for your purchase/sale or remortgage will be shown here
VAT
Bankruptcy search fees
Land Registry search fee (inc VAT)
Land Registry fee
Local Authority and Drainage Searches (inc VAT)
Anti Money Laundering check fee (inc VAT) per client
Seller's Solicitor Check fee (inc VAT)
Our fee for Bank Transfer (inc VAT)
Our fee for completing your Stamp Duty Land Tax Form (SDLT1) on your behalf (inc VAT)
Total

We confirm receipt of your non-refundable payment on account of £xxx including VAT. This payment does not form part of our "no-completion no-fee" promise. If your transaction falls through, this deposit payment is transferrable to a new sale/purchase file.

The following additional fees will become payable if applicable. We will discuss these with you if and when necessary.

Stamp Duty (at this stage this is subject to change once more details about you and the purchase are known)

Our fee for dealing with your Mortgage Lender (inc VAT)

Our fee for dealing with leasehold issues (inc VAT) (this fee only applies if your property is leasehold)

Our fee for dealing with your lender's requirements if your mortgage is from Virgin Money Leeds Building Society or Metro Bank or Ipswich Building Society (inc VAT)

The HM Land Registry fee quoted above is based on an electronic submission of your application. If an electronic submission is not possible a higher fee will be payable by you prior to completion of your purchase. Please note that electronic submission is not possible on a new build purchase.

We confirm receipt of your non-refundable file opening fee of £300.00, including VAT. This payment does not form part of any "no-completion no-fee" promise. If your transaction falls through, your file opening fee may be transferred once only to a new sale/purchase file.

Mortgage lenders need specific legal work carried out before granting or repaying a mortgage. Although this work is carried out on their behalf, your lender requires you to be responsible for the fees for this work. Our fees for this work are stated on our Fees and Disbursements, above. This charge will only apply if you have a mortgage. If you are obtaining a mortgage, significant deductions may be made from the mortgage advance for such things as insurance premiums, retentions or commissions. You should ask your lender for full details now. If you require help with a mortgage, you should approach a qualified financial advisor. We cannot obtain a mortgage for you or advise you about financial products.

It may be necessary for us to incur charges on your behalf (for example obtaining copies of documents from the Land Registry). These charges are referred to as disbursements. Your quote lists the disbursements that we are aware of. We will always notify you prior to incurring any disbursements on your behalf; they will be sourced as cheaply as possible and charged at cost. Please note that fees and disbursements must be paid prior to completion.

We do not return funds by cheque or BAC's.

In order to maximise both speed and security on conveyancing transactions, our policy is to transfer money electronically by CHAP's. We will charge you a fee for such payments at the rate set out in the table above. The sum set out above is our fee for the service. The amount we actually pay to our bank for this service is currently £6.50, (CHAPs) and £0.30, (BACs). All or part of our fee to you may include our fee for dealing with the preparation and transmission of those instructions.

RG Law may pay a referral fee to third parties or introducers of business. In these circumstances the fee will not affect the total fee paid by you. Referral fees vary from introducer to introducer but will not exceed £0.00, in your case, your introducer reference is RG. If you would like to know the exact amount paid by way of a referral fee, please let us know. By accepting these Terms and Conditions of Business, your consent is given to this arrangement. Our advice to you always remains completely independent. Even if we have been recommended to you by a third party, you are free to use any lawyer of your choosing.

Value Added Tax (VAT) will be added to our fees at the prevailing rate. The rate is currently 20%.

Any quotation we provide to you is based upon the information available to us at the time of the quote. Your quote may make reference to payments made to third parties on your behalf. These third-party payments may be significant, for example Stamp Duty Land Tax (SDLT), Land Registry Fees, and Local Authority and other search fees. Usually, we will ask you for money on account for such payments.. Third party disbursements may rise or fall in accordance with government policy.

If you are selling a leasehold property you will need to supply the buyers with details of your ground rent, service charges, company accounts and any planned works to the property. You may have some of this information, however if you do not, your Managing Agents may charge a fee for compiling this.

If you are buying a leasehold property, on completion you may have to repay to the sellers a proportion of any rent and/or service charges that have been paid in advance. Also, if the landlord and managing agents are limited companies, we will have to undertake a company search to establish if there are any untoward or missing returns.

Searches

Additional Searches, following from the Pre-Search Scan you may be recommended the following searches at the following cost.

Description of Searches	Fee ex VAT
Full Pack (Local Authority, Water and Drainage, Environmental, Chancel, Planning),	
Terra-Firma Ground Stability (inc mining, sinkholes, landslip and heave)	
Flood	
Wind farm, fracking and power stations	
HS2 and Crossrail	

Stamp duty land tax

In December 2003 a new property tax was introduced known as Stamp Duty Land Tax. This is a replacement for what was known as Stamp

Duty. The paperwork and complications involved in the new tax are considerably greater than was previously required. In particular, it is now a requirement that, prior to completion, we hold a duly signed and completed tax return known as an SDLT1.

The SDLT1 runs to 6 pages and 71 sections. The guidance notes run to 37 pages. No purchase transaction can complete until the signed form is in our hands.

By signing these Terms and Conditions of Business you authorise us to complete and sign this form as your agent and on your behalf all SDLT forms to ensure that there is no delay in its preparation.

From 01/04/2016, the buyers of property are required to pay a higher rate of SDLT if they already own an interest in another residential property anywhere in the world. We will ask you for details of any other property in our Client Information Form. By completing and signing the Client Information Form, you declare that the information provided is complete and correct and you understand that you may have to pay financial penalties and face prosecution if you give false information which results in an incorrect submission being made on your behalf.

Please note that the completion funds that you will transfer to us in order to complete your transaction must include the full amount payable for Stamp Duty Land Tax.

Additional services

From time-to-time clients may ask us to conduct other or additional related work. Examples include the drafting of a tenancy agreement, a lease extension, arranging a statutory declaration or a deed of grant of easement. We would be happy to quote you for any such additional work should you require us to.

Wherever possible, we carry out work for you on a fixed fee basis. Within your fixed fee we include all work typically associated with a transaction of that nature. You, or the nature of your transaction, may require us to carry out additional legal work to assist with the progress your transaction, or to best protect your interests. Our charges for additional areas of work are set out below.

Type of additional work & Fee ex VAT	Type of additional work & Fee ex VAT
Dealing with a second and subsequent managing agents on a leasehold sale or purchase	Dealing with the transfer of a share or membership certificate
Reviewing subsequent documents referred to in the title	Dealing with an additional title
Drafting/Approving a New Lease	Drafting/approving a TP1
Multiple points of contact with a mortgage lender reporting complex matters	Dealing with a letting agent or tenancy enquiries in connection with a tenancy agreement
Approving/Arranging Indemnity Policies	Assessment of homebuyer or full structural survey
Dealing with a management company on a freehold property	Removal/Compliance of /with a Caution, Restriction, Notice or other HMLR entry on a sale or purchase
Share of Freehold when buying or selling Leasehold	Obtaining or investigating an Index Map search result
Shared Ownership property	Dealing with an additional lease
Dealing with a non owning occupier on a sale	Dealing with an occupier on a purchase
Obtaining Landlord's/Management Company's Consent	Dealing with a Statutory Declaration
Repaying an additional mortgage or loan	Taking an additional mortgage or loan
Taking an alternative mortgage from a different lender	Dealing with Service Charge Retentions
Deed of Postponement	Deed of Grant or Variation or Easement
Flying freehold	Deed of Assignment of Guarantee
Dealing with an additional guarantor	Obtaining License to Assign from Landlord
Cheque returned unpaid	Retrieving a file from storage
Cheque stopped at your request	Overseas bank transfer
Each CHAPS or BACs bank transfer	Preparing an undertaking for access
Dealing with unregistered land on a sale or purchase	Lease extension on agreed terms
Drafting s42 notice for lease extensions	Assigning a s42 notice for lease extensions
Dealing with Companies House forms	Voluntary First Registration
Drafting/Approving a residential Tenancy Agreement	Drafting/Approving Exclusivity Agreements
Liaising with lender's solicitor in debt cases per hour	Expedited completions
Simultaneous exchange/completion	Drafting/Approving Deed of Covenant
Obtaining copy Planning documents (per document)	Reviewing each planning document
Dealing with a mortgage retention	Registering a mortgage at Companies House
Dealing with bankruptcy entries against a client's name	Dealing with late completions
Acting in a contract race (per contract)	Drafting a Deed of Rectification
Approving a draft Deed of Rectification	Acting where a buyer is receiving a gift towards the purchase price or purchase costs (price per gift)
Drafting/Approving a License to Occupy	Drafting/Approving a Deed of Postponement
Acting where the client has a separate solicitor on their sale and purchase	Acting where the client has a separate solicitor in respect of their matrimonial matter
Acting where the lender has their own firm of solicitors representing them	Liaising with the Local Authority or statutory Body in respect of search results
Liaising with Land Registry/other bodies to correct registration defects	Obtaining replies on a purchase directly from the Landlord/Managing Agent
Dealing with a private mortgagee on a sale or purchase	Preparation of ID1 Forms
Miscellaneous nonstandard letter	Help to Buy ISA
Dealing with a Supplemental Agreement	Help to Buy or Equity Loan Scheme

Expedited and simultaneous completions

If you are selling or buying a property with or without a mortgage and would like us to complete your transaction with 7 or fewer working days between exchange and completion, we will make an additional charge to you of £149.00, plus VAT, for each transaction.

If you are selling or buying a property, with or without a mortgage, and you would like us to exchange and complete on the same day, we will make an additional charge to you of £199.00 plus VAT, for each transaction.

Conveyancing searches

If you are buying a property and are taking out a mortgage, we will be required by your lender to carry out certain searches including a local authority, drainage, environmental, planning and chancel search. If you are not taking out a mortgage, we would still advise that you instruct us to apply for these property searches as they detail critical and official information relating to your prospective purchase. The cost of these searches is set out in the table above. These searches are charged at cost, and this payment may be required before we can apply for them.

On occasion it may be necessary to apply for area specific searches such as mining, flood plain or radon searches if local conditions dictate this. We will always notify you in advance of any specialist searches that may be required.

We offer you a choice regarding the searches we undertake on your property. The standard approach has been to send a search request to the local authority responsible for the area in which your property is located. The processing time varies depending upon the local authority, the weight of work and their staffing situation at the time we submit our application. It can take between 10 days and 8 weeks.

As an alternative, we offer a 'personal search' service which is performed by specialists who attend the local authority in person and carry out the search on your behalf. This produces the same documentation as the local authority but is typically faster. The majority of mortgage lenders accept personal searches, but if your lender is one of the small numbers who do not, we would use the standard method. If you wish to obtain a local authority search direct from the local authority, then please let us know. However, we may need to ask you for additional fees to top up the amount that the specific local authority may require.

In the event that any third-party search provider's search results prove to be inaccurate, your recourse would be via their insurance cover, and we will not accept any liability for the information provided.

When we receive payment on account of searches, we will submit the search request immediately. To avoid unnecessary delays to your transaction, we will not wait for legal papers from the seller's lawyers, results of your survey, or mortgage offer before submitting the search request.

Payment arrangements

We will send you an invoice for our fees and disbursements after the exchange of contracts. Full payment of our bill is due prior to completion taking place. We will deduct such sums from the available funds on your account.

Between exchange of contracts and completion, we will supply you with a detailed statement of account. Any balance due from you in that statement, including all fees and disbursements, must be received by us in time for completion. If cleared funds are not received in time, your completion may be delayed. This may result in you having to pay interest and compensation to the seller/buyer.

Please note if our bill is unpaid on completion for any reason, we will charge interest on it at the rate of 14% per year or a daily basis, from the date of the bill. If you have any query about the bill, you should contact us straight away. We are entitled to retain your papers and documents while any money is owing to us.

Money paid to us in advance will be held in a client account separately from the firm's own money, subject to our right to transfer and use the same in payment of our fees and expenses. We shall not be required to open a deposit account or account to you for any interest which may accrue on any monies received by us at any stage of the transaction. If large sums are to be paid to us or held by us for an unusually long period of time, you may ask us to open a designated deposit account and to account to you for interest. If you do not request this by signing our terms and conditions of business, you agree to us not paying you interest in relation to funds held as part of your transaction.

If you are buying a property, the seller will usually require a deposit of between 5% and 10% of the purchase price. This is paid to the seller's solicitor on exchange of contracts. Accordingly, we must be in receipt of cleared funds to cover the deposit for the day of exchange. If you are intending to pay the deposit by personal or building society cheque or a bank draft, please ensure that we receive this at least five working days in advance of exchange to allow sufficient time for the cheque or draft to clear. If you have a related property sale you will probably be able to use the deposit received on the sale as the deposit for your purchase.

If money is received and needs to be returned, we reserve the right to return the money to the same account from which it came. We will not agree to transfer funds to a third party. In all cases we will return the money by CHAP's and we will charge you a fee for such payments at the rate set out in the table above.

We may ask you to make a payment on account of disbursements. If you fail to do so we may cease to work for you.

It is the firm's policy not to accept cash payments. If clients circumvent this policy by depositing cash direct with our bank, we reserve the right to charge for any additional checks that we deem necessary to verify the source of the funds. We will charge you a fee for such payments at the rate set out in the table above.

Where money is required from you it is essential that it be cleared in our account the working day before we are required to use it. We do not recommend the payment of substantial sums by personal cheque or bankers draft because of the uncertainty of clearance.

We request any mortgage advance (be it for a purchase or a remortgage) two working days before completion to give us the best opportunity to send out money before a contract deadline. Any interest charged by your lender from the date of release of funds will be your responsibility. We cannot be liable for any delay or consequential loss caused by funds being uncleared on completion.

Occasionally the timescale between exchange and completion can be very tight, or even same day. Your lender will typically require five working days notice to release funds to us. Where you ask us to achieve your desired target date for completion within five working days, this may mean that we need to request funds on a 'speculative basis' for your proposed move. If you do ask us to achieve this for you, you will be responsible for any incurred administrative and interest costs and any bank transfer costs if we need to return the funds to your lender.

When we receive instructions from, or on behalf of, more than one person or company on any particular matter, each person or company for whom we are acting will be separately responsible for payment of the full amount of our fees and expenses.

Money held by us on your behalf may be taken in payment or part payment of our invoices whether overdue or not.

Unless otherwise agreed, you remain liable for payment of all expenses and disbursements whatever the outcome of your matter.

We will in each case deliver a VAT invoice, but this must, by law, be addressed to the client for whom we have performed the service. Where a third party is to pay our fees, the third party will not usually be able to recover the VAT element.

Payments may be made by credit card for initial searches and disbursements only up to a maximum of £600.00. A credit card charge of 2.0% inc VAT will be added to all payments. Credit card payments cannot be made for purchase money balances or Stamp Duty Land Tax.

You agree to indemnify us against any liability or expense which we are legally obliged to pay or incur as a result of acting on your behalf.

Liability

All reasonable skill and care will be used in the provision of our services to you. We cannot accept responsibility for changes in the law or its interpretation that occur subsequent to our advice being delivered to you or which could not reasonably be known by us at the time.

Under no circumstances shall we or our employees be liable for any loss, damage, cost or expense arising in any way from or in connection with the dishonest, deliberate or reckless misstatement, concealment, conduct or failure of any other person or company or bank. If any losses are incurred by us, or any claims made by a third party against us, as a result of your failures, acts or omissions as detailed above, we reserve the right to recover the full amount of any subsequent losses from you on a full indemnity basis.

Advice given by us in the course of a matter is provided to you and you alone and only in relation to the particular circumstances of your instructions. We do not accept any liability for the use of any such advice by any other person without our express prior written consent. The Contracts (Rights of Third Parties) Act 1999 is excluded from this agreement.

Where you instruct other professional advisers in conjunction with your matter, you agree that our position in the event of a claim will not be adversely prejudiced by any arrangement or limitation agreed with another of your professional advisers in respect of their potential liability.

For your information our professional indemnity insurers are AM Trust Europe Ltd (Policy No P17A299414P). The limit of our indemnity cover is £5,000,000.00, for any one claim. The territory covered by our indemnity policy is worldwide.

We are not liable to any person other than those signing these Terms and Conditions of Business under the Third-Party Exclusion Contracts (Rights of Third Parties) Act 1999.

Copyright and intellectual property

We retain copyright and ownership of the intellectual property rights over documents prepared by us and by third parties at our request. Where documents are prepared for your use, we grant you an irrevocable, royalty free licence to use those documents for the purpose for which they were prepared.

Termination and suspension of service

You may terminate your instructions to us, in writing, at any time.

We may decide to stop acting for you where we have reasonable grounds to do so, including if a conflict of interest arises. In this event, an explanation of the reasons will be provided. A particular example might apply when a client is buying a property with a mortgage. Lenders will usually ask us to act on their behalf. We may have to pass your lender information provided by you that might be relevant to your lender's decision about whether to finalise your purchase. If you have given us information that you do not want your lender to know, we may have to stop acting for one, or possibly both, parties.

If our instructions are terminated, we are entitled by law to retain your papers and documents if there is any money owing to us, or there is any liability outstanding for which we remain without recourse.

In the event of termination, a final invoice for any outstanding expenses will be delivered to you, which is payable upon receipt.

We reserve the right to suspend/terminate our service if any of our invoices are unpaid; or any sums requested to be paid on account are not paid in accordance with our terms of engagement.

Storage of papers and documents

We retain your file of papers on a completed property sale transaction for a minimum of six years. We retain your completed property purchase and remortgage files for fifteen years. We retain completed files electronically only and this is on the understanding that we have your authority to destroy the same after this period of time. This does not apply to documents or deeds deposited with us for safe custody.

We reserve the right to destroy correspondence files without notice if your transaction is aborted prior to exchange of contracts.

If we take papers or documents out of storage in relation to continuing or new instructions to act for you, we will not normally charge for such retrieval. We may, however, charge you for: (1) retrieving a file or document for any other reason other than to deal with a complaint raised within the requisite deadline; (2) reading, producing correspondence or any other work necessary to comply with your requests or instructions in relation to the retrieved papers; (3) copying and sending copies of documents to you, or to third parties.

Data protection

We will need to store personal information about you in order to provide you with legal services, and we may disclose that information to third parties in the course of acting for you. We will also keep some of your personal information so that we can contact you with legal updates and information about our services, which may be of interest to you. This includes details to enable us to offer you a Will for Life. This information will not be passed to any third party for marketing purposes.

Money Laundering Regulations & The Proceeds of Crime Act 2002

In accordance with the requirements of the Data Protection Act and the Money Laundering Regulations, we confirm: Renier Gillies Limited T/A RG Law is the data controller; Matt Gillies is the nominated representative / data protection officer; and We will only process any documentation or personal data received from you in respect of client due diligence for the purposes of preventing money laundering and terrorist financing unless (a) use of that data is permitted by or under any enactment or (b) you give your express consent for the documentation or personal data to be used for other forms of processing.

We are required to comply with the Money Laundering Regulations and in particular to verify the identity and permanent address of all new Clients. This is to ensure that the policy adopted worldwide by Financial and Government Authorities to prevent the use of laundering systems to disguise the proceeds of crime is achieved. We will send you a Client Identification Form at the outset of a new matter for you to complete and return to us. In order to speed up the process of checking your identity, we carry out an on-line check. The cost for this is set out above in our fees section. The sum set out above is our fee for the service. The amount we actually pay for the on-line check is £0.90. All or part of our fee to you may include our fee for dealing with the preparation, submission and interpretation of the on-line check.

Individual Clients: If you are a new client or an existing client who has not previously supplied information within the last six months, you are requested to supply the information set out on our Client Identification Form.

Corporate Clients: If you are a new client or an existing client who has not previously supplied information within the last six months, you are requested to supply the information set out on our Company Identification Form.

Under the provisions of the Proceeds of Crime Act 2002 ("POCA"), we may be required to make a report to the relevant authorities if at any time we become aware of or suspect (whether from you or any other person) the existence of the proceeds of crime in relation to any Services on which we are engaged. Our obligation to make such a report will, in certain circumstances, override our duty of solicitor/client confidentiality and we may not be permitted to inform you whether or not we have made, or might intend to make, such a report. We may terminate the provision of any Services to you or be instructed to do so by the relevant authorities, if you fail to comply with your obligation to provide evidence of identity or we suspect that you or any other party connected with you or with the Matter is involved in activities proscribed by POCA.

With regard to Money Laundering regulations, unless prior written agreement has been obtained, our policy is not to accept cash over £600.00, per file. If you ignore this policy by depositing larger sums of cash, we reserve the right to charge you for any additional checks we determine are necessary to prove the source of the funds. In general, we will require advance notification of your intention to send us money. As part of this notification, we will need to know who is sending it, how the money is being sent and where it is coming from.

If any money is not sent by a recognised UK financial institution, we will need to know why. If it is sent from a third party's account, we will need to know why, the identity of the party sending the money, and the details of their relationship to you. Failure to follow these procedures will result in us returning any money, which could impact or delay your transaction.

In cases where any suspicion arises about the funds, we are required to report to the NCA and may not be able to return the funds until receiving their authority to do so. If this takes place, we will be unable to disclose this to you or any other party involved.

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.

If we have a suspicion of money laundering, we are required to disclose this to the relevant authorities. In the event of such a disclosure being made, we do not accept any liability for consequential damages arising from compliance with the appropriate legislation.

Comments on our service

RG Law is committed to high quality legal advice and client care. If you are unhappy about any aspect of the service you have received or about the bill, then, in the first instance, please raise this matter with the person looking after your file. The person with responsibility for dealing with your work is Chloe Lush (Case Manager). If you feel that this is inappropriate, or that they fail to resolve your concerns, we will ask you to please contact supervising Director, Matthew Gillies.

We have a procedure in place which details how we handle complaints. This is available by email or post upon request. We have eight weeks to consider your complaint. If we have not resolved it within this time you may complain to the Legal Ombudsman. Any complaint to the Legal Ombudsman must be made within 6 months of receiving a final response from us about your complaint and 6 years from the date of the act

or omission giving rise to the complaint or alternatively 3 years from the date you should reasonably have known there are grounds for complaint (if the act/omission took place before 6 October 2010 or was more than 6 years ago).

If you are not satisfied with our handling of your complaint you can ask the Legal Ombudsman by phone on 0300 555 0333, by email at enquiries@legalombudsman.org.uk, by post at PO Box 15870, Birmingham, B30 9EB. Website <http://www.legalombudsman.org.uk/> to consider the complaint. Normally, you will need to bring a complaint to the Legal Ombudsman within six months of receiving a final written response from us about your complaint or within a year of the act or omission about which you are complaining occurring (or you are becoming aware of it).

Any dispute or legal issue 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.

Please note that you have the right to object to your bill by using our complaints procedure and ultimately submitting your complaint to the appropriate body referred to above and/or by applying to the Court for an assessment of the bill under Part III of the Solicitors' Act 1974.

Please be assured that we take any complaint very seriously indeed.

Financial services and insurance contracts

Insurance mediation work includes advising on and/or arranging an insurance policy. In conveyancing a common example includes advising on and/or arranging defective title indemnity insurance. This type of activity is heavily regulated, usually by the Financial Conduct Authority (FCA).

Under the Financial Services and Markets Act 2000, RG Law is not authorised to provide investment advice. We cannot advise you on the relative merits of your chosen mortgage or insurance products, nor whether the terms of those products are representative of those currently available on the market. These matters should be discussed with a Financial Advisor if you have any concerns.

RG Law is not authorised by the Financial Conduct Authority. However, we are included in the register maintained by the Financial Conduct Authority so that we can carry on non contractual Insurance Mediation Activities. Broadly, this is 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 www.FCA.org.uk/register.

As a legal practice recognised by the Law Society of England and Wales, we are allowed to provide these services under a special exemption. The Law Society of England and Wales is a designated professional body for the purposes of the Financial Services and Markets Act 2000.

The Solicitors Regulation Authority is the independent regulatory arm of the Law Society. The Legal Ombudsman deals with complaints against lawyers. If you are unhappy with any insurance advice you receive from us, you should raise your concerns with either of those bodies.

RG Law does not hold, directly or indirectly, representing more than 10% of the voting rights or of the capital in an insurance undertaking and no insurance undertaking or parent of any insurance undertaking has any holding, directly or indirectly, representing more than 10% of the voting rights or of the capital in RG Law.

Please note that for any indemnity insurance selected this is not done on the basis of a fair analysis of the market, you may ask for a copy of the list of insurance undertakings who deal in relation to the contract that we have provided.

In certain circumstances we are able to offer a limited range of investment services 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.

The Law Society is a designated professional body for the purposes of the Financial Services and Markets Act 2000.

We currently hold our client account funds in Nat West & Metro Bank. The £85000.00 Financial Services Compensation Scheme (FSCS) limit will apply to each individual client so if you hold other personal monies yourself in the same bank as our client account, the limit remains £85000.00 in total, so it may be advisable to check with your own bank as some banks now trade under different trading names. With effect from 3rd July 2015, the FSCS also provides a £1 million protection limit for temporary high balances held with a bank, building society or credit union if it fails. Further details relating to what constitutes a temporary high balance and the rules relating to the protection can be found at www.fscs.org.uk. In the event of a bank failure, you agree to us disclosing details to the FSCS.

Confidentiality

Information received as a result of our instructions will be treated in confidence, in accordance with our professional conduct rules. However, we will be entitled to disclose confidential information to our insurers, our auditors, and any other third party to the extent required by law or regulations, or where we consider it appropriate to ensure the successful implementation of your instructions. This term will continue in force beyond the termination or expiry of this agreement. We are also obliged to report to your lender various matters relating to your transaction, including (for example) where the purchase price differs from that shown in your lender's own valuation, or if you are obtaining an allowance from the other party. In these circumstances, your signature to our Terms and Conditions of Business authorises us to make such disclosures to your lender.

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 NCA. Where a solicitor knows or suspects that a transaction on behalf of a client involves money laundering, the solicitor may be required to make a money laundering disclosure. If this happens, we may not be able to inform you that a disclosure has been made or the reasons for it.

Solicitors are not allowed to disclose information about a client's affairs without the client's authority. By signing and returning these Terms and Conditions of Business you authorise us to disclose to the other parties in the transaction all information which we have in relation to your involvement in the transaction, including any related sale or mortgage and other financial arrangements and wishes as to dates for exchange and completion. This disclosure applies to all other parties in the chain of transactions and their agents, introducers and advisers. You may withdraw this authority at any time, but if you do so you should appreciate that we will inform the other party or parties and their agents, introducers and advisers that this authority has been withdrawn.

There may be situations when we are asked to work on both sides of a transaction. This means that one of our offices will deal with the sale of the property while the other office will deal with the purchase. If we do act for both sides of your property transaction, then we will ask for your permission in writing before progression the file. Below are the risks and benefits of Renier Gillies Ltd acting on both sides of the transaction.

Risks

- Whilst we have taken extensive measures to prevent unauthorised staff accessing your details, there is a risk that by working on both sides your legal file could be viewed by an unauthorised staff member representing the other party which could increase the risk of your interests being compromised. However, RG Law is regulated by the Solicitors Regulation Authority and our staff are trained as part of our comprehensive compliance management programmed to protect the best interests of our clients at all times.

Benefits

- By working on both sides of your transaction, your legal representatives will be more familiar with how the transaction is handled, than if there were 2 separate conveyancing firms working on it.
- The professional advisers/representatives involved in the transaction will be able to get the information they need from one organisation rather than 2.

Sometimes we ask other companies or people to do typing / photocopying / other administration duties on our files to ensure this is done promptly. We will always seek a confidentiality agreement with these outsourced providers. If you do not want your file to be outsourced, please tell us as soon as possible.

Due to our own internal quality standards, we are subject to periodic checks by outside assessors. This could mean that your file may be selected for checking, in which case we would need your consent for inspection to occur. All inspections are, of course, conducted in confidence. If you prefer to withhold consent, work on your file will not be affected in any way. 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 consent on this occasion will extend to all future matters which we conduct on your behalf. Please contact us if we can explain this further or if you would like us to mark your file as not to be inspected. If you would prefer to withhold consent, please put a line through this section in the copy letter for return to us.

Property disclaimers

We will not carry out a physical inspection of the property.

We will not advise on the valuation of the property nor the suitability of your mortgage nor any other financial arrangements.

We will not advise on environmental liabilities where we shall assume, unless you tell us in writing to the contrary, that you are making your own arrangements for any appropriate environmental survey or investigations. We may, however, need to obtain on behalf of your lender at your expense an environmental search.

Lenders

If you are taking a loan as part of your transaction we will also be acting for your proposed lender in this transaction. This means we have a duty to make full disclosure to the mortgagee of all relevant facts relating to you, your purchase and mortgage. That will include disclosure of any discrepancies between the mortgage application and information provided to us during the transaction and any cashback payments or discount schemes which a seller is providing you. If a conflict of interest arises, we must cease to act for you in this matter.

Acceptance

These Terms and Conditions of Business shall apply to any future instructions given by you to us, unless otherwise agreed. This is subject to the application of the current hourly rates applicable to our lawyers and to our range of legal services.

The work required by us will involve the creation of a contract, which is subject to The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. As such, you have the right to cancel your contract with us within 14 days. Should you require us to commence work on your matter within the 14-day cancellation period (because for example of the urgency of the case) you will need to confirm your agreement for us to proceed with your matter by signing and returning a copy of these Terms and Conditions of Business.

If you wish to cancel your instructions after you have signed and returned your copy of our Terms and Conditions of Business, please confirm this in writing to us straight away. You will be liable to pay for any disbursement costs incurred prior to our receiving your written instructions of cancellation.

By signing and returning our Terms and Conditions of Business to us, you are instructing us to start work on your behalf straightway, without us having to wait for the cancellation period to expire.

Please let us know if you have any queries relating to these Terms and Conditions of Business.

I confirm that I have read, understood, and accept these Terms and Conditions of Business.

Names:	Signatures:	Date of Signatures:
Name of 1 st client	Signature of 1 st client	Date of 1 st signature
Name of 2 nd client	Signature of 2 nd client	Date of 2 nd signature
Name of 3 rd client	Signature of 3 rd client	Date of 3 rd signature
Name of 4 th client	Signature of 4 th client	Date of 4 th signature

Each client MUST complete and sign this section