

BUSINESS TERMS

Introduction

Merit Legal Limited is authorised and regulated by the Solicitors Regulation Authority (SRA), The Cube, 199 Wharfside Street, Birmingham, B1 1RN, Tel. 0870 606 2555 under licence number 621442.

Merit Legal Solicitors, Merit Legal and MLL are trading names of Merit Legal Limited, a Private Limited Company registered in England and Wales (registered no. 9322120). Registered office: 10 Water Street, Birmingham B3 1HL

The Solicitors' Code of Conduct governs our obligations to you and is contained in the SRA Handbook. It is based on outcomes-focused regulation and can be accessed at www.sra.org.uk.

You will be deemed to accept these terms of business on the earlier of returning a signed copy of our accompanying letter referring to these terms of business or, using or continuing to use our services which for the avoidance of doubt includes providing any instructions or further instructions to us.

Responsibility for the work

You will be advised in the accompanying letter who will be dealing with the work, the status of that individual, and the name of the Supervising Partner.

Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013

Where the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 apply, you have the right to cancel your contract with us for legal services within 14 days from the day after you instructed us or receive these terms (whichever is later) provided that you do so in writing. You will not have a right to cancel however if you have already started to use our services or if you have signed and returned to us a copy of these terms or a letter referring to them. In that case you will have to pay us the agreed fees including VAT and expenses or, if the work has not been completed, a fair proportion of these fees including VAT and any expenses incurred.

Terminating our retainer

You are entitled to terminate your instructions to us any time. However, you should remember that we would be entitled to keep the papers and documents held on your

behalf until any costs and disbursements owing to us have been settled.

In certain circumstances, we may consider it necessary to stop acting for you. This might happen, for example if the payment of an interim payment or request for payment on account has not been made by you, a conflict of interest should arise or, if you do not give proper and reasonable instructions to us as to how we should proceed. If we decide to stop acting for you we will notify you immediately. You will be charged for the balance of the work done to date, plus any disbursements and VAT.

Insurance cover

Merit Legal has insurance cover approved by the Solicitors Regulation Authority up to a limit of £3 million per claim. We will not accept any liability for any claim that exceeds this amount. Please confirm to us in writing before we do any further work if you believe that any matter may involve a liability of more than £3 million so that we can obtain a quote for you for higher cover.

Scope of work to be undertaken

We have summarised the work that you have asked us to undertake on your behalf in the accompanying letter. The accompanying letter also form part of our Standard Terms of Business. Unless agreed to the contrary in writing the scope of our work will be limited as set out in the accompanying letter. We will not include tax advice.

Concerns you may have

If there are any issues about which you are concerned or require clarified or, if you are unhappy about any aspect of the service you have received during the course of your matter please raise them in the first instance with the person dealing with your matter; most concerns can quickly be resolved as Merit Legal is committed to offering high quality legal advice and excellent client care.

If we cannot agree an appropriate course of action and you remain concerned then you should contact Mohammed Qasim in his capacity of Client Care Director. We have a procedure in place which details how we handle complaints which is set out later in this document.

We are allowed eight weeks to consider your complaint. If we have not resolved it within this time you may complain to the Legal Ombudsman. If you are not satisfied with our handling of your complaint you can ask the Legal

Ombudsman to consider the complaint. You will normally have to bring a complaint to the Legal Ombudsman within six months of receiving a final written response from us about your complaint or within six years of the act or omission about which you are complaining (or if outside of the 6 year period, within three years of when you should have been reasonably aware of it). The contact details for the Legal Ombudsman are provided at the end of this document.

If you consider them to be unfair under Part III of the Solicitors Act 1974 you have the right to have our charges assessed by the court. Additional information is contained on our invoices.

Costs

Your legal costs might be met in a number of ways. They might be privately funded, or publicly funded (formerly known as legal aid – Merit Legal does not provide services under this system), or funded (for some civil/commercial litigation cases) under a conditional fee agreement or, contingency fee agreement. Sometimes the funding of costs may switch from one basis to another during the course of a matter.

Please note that payment of our billed costs is required within 14 days of the tax point/date shown on any invoice unless alternative terms have previously been agreed with us in writing. All payments made by credit card will incur a 1.85% bank charge.

Unless you have indicated to the contrary, we will whenever possible submit our bills to you by e-mail where you have supplied an email address.

When we are instructed by a company or a limited liability partnership, if our fees (including any VAT and any expenses) are not paid, then you (as the relevant director/s LLP members) agree that **you are personally liable** and that we may recover these costs from you personally as the director shareholder or member who has instructed us on behalf of the company or limited liability partnership, or who has provided any further instructions in the course of our work. Where we act for more than one client, all clients are jointly and severally liable for payment of our bills.

Litigation cases cost/benefit analysis and alternative funding

The question of whether the risk/expense of proceeding with the matter appears to be justified on a "cost/benefit" basis has been discussed with you. If we receive information that alters our view we will inform you.

If not already done so we will discuss with you whether our costs and disbursements and your potential liability for the other sides costs and disbursements may already be covered by insurance held by you and, if not so held whether it would be advisable for you to take out insurance to meet your potential liability for the other sides costs and disbursements.

Client Monies

Merit Legal Limited holds clients' money on deposit in accordance with the Solicitors Accounts Rules 2011 (SAR). The 'Partners' of Merit Legal Limited will not be liable for any loss to you in the event of a Banking failure resulting in the loss of money deposited by us with a Bank or building Society in accordance with the SAR.

Bank interest

Interest will be paid by us to you on any monies held on your behalf in our client account at a deposit rate reasonably achievable by us commensurate with our obligation to make the funds immediately accessible to you, in accordance with the Solicitors Accounts Rules which govern our obligations to you. Accordingly, no interest will be paid if the amount is less than £20.00. Any interest due to you will be paid gross and it shall be your responsibility to account to H M R C for any income tax that may be due.

Banking Failures

Please be aware that it is unlikely that Merit Legal Limited will be held liable for losses resulting from a banking failure. Please bear in mind that for any of your money held by us the following applies:

- Merit Legal Limited's Client Account is with Barclays. Under the Financial Services Compensation Scheme (FSCS) the £50,000 FSCS limit applies to the individual client. This means that if you hold other personal monies yourselves with Barclays bank since we have a client account which is affected by a banking failure then the limit remains £50,000 in total.
- If a bank or deposit taking Institution trades under different brands, (e.g. Royal Bank of Scotland also trades as the NatWest) the overall limit may still be £50,000. Where the same institution is trading under different names you should check either with the bank, the FCA or a financial adviser as to how a banking failure may affect your funds.
- Unless you confirm to us in writing to the contrary we shall assume, that in the event of a banking failure we have your express consent for the disclosure to FSCS of your details as our client.

Personal Checks

We reserve the right to undertake personal checks upon you. These may include (but are not limited to) fraud and credit checks conducted by credit and other reference agencies. We reserve the right to charge the costs of such checks to you. If the costs of such checks are likely to exceed £7 plus vat we will notify you in advance.

Data Protection - information held about you and/or your family

The information we request from you is required to enable us to fulfil our statutory and regulatory obligations. All such

information will be treated securely and strictly in accordance with the Data Protection Act 1998. We need information from you about you to advise you properly. Sometimes this will include information about your family's financial and personal circumstances. Please note:

- All and any of such information may need to be disclosed to such third parties (including credit reference agencies) as is reasonable in the course of our acting for you.
- All and any of such information that we hold can be held by us on computer and/or in paper files and records, and may be transferred internally.
- We may make searches at credit reference agencies to provide us with us with credit information about you and our request will be recorded by the credit reference agency. The results of any search can be used by us to decide whether any request by you to pay by instalments is acceptable. It may also be used for identification purposes, prevention of money laundering, the management of your account, and to trace you in the event of an account not being paid.

Financial Services and investments

If during the course of this retainer you need investment advice we may have to refer you to someone who is authorized by the Financial Conduct Authority, as we are not. However, as we are regulated by the Solicitors Regulation Authority, we may be able to provide certain limited investment services where these are closely linked to the legal work we are doing for you.

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 investment advice you receive from us, you should raise your concerns with either of those bodies.

Completed matters

Our file relating for this matter will be held for a period of at least 6 years following completion of the matter. We reserve the right to destroy the file thereafter without further reference to you. You may, of course, request in writing that the file be made available to you during that time; and, provided that your account with us is clear, the papers may then be collected during our normal office hours on giving at least 48 hours notice. We reserve the right to make a charge to you of not less than £20.00 plus VAT for the retrieval and provision of information from our closed files.

Document storage

We can arrange safe storage of documents on your behalf and there may be a fee associated with this. We reserve the right to make a charge to you of not less than £20.00 plus VAT for the provision of each document we store on your behalf. There may be additional postage charges.

Conflicts of Interest

We will not act if there is a conflict of interest, or a significant risk of conflict at some future date, between you and us, or between you and another client for whom we act, except (in the latter case) where we are permitted by the Solicitors Regulation Authority to do so with appropriate safeguards being put in place. To avoid conflicts of interest we undertake searches of our records before commencing work.

Payment Methods

Methods of Payments are:

Online Banking

Account name: Merit Legal Limited, Client Account

Bank: Barclays

Sort Code: 20-09-03

Account Number: 40398632

IBAN Code: GB16BARC2009 0340 3986 32

SWIFT Code: BARCGB22

Please quote our reference number which can be found on our letters to you

Cheque/Cash

You can hand deliver cash limited to £500 or a cheque for any value to our office or, post a cheque out to us. Please make the cheque payable to Merit Legal Limited.

COSTS INFORMATION

Introduction

Our charges are calculated by reference to a number of factors, including the time spent by the individual dealing with the matter and by any other member of the firm who deals with the matter. Further details regarding the charge-out rate for the fee earner dealing with your particular matter are outlined in the departmental leaflet or letter which accompanies this information sheet.

This charge-out rate includes advising you, attending you and others, dealing with papers, correspondence, emails, text messages, telephone calls, travelling and waiting times and any other time spent by us in dealing with your matter. The time we spend is recorded in six-minute units. Dates on our computer records are the dates on which entries are logged and may not correspond to the actual dates when work was carried out.

The firm's charges may in addition contain an element based on the value of the matter, property, debt, estate or other assets involved- this is because the value is a reflection of the importance of the matter and consequently the responsibility of the firm. Additional factors taken into account in assessing fees under the Solicitors (Non Contentious Business) Remuneration Order 2009 are, for instance, urgency, the importance to you, the number and complexity of any documents involved, and working outside normal business hours.

If you wish, you may set a limit on the costs and expenses which we may incur on your behalf but you should bear in mind that this may limit the amount of work that we can do for you. This will mean that we can incur costs and expenses up to an agreed limit without needing to refer back to you however we may have to cease work at a critical stage of your case. We will not exceed the agreed limit without your consent and will inform you as soon as it appears the limit is about to be reached.

In situations that require urgent action by us to protect your interests we reserve the right to carry out such work without referring back to you for instructions and in such circumstances we reserve the right to charge to you our time for urgent work at our hourly rate from time to time.

All our rates are reviewed annually (with any increase to run from 1 May). You will be notified in writing of any changes which will come into effect no less than 1 month after you are notified.

Payment Arrangements

It is normal practice and our policy to ask clients to make payments on account from time to time. These payments help us to meet our anticipated charges and expenses as they arise, and avoid delay in progress of a matter. Where the firm does have to pay disbursements on your behalf, we will, in any event, ask you to pay these when or before they are incurred. If we are obliged to pay out monies on your behalf against uncleared funds we reserve the right to charge interest at 4% over the base rate from time to time of Barclays Bank Plc.

Unless we have agreed otherwise with you, we will from time to time throughout your matter send you an Invoice. Each such invoice we deliver to you shall be a **statutory interim bill and will be a final bill for the period being billed**. If you are unhappy with any such invoice you have a limited time to apply to the court to challenge the invoice. When any amount paid by you on account of costs and disbursements becomes exhausted, we will require you to provide further sums on account. All amounts received will be shown as paid on our bills.

If at any time you wish to enquire about future potential costs expenditure we will give you the best indication possible regarding the likely overall cost. However, such costs can be difficult to assess and you must appreciate that any figures given can only be an estimate. In any event, we will update you as to costs at least every six months. This enables you to budget for costs.

In our experience if the costs are dealt with in this way you are kept fully informed of the costs and expenses throughout and, you are not surprised with a substantial bill at the end of the matter. You understand that in the event of a payment not being made we reserve the right to cease acting for you and at that stage the value of the work done up to that date will be charged to you.

Where any amount (including VAT as appropriate and expenses) remains unpaid after 14 days from the date of our account as shown/tax point, we reserve the right to charge a fixed administration fee of 15% of the outstanding amount which will be added to the bill. This fee will be added every 12 months to whatever balance remains due.

Litigation

If you are successful, the other party may be ordered to pay some or all of your costs and disbursements. **It is very important for you to understand that you are responsible for paying our account in the first instance in full and regardless of the amount that may be recovered by you from the other party at the end of the day.** Please note that even if you are successful, the other party may not be ordered to pay all of your costs and disbursements or, may not be able to pay. If the other party's case was publicly funded it is unlikely that the other party would be ordered to pay your costs or for you to enforce those costs without the leave of the court. Where a case falls into the Small Claims Track neither party can recover costs against the other save for court fees incurred.

If an interim court hearing is aborted because of your non-attendance (when required), non-cooperation or default, or if there was a finding against you at an interim hearing, you may be ordered to pay the other party's wasted costs for that hearing and they would usually fall to be paid within 14 days. We would inform you if this situation arose in your case.

The court can order you to pay the other party's legal costs and disbursements in certain circumstances. This might happen, if, for example, you lost your case or an interim application. Those costs and disbursements would be payable in addition to our charges.

If we have not done so already, we will discuss with you whether our costs and disbursements and your potential liability for the other party's costs and disbursements may already be covered by insurance and, if not, whether it would be advisable for you to take out insurance to meet the other party's costs and disbursements.

COMPLAINTS POLICY

At Merit Legal Limited we are committed to providing a high-quality legal service to all of our clients. When something goes wrong we will tell you about it. This helps us to improve our standards.

If you have a complaint, please initially contact Mohammed Qasim.

What will happen next?

- 1) Mr Qasim will acknowledge receipt of your letter within 5 working days of its receipt by him (unless he is out of office due to court commitments or annual leave).
- 2) He will record your complaint in the Complaints Register and open a file specific to your complaint.

- 3) He will assess your complaint and will determine who he feels is the best person to deal with the complaint at that stage. This might be the fee earner about whom the complaint is made; it might be the supervisor of that fee earner or it might be Mr Qasim himself. You will be advised of the identity of the relevant person in Mr Qasim's letter of acknowledgement.
- 4) We will then start the investigation into your complaint. There might be several stages to this but we will generally try to complete our investigation within 5 working days of Mr Qasim's acknowledgement of your complaint. If more time is required or if we need further information from you or from elsewhere then we will notify you and tell you by when we hope to respond.
- 5) Sometimes we find that a meeting is helpful and if you agree a meeting may be arranged. If we are unable to resolve matters at a meeting we will send you a detailed reply to your complaint. This will include suggestions for resolving the complaint where appropriate and that letter will ordinarily be sent within 5 working days of us completing our investigations.
- 6) At that stage if you remain dissatisfied you can contact us again. We will then arrange to review our decision. This will happen in one of the following ways:
 - a) either, the Supervising Partner will review his/her own decision within five working days or;
 - b) Mr Qasim will review your complaint within 10 working days.

We will let you know the result of the review within five working days of the end of the review. At this time we will write to you confirming our final position on your complaint and explaining our reasons.

- 7) If we have to change any of the timescales above, we will let you know and explain why.

We have eight weeks to consider your complaint. If you remain dissatisfied at the end of our complaints process, you then are at liberty to contact the Legal Ombudsman, an organization which investigates complaints about poor service from lawyers. The Legal Ombudsman can investigate complaints up to six years from the date of the problem happening or within three years of when you found out about the problem. If you wish to refer your complaint to the Legal Ombudsman, this must be done within 6 months of our final response to your complaint.

The contact details for the Legal Ombudsman are:

Legal Ombudsman
PO Box 6806
Wolverhampton
WV1 9WJ

www.legalombudsman.org.uk

Tel. 0300 555 0333

Email: enquiries@legalombudsman.org.uk