

AMS SOLICITORS **TERMS & CONDITIONS**

Introduction

The following terms of engagement apply to all work carried out by AMS Solicitors Limited for clients except as otherwise agreed. The expression "we", "us" and "our" refer to AMS Solicitors Limited and "you" and "your" refer to our client.

Our intention is to provide you with the highest quality of service, handling your instructions with professional skill, care and attention.

People responsible for your work

Your case will be handled by one lawyer at our office. A Solicitor, will carry out most of the work in this matter. In the event that the file handler is not available to speak with you at any time an assistant will be sufficiently aware of progress to be able to help at any time with enquiries, making appointments etc.; or if unable to help you will be pleased to take a message for you.

We try hard to avoid changing the people who are handling your work but, if this cannot be avoided, we will notify you promptly who will be handling your matter and why the change was necessary.

Mediation

Notwithstanding the fact that your case could be settled, either by negotiation or Court proceedings, this firm also operates an alternative procedure of mediation. This can be used in certain cases to produce potentially an earlier settlement than Court action. By signing these Terms and Conditions of Business you are deemed to agree that the process of mediation can be utilised, if appropriate, in your case without the need for further confirmation from you.

Storage of papers and documents

We store files for six years after the end of your case, at no charge to you.

The files will then be destroyed and we shall take it that we have your permission to do this unless you tell us otherwise in writing.

We also reserve the right to make a charge for storage, if we ask you to collect the file and you fail to do so.

If we retrieve papers or documents from storage in relation to continuing or new instructions to act in connection with your affairs, we will not charge for such retrieval. However, we reserve the right to levy an administration charge based on time spent for producing stored papers or documents to you or another at your request.

We may also charge for reading, correspondence or other work necessary to comply with your instructions.

We may, in our discretion, make an electronic copy of any document we receive and destroy the paper original document six months after the paper original document was received. If you subsequently ask us for a document, after the six months has

expired, then we shall only be obliged to provide you with a copy of the document held in electronic form and not the original paper document. If any particular document is sent to us that you wish us to retain as an original and not destroy it, then you must tell us in advance and again at the time the document is received. If you do not tell us, then we shall hold the document in electronic form only after the expiry of six months.

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:

- AMS Solicitors Ltd is the data controller;
- Mr Abdurahman Suleman 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.

If you are a new client or an existing client who has not previously supplied information, you are requested to supply both of the following; one item from List A and one item from List B (please note we require certified copies if you are sending these by post or if you are bringing in the original documents to our offices – we will make certified copies here)

LIST A – Proof of Identity

1. Current fully signed Passport
2. Current full UK Photocard
Driving Licence.

LIST B – Address Verification

1. A bill for the supply of electricity, gas, water or telephone services (provided it is fewer than three (3) months old). Mobile phone bills are not acceptable.
2. Television Licence renewal notice.
3. Council Tax bill (provided it is fewer than three (3) months old).

4. Recent Tax Coding Notice.
5. Recent Mortgage Statement.
6. Credit Card/Bank Statement
(provided it is fewer than
three (3) months old)
showing current address.

Body Corporate:

If you are a new or existing body corporate client not listed on a regulated market who has not previously supplied information, we will require the following:

1. Company / organisation full name;
2. Company or other registration number;
3. Registered address and, if different, principal place of business address;
4. Articles of association or other governing documents;
5. Names of the Board of Directors or members of your management body and its senior management;
6. Documentation in accordance with lists A and B above for the officer of the corporate body giving us the instructions on behalf of the client together with written confirmation from that corporate body that the officer is authorised to act on its behalf.
7. Written confirmation of any individual who controls the management board of the corporate body or who owns or controls more than 25% of its share or voting rights

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.

The anti- money laundering guidance which UK banks and other finance services firms must adhere to is issued by the Joint Money Laundering Steering Group ("JMLSG"). The JMLSG considers all clients with funds deposited in a law firm's pooled client account to be beneficial owners of that account. The JMLSG does not require banks to routinely identify the beneficial owners of law firm's pooled accounts, as they do with most other accounts they issue. Pooled client accounts are granted this exemption on the proviso that this information is available upon request. In the event of Our bank requesting information about the beneficial owners of Our pooled client account, You agree to Us disclosing Your details to them.

Card Payments

We have the facility to accept payments from you by Debit, or Credit card if you prefer. We do not make a charge for payments made in this way but we do impose a

maximum limit of £2,000.00 on card use, unless prior agreement has been made with us.

Confidentiality

Solicitors are under a professional and legal obligation to keep the affairs of the client confidential.

However, 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.

Acceptance of cash / cheque processing / Telegraphic Money Transfers / Interest on money that we hold

Our firm's policy is not to accept more than £500.00 in cash from clients.

When a case is concluded, sometimes the cheque is payable to us and sometimes it is payable to you. If it is payable to you, then we can make payment more quickly to you if we encash the cheque into our client account.

We have your permission to endorse the cheque into our name. We will then pay these fees due to the creditor, direct, on your behalf. You have no objection to our doing so.

If you ever change your mind, please write and tell us.

Where we transfer money by telegraphic transfer at your request we will ask you to pay £27.00 for our fees, plus a bank fee of £8.00, and VAT at the current rate.

Any money that we receive on your behalf will be held in our client account. Interest will be calculated and paid to you at the rate set by Barclays Bank. Of course, that may change. The period for which interest will be paid normally runs from the date(s) that we have cleared funds in our client account until the date(s) on the cheque issued to you.

The payment of interest on the client money held is governed by Solicitors Regulation Authority Accounts Rules 2011. The policy of the firm is to pay interest on all client balances held providing that we only pay interest if the amount due on balance held is £20 or more.

Payment of Interest

Where clients' money is held by the firm for any period of time in an interest bearing account, subject to the Solicitors Act 1974 as amended by the Legal Services Act 2007 and in accordance with the SRA Accounts Rules 2011 we are allowed to retain interest earned, subject to a duty to account to you the client in certain defined circumstances.

Where it is considered fair and reasonable to do so in all the circumstances and at the absolute discretion of the principle where: -

- a. the interest earned does not exceed **£20.00**;
- b. the amount we hold on your behalf does not exceed the amount shown in the left hand column below for a time not exceeding the period indicated in the right hand column:

<u>Amount</u>	<u>Time</u>
£1,000.00	8 weeks
£2,000.00	4 weeks
£10,000.00	2 weeks
£20,000.00	1 week

The firm will account to you the client a sum of not less than 75% of the net interest accrued over the period after the deduction of any taxes.

This statement of general policy is subject to variation by agreement at the outset of the retainer in individual cases.

In case were money is deposited for longer periods and is held in a separate designated client account interest accrued will be passed to you the client without deduction.

Intellectual Property Rights

Copyright

We retain copyright and all other intellectual property rights in all documents and other works we develop or generate for you in providing the Services (including know-how and working materials as well as final documents). We now grant you a non-exclusive, non-transferable, non-sublicensable licence to use such documents or other works solely for the Matter to which the Services of developing or generating them relate and not otherwise. If you do not pay us in full for our Services in relation to that Matter we may, on giving you notice, revoke that licence and only re-grant it to you once full payment has been made.

Opinions from Barristers and other Third Parties

We may retain, for our subsequent use, a copy of the advice or opinion of any barrister or other third party given in written form (or any note of any advice or opinion) obtained in the course of providing the Services. Any barrister or other third party will be instructed on the basis that any such advice or opinion will be so retained.

If we retain a copy of any advice or opinion in this manner we will take all reasonable steps to conceal information (such as names, addresses or descriptions) which might reasonably enable you to be identified.

Joint Instructions

Where we agree to work on a Matter for more than one client jointly, the rights and obligations of the joint clients to us in relation to the Services will be several (save for obligations to pay money to us, which will be joint and several).

Each joint client irrevocably permits us to disclose to any other of the joint clients at any time any information which we would otherwise be prohibited from so disclosing by virtue of our duty of confidentiality. If any joint client ends this permission during the provision of the relevant Services, or if a conflict of interest otherwise arises between joint clients, we may suspend or terminate the provision of Services related to that Matter to one or more of the joint clients.

If any joint client asks us to transfer documents we will deliver Your Documents to, or to the order of, the joint client who delivered them to us. We will retain any Documents Held For You and will supply copies to each joint client, making the originals available at one of our offices for inspection by any joint client on reasonable prior written notice.

Force Majeure

Neither You nor We shall be liable for any failure to perform, or delay in performing, any obligations (other than payment and indemnity obligations) if and to the extent that the failure or delay is caused by Force Majeure and the time for performance of the obligation, the performance of which is affected by Force Majeure, shall be extended accordingly

Liability

Duty of Care

We will use reasonable skill and care in the provision of the Services. Where we make an assessment for you, either expressly or by implication, of the likely level of risk associated with different potential courses of action, you accept that such assessment is made relying only upon the information and documents then available to us and cannot, therefore, be definitive.

Accordingly, such an assessment should only be used as one element in the making of any practical or commercial decision. You accept that the magnitude or acceptability of a risk is a matter for you.

The aggregate liability of the Firm (or of any service company owned or controlled by or on behalf of any of the Partners) and of all Partners, consultants to and employees and agents of the Firm and any service company owned or controlled by or on behalf of any of the Firm or the Partners in any circumstances whatsoever, whether in contract, tort, under statute or otherwise, and howsoever caused (including but not limited to our negligence or non-performance), for loss or damage arising from or in connection with the Services provided shall, in relation to each Matter, be limited to the sum, unless otherwise agreed, of Three million pounds (£3,000,000.00)

Third Parties

The Services are provided to and for the benefit of you as our client and you alone. No other person may use or rely upon the Services nor derive any rights or benefits from them. The provisions of the Contracts (Rights of Third Parties) Act 1999 are to that extent excluded.

The Firm alone will provide the Services and you agree that you will not bring any claim whether in contract, tort, under statute or otherwise against any Partner, or any consultant to, or employee or agent of the Firm or any service company owned or controlled by or on behalf of any of the Partners and those Partners, consultants, employees and agents shall be entitled to rely on the terms of this agreement insofar as they limit their liability.

Drafts

Where we provide draft or provisional advice or other materials, that advice or those materials are not to be relied upon as constituting our final view.

Termination

Either you or we may terminate the provision of all or any of the relevant Services at any time by giving written notice to the other. We will not do this without good and substantial reason, such as:-

- a. the threat or risk of violence, injury or other danger to the physical, psychological or moral well-being of any of our personnel; or
- b. the discovery or creation of a Conflict of Interest; or
- c. your requesting us to break the law or any professional requirement; or
- d. the relationship of trust and confidence necessary between solicitor and client ceasing to exist between us; or
- e. your failure to pay to us any amount due, or money on account requested; or
- f. your insolvency; or
- g. your failure to give us adequate instructions; or
- h. our being forbidden to act by the National Crime Agency; or
- i. our reasonable belief that our continuing to represent you may cause damage to the professional or personal reputation of our firm or any of its personnel; or
- j. any other breach by you of these terms.

Rights on Early Termination

On early termination, by either you or us, you will remain liable to pay all fees and expenses incurred before termination and due under our contract or due on the basis of the time spent at our usual hourly rates, whichever is the less, together with any further fees and expenses for work necessary to transfer our files to another adviser of your choice. All our rights set out in these terms shall continue to apply even if we terminate the agreement.

Complaints

We are committed to high quality legal advice and client care. If you are unhappy about any aspect of the legal service you have received, or about the bill, please contact Abdurahman Suleman by letter, email or telephone.

At any time, or if you are not satisfied with our handling of your complaint, you can ask for a copy of our complaints procedure. If you are dissatisfied with the handling of your complaint, you can, under that procedure, raise the matter with us formally by

contacting our Client Care Partner, Mr A. Suleman in writing at: AMS Solicitors, Wentworth Building, 1B Fairways Office Park, Pittman Way, Fulwood, Preston, PR2 9LF, or by e-mail to ars@amssolicitors.co.uk.

If for any reason we are unable to resolve the problem between us, then you may take your complaint to the Legal Ombudsman. The Office for Legal Complaints, which is accountable to Parliament through the Lord Chancellor and is sponsored by the Ministry of Justice, operates a complaints and redress scheme via the Legal Ombudsman (LeO).

The LeO is an independent complaints handling body and is not part of the solicitors 'profession and operates independently.

Normally, you will have to bring your complaint to the Legal Ombudsman 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).

Contact details:

The address of the Legal Ombudsman is: PO Box 6806, Wolverhampton, WV1 9WJ; telephone, 0300 555 0333; or view their website at www.legalombudsman.org.uk, email enquiries to: enquiries@legalombudsman.org.uk

The LeO will only consider complaints made by members of the public, very small businesses, charities, clubs and trusts. If you are unclear as to your status and whether you have the right to make a complaint to the LeO, you should contact the Ombudsman direct to clarify whether or not you are entitled to do so. The contact details are above.

For the avoidance of doubt, your complaint can include a complaint about our firm's bill. You may, depending on the type of case you have with us, have a right to object to the bill by applying to the Court for an assessment of the bill under Part III of the Solicitors Act 1974. You should note that if all or part of a bill remains unpaid, we are entitled to charge you interest. Interest will accrue on all debts over 7 days until the time they are paid at the rate of 8% above the Bank of England's Base Rate. Any debts that have to be chased will incur a handling charge of £50 plus VAT.

Equality and diversity

We are committed to promoting equality and diversity in all of our dealings with our clients, third parties and employees. Please contact us if you would like a copy of our equality and diversity policy.

Data Protection

You have a series of rights outlined under Data Protection legislation over how your personal data is used, including erasure in specific circumstances. However, we may not always be able to agree with the exercise of such rights, as often your personal data remains necessary in relation to the purpose for which it was originally collected and processed. Further information is available in our Privacy Policy, a

copy of which accompanies these Terms of Business, is available on request (or can be viewed on our website at any time).

What personal information we process

The categories of personal data we process include general personal data (which includes normal personal data, personal identity, email addresses and personal financial data) and special categories of personal data if these have been voluntarily provided to us (which includes ethnicity, nationality and medical history).

How we use your personal information

When your file is open, the personal data is necessary in relation to the purpose for which it was originally intended. We process your personal information to fulfil our contract with you, or where you or we have a legitimate interest in doing so, where otherwise permitted by law, or to comply with applicable law and regulation. We use your personal information for:

- Service provision and internal processing (i.e. to assess and/or provide and to service your matter).
- Management of relationship (e.g. to develop your relationship with us).
- Resolving queries.
- Training and service review (e.g. to help us enhance our services and the quality of those services).
- Statistical analysis (e.g. to help us enhance our products and services or delivery channels to keep costs down).
- Complying with legal obligations (e.g. to prevent, investigate and prosecute crime, including fraud and money laundering).

When your matter is completed and / or your file is closed, we may still process your personal information where we have a legitimate interest in doing so, where we are permitted by law, or to comply with applicable laws and regulation.

Examples of such instances will include:

- Complying with legal obligations for statutory and regulatory requirements including for example, HMRC Returns, complaint handling, anti-money laundering, reporting to our regulatory body – the Solicitors Regulation Authority;
- Archiving and Storage of your file for the periods outlined in our Retention Policies – see section 12 of these Terms of Business. (Archiving and Storage of personal data is still classed as a processing activity even though it is not being regularly accessed and remains securely locked away); and
- Our legitimate interests to conduct conflict of interest checks, statistical analysis and research to help us enhance our products and services.

How We Share Your Information

- We may share your personal data with a range of organisations which enable us to fulfil our contract with you, or where we have legitimate interests to do so, or otherwise are required by applicable law and regulation. We can provide more details specific to your personal data on request.

- For further information on how we use your data please see our Privacy Policy which is available on request or can be viewed and downloaded at (<https://www.amssolicitors.co.uk/privacy-policy>)

You have a right to complain to the Information Commissioner's Office (<https://www.ico.org.uk>), which regulates the processing of personal data. You may also seek a judicial remedy.

We may carry out database searches using your details and record the results. We may, for example, search the DVLA, Equifax, Companies House, Electoral Roll, Call ML or similar databases. This is not an exhaustive list. By instructing us, you acknowledge that we have both a legal obligation and legitimate interest to our making such searches and keeping the results.

Quality Standards

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/auditing, in which case we would need your consent for inspection to occur. We believe we have a legitimate interest in acting in this way and take every possible precaution to protect your personal information. All inspections are, of course, conducted in confidence and all external firms and organisations working with Us are required to maintain confidentiality in relation to any files and papers that are audited/ checked by them.

Your file(s) may also be reviewed in a due diligence exercise relating to the sale or transfer of all or part of Our business, the acquisition of another business or the acquisition of a new business. Again, we believe we have a legitimate interest in acting in this way and take every possible precaution to protect your personal information. If you prefer that your file is not checked / audited or reviewed as detailed above, work on your file will not be affected in any way. Please contact us if we can explain this further or if you would like us to mark your file as not to be inspected.

Statement under the Provision of Services Regulations 2009

We are regulated by the Solicitors Regulation Authority (SRA).

Full details of the SRA Code of Conduct can be found at <http://rules.sra.org.uk>
Our VAT registration number is 864 8468 71.

Details of our professional indemnity insurance are provided on our web site at <http://www.amssolicitors.co.uk>.

Reporting on the matter

We aim to provide you with regular updates in relation to each matter and attempt to seek your authority before proceeding on any matter.

Estimate of Time¹

It is our aim to try and conclude matters as soon as possible; although certain debt matters may take up to 6 months or longer.

In the event court proceedings are commenced, procedures will need to be followed in accordance with the court directions. Therefore the length of any conclusion of a case will be dependent on when documents need to be filed by, any mediation appointments or any hearing dates.

Procedure of Post Issued Cases

Once the Court Summons has been filed at court, they will be sealed and allocated a claim number. These sealed court summons are effectively served on the Defendants to enable them to put forward their admission or Defence.

If a Defence has not been filed within 14 days, we will be entitled to request judgment against the Defendant. Please note on some occasions the Defendants will file documents at court within 14 days allowing them 28 days in total to prepare a Defence.

However if no Defence has been filed it will allow you the opportunity to recover your debt via enforcement proceedings.

If a Defence has been filed by the Defendant, the court will send both parties, Allocation Questionnaires to determine which track this claim is suitable for².

Following this the court will provide a hearing date with directions that will need to be followed and adhered to. The directions can include mediation appointments, dates for when witness statements and documents need to be filed at the court by.

Charges

Our Charges are based on an hourly rate (charged in increments of six minute units) agreed in advance, save in respect of pre-issue debt recovery work which is charged by reference to a pre-agreed scale.

Full details of our costs charges and disbursements can be found our website (<https://www.amssolicitors.co.uk/debt-fees>). All costings are subject to VAT at the prevailing rate.

Expenses and Disbursements

In appointing us to act on your behalf, you are also authorising us, unless you instruct us to the contrary, to incur such expenses and disbursements as we consider necessary which you will be required to reimburse to us. We will consult

¹ Please note each individual case will depend on its own merits

² The track will be dependent on the value of the amount claimed. This can include the Small Claims Track which is for claims under the value of £10,000.00. The Fast Claims track is for claims between £10,000.00 and £25,000.00. The Multi Claims Track is for claims over the value of £25,000.00.

you before incurring any significant expenses or disbursements. We will request payment of Court fees to be paid up front.

Examples of expenses and disbursements we may have to pay on your behalf include court and enforcement fees, being dishonored or revoked, and fees of Counsel or any other experts.

Value Added Tax

Any estimates or quotations given by us are net of VAT, which will be charged as applicable on our fees and on those expenses and disbursements that are liable for VAT.

Fees

Fees are due upon the presentation of our invoice.

If we do not receive payment within 21 days of presenting our invoice we may exercise our statutory right to claim interest and compensation for debt recovery costs under the late payment legislation if we are not paid according to agreed credit terms.

If an account is overdue for payment, we may reserve the right to suspend work and to retain documents and papers belonging to you and your associates, irrespective of the matter to which they relate, until all sums outstanding are paid.

Conflict of Interest

In the event that a potential conflict occurs between your interests and the interests of another client of the company during the process of a matter we will discuss the position with you and determine the appropriate course of action. In order to protect your interests, our professional rules may require us to stop acting for you on that matter.

Communication between you and us

We are confident of providing a high quality service in all respects. If, however, you have any queries or concerns about our work for you, please raise them with Mrs Sehana Bux. All Solicitors must attempt to resolve problems that may arise with their services. It is therefore important that you immediately raise any concerns you may have with us. We value you and would not wish to think you have reason to be unhappy with us. You may also submit a formal complaint as mentioned above in the section headed Complaints.

Jurisdiction

This agreement shall be governed by the Laws of England to the exclusive jurisdiction of whose courts the parties hereby submit.

Insurance

We have a legal duty to tell you about our professional indemnity insurance. We have an obligation to carry such insurance and our qualifying insurers are; full details of our insurers, the policy number and the level of cover are available on request.

The insurance covers our practice carried on from our offices in England and Wales and will extend to acts or omissions wherever in the world they occur.

Financial Services Compensation Scheme

In the event of a banking failure it is unlikely that the firm would be held liable for any losses of client account money.

We currently hold our client account funds in The Royal Bank of Scotland PLC (RBS). The £85,000 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 £85,000 in total, so it may be advisable to check with your own bank as some banks now trade under different trading names.

However, with effect from 3rd July 2015, the FSCS will provide 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.

Criminal Finances Act 2017

The firm is committed to promoting compliance with the requirements of the Criminal Finances Act 2017 within its practices as well as in those areas in which it has influence.

The firm does not tolerate tax evasion, or the facilitation thereof in any circumstances, whether committed by or facilitated by a client, personnel or associated persons/companies.

Agreement

Unless otherwise agreed, these Terms of Business apply to any future instructions you give us.