

Timothy J Gibbons
Solicitor and Chartered Tax Adviser

TERMS OF BUSINESS AND INFORMATION FOR CLIENTS

Regulatory Information

I am a sole practitioner recognised by the Solicitors Regulation Authority (SRA) (No. 491253) I am subject to the Solicitors Code of Conduct 2007 (the Code) and to the regulation of the SRA.

I am not authorized under the Financial Services and Markets Act 2000 but I am able in certain circumstances to offer a limited range of investment services to clients because I am a member of the Law Society. I can provide these services if they are an incidental part of the professional services I have been engaged to provide. I am registered to provide insurance mediation activities (advising on, selling and administration of insurance contracts).

I am also an associate of the Chartered Institute of Taxation and a member of the Society of Trust and Estate Practitioners.

Fees

I am required by the Code to give clients the best information possible about the likely cost of a matter at the outset and where appropriate as the matter progresses. In some cases a fixed fee will be agreed at the outset, but most other cases this will be based on an hourly rate which will be advised at the beginning of a matter.

Hourly rates are reviewed every six months with effect from 1st March and 1st September, and clients will be advised of any increase which will be applied to their current matters.

Time is recorded in 6 minute units and charged at one tenth of the hourly rate, with untimed telephone calls, letters and emails written treated as one unit. Letters, emails and other written communications received are not subject to a unit charge unless the time spent reading them has been recorded.

VAT is charged on all fees. Hourly rates and estimates of fees are generally quoted exclusive of VAT.

Where possible I will give an estimate of the likely cost of a matter at the first meeting or shortly after. Sometimes it is not possible to give a reasoned estimate without doing some preparatory work, and if so the likely cost of the preparatory work will be discussed and agreed at the outset, and a further estimate given once the likely cost can be estimated.

In all cases I will provide statements of time spent and cost (including disbursements) incurred to date at reasonable intervals or on request. Where I think that it may be necessary to do work which was unforeseen at the time of giving the estimate, I will advise the client and give a further estimate.

Estimates are given as part of the legal services provided, to enable clients to be informed of their obligations and to weigh up the cost against the benefit sought. Unless agreed to be a fixed price quotation, an estimate does not constitute a fixed or guaranteed fee. This means that while the client's obligation to pay for work will not exceed the amount estimated, it may

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not be possible to meet the client's requirements or to complete his or her instructions without incurring fees in excess of the original estimate.

A final bill will be delivered at the conclusion of a matter, and during the progress of a matter interim bills may be delivered, either as agreed between us or at convenient intervals. All bills are for payment on presentation, and following delivery of a bill payment may be taken from any money held for the client without further authorisation unless that money has been paid to me for a specific purpose. Interest may be charged on unpaid bills.

Advance payment on account of future costs and disbursements may be required. Non-payment of an interim bill, or a reasonable amount on account of future costs and disbursements, will entitle me to suspend work, or if the delay is prolonged, to terminate the contract. In either case written notice will be given to you.

The client is liable for costs in cases where a third party has agreed to pay them, unless I have agreed in writing that I will not look to the client for payment in any event.

You have the right to object to any bill. If you do you should follow the procedure outlined under 'Complaints', post. A complaint about fees may also be referred to assessment by the High Court or County Court under Part III Solicitors Act 1974

Papers, property and data relating to clients

All papers relating to a clients matter, whether provided by the client or prepared by me as part of my work (other than my notes or memoranda, and documents which are part of the business records of my practice) are the property of the client, who is entitled to possession of them. I am entitled to withhold a client's papers until such time as any outstanding costs or disbursements have been paid, although in line with professional guidance I will generally accept another solicitor's undertaking for the payment of costs in order to obtain the release of a former clients papers.

At the conclusion of a matter I will if requested within one month after delivery of the final bill hand over the client's papers to him or her or as directed. Before doing so I may have the papers, or some of them, copied or stored electronically (at my expense) for my records. Otherwise, I will store completed client matter files either in paper or electronic form for such period as I think is appropriate having regard to the nature of the matter, and relevant SRA guidance. I may make a charge for retrieving copies of documents from electronic records of a completed client matter file.

Where I have undertaken to provide secure storage for important documents (including wills and title deeds) they will be stored without limitation of time subject to the terms specifically agreed.

I may at any time store data relating to clients and their affairs in computer systems maintained by outside providers and accessible via secure internet links. I will require from outside providers levels of service and security appropriate for a professional practice storing confidential data relating to clients, but I shall not be liable for loss or disclosure of data except to the extent that damages may be recoverable from such provider.

I will use unencrypted email for communications with or about clients and their affairs, but I will not send detailed personal information by unencrypted email without the clients consent. The use of email by a client in communication with me about his or her affairs will generally be taken as constituting consent to the use of email generally for confidential communication with the client regarding that matter, subject to more specific instructions from the client.

Levels of Service

My intention is to provide a high standard of professional service in an efficient and timely manner in accordance with the requirements of my clients. So as to minimise, so far as possible, the risk of misunderstanding or dispute, advice on important matters will generally be given in writing; where advice is given orally, the main points will be confirmed in writing, unless the client requests otherwise. Under 'Liability for Negligence and Limitation' post there is a restriction on my liability for advice which has not been confirmed in writing.

As a sole practitioner I face many competing claims on my time; I may not always be able to deal with matters as quickly as I, or my clients would wish. In general I will return clients phone calls by the end of the next working day, and reply to letters or emails by the end of the second working day after receipt. If I am not by then able to give a considered reply, I will acknowledge it with an indication of how long I will need to do so.

If I am absent from the office for more than one working day, the office will be closed to the public. Information about when it will reopen will be available by recorded telephone message, and by automatic acknowledgement of emails received. I will give all clients notice of any planned absence of more than three working days, in order that any matters needing timely attention can be identified and arrangements made.

Liability for Negligence and Limitation

Like all practising solicitors and chartered tax advisers I am required to maintain professional indemnity insurance to cover the risk of claims made by clients for negligence or breach of contract which has caused them loss or damage. I accept instructions on the basis that my liability for such claims is limited to the amount of the minimum sum required to be insured by the regulations applicable at the time a claim is made, or the sum actually insured, whichever is the greater.

My current insurance is with XL Insurance Company Limited of 70 Gracechurch Street, London EC3V 0XL and the territorial cover is worldwide.

I am not qualified to advise on foreign law or taxation, and give no advice on such matters.

I exclude liability for advice given orally which has not been confirmed in writing unless the client gives me notice of his or her dissatisfaction with that advice and reasonable particulars of the grounds for such dissatisfaction within twelve months after the advice was given.

Anti-Money Laundering Requirements

I am required to obtain and keep a record of documentary evidence of the identity and address of all clients. This will normally consist of an official identity document (such as a passport or driving licence) carrying a current photograph of the client and a document issued within the past three months from an official source showing the client's current address; if either of these cannot be provided I will advise about acceptable alternatives.

I am also required to obtain information about the source and beneficial ownership of money or property to be handled in the course of carrying out my work, even though this may not be part of the work I have been instructed to do.

If I know or suspect that I have been instructed to carry out work relating to criminal property (as defined) I am required to notify the Serious Organised Crime Agency. In such cases I am not permitted to inform you and I may be required to stop working on your instructions for a limited period.

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Complaints

Any complaint about the service provided by me or any employee of my practice should be made to me in the first instance, in writing or orally. I will acknowledge the complaint in writing by the end of the second working day after receipt and provide a copy of my complaints procedure, and, if I am not then able to provide a full reply to the complaint, I will give an indication of when I will be able to do so. I will endeavour to resolve the complaint to our mutual satisfaction, but, if this is not achieved within eight weeks you may refer the matter to the Legal Ombudsman, quoting registered sole practice no 491253. There are time limits within which this must be done.

Solicitors Regulation Authority (SRA)
Ipsley Court
Berrington Close
Redditch B98 0TD

Tel: 0870 606 2555
contactcentre@sra.org.uk

Legal Ombudsman
POBox 15870
Birmingham
B30 9EB

Tel 0300 555 0333
enquiries@legalombudsman.org.uk

Chartered Institute of Taxation
1st Floor, Artillery House,
11-19 Artillery Row, London
SW1P 1RT
Tel: 020 7340 0550 - or *0844 579 6700
email:post@tax.org.uk

The Society of Trust and Estate Practitioners
(STEP)
Artillery House (South)
11 - 19 Artillery Row
London
SW1P 1RT
Tel: +44 (0)20 7340 0500