

1. Terms of Business

1.1 We are Harris & Harris - a partnership of Solicitors regulated and authorised by the Solicitors Regulation Authority.

1.2 These Terms of Business are to be read with our Client Care Letter and Client Care Information. Any change to these Terms of Business must be agreed in writing by us. They are a contract subject to English law and the exclusive jurisdiction of the English Courts.

1.3 Your continued instructions will be acceptance of these Terms of Business and they will apply to any work on which you instruct us after you have received them.

2. Charges

2.1 Our charges are primarily based on the time that we spend on your case. This includes time spent with you and communicating with you and other people, preparation, attending court, travelling, and waiting. It also includes preparing for meetings, keeping records, and meeting professional and regulatory obligations. We are entitled to charge you for all work reasonably done, whether or not the case is concluded.

2.2 Work by each person will be charged at the hourly rate notified to you. Time is charged in 6 minute units. Letters, e-mails, texts and telephone calls received and sent are charged at 1/10th of the hourly rate, unless the time involved is more than 6 minutes when they will be charged at the hourly rate. We reserve the right to charge a higher hourly rate if the work requires us to work in a way that is out of the ordinary. This may happen if the work becomes very complex, if it needs to be done very quickly, if it requires unusual expertise or specialist knowledge or your instructions require us to work outside normal office hours. When possible we will notify you of this in advance.

2.3 Rates are reviewed annually from 1 July, and we reserve the right to change charging rates then.

2.4 In addition to our charges there may be payments to third parties, e.g., searches, court fees, taxes, duties, experts or barristers charges. We will try to tell you in advance what these expenses will be. We will ask you to let us have money to cover these. VAT must be added to our charges and other payments at the current rate.

3. Costs Information

3.1 We will give you the best information possible about the likely overall costs, and if that is not possible an estimate of immediate likely costs. Estimates will assume there are no unexpected problems.

3.2 You are entitled to ask us to set a limit on the costs that we will incur without seeking your further authority, including expenses.

3.3 At any important stage in your case, and at least every six months, we will give you information on costs and disbursements incurred, and will update costs information.

4. Paying for your Case

4.1 We may ask for payments on account of costs and send interim bills at appropriate intervals.

4.2 Payment is due within 14 days of receipt of a bill. If all or part of a bill remains unpaid we will charge interest at the Judgment Debt Rate for individuals or the Late Payment Interest Regulations rate for businesses.

4.3 We can accept payment by debit/credit card or by BACS. Please contact the cashiers department in Wells if you wish to use this facility and ensure any payment includes our reference. On credit card payments we will make a charge of 3.5% of the payment.

5. Recovering Your Costs & Liability for Costs

5.1 You are responsible for paying our costs whether or not someone else agrees to or is ordered to pay. If you are successful and an order for costs is made in your favour, you cannot recover more than the costs that we charge you. We may not be able to recover all your costs from the other party. Sometimes it is not possible to enforce the order made by the court.

5.2 If we have to do work to recover costs we will charge for this work at our normal rates. If the court makes an order that the other party pays your costs, interest can be claimed on those costs from the date of the court order. If the costs and interest are recovered, we reserve the right to retain any costs or interest against any unpaid bills.

5.3 If you are not successful in your case, or in a part of it, you may be ordered to pay the costs of the other party, including their legal fees and payments to third parties. This would be in addition to our costs. In some transactions you will be expected to pay the other party's costs. If so we will seek to obtain a limit on these.

6. Limitations on Our Liability

6.1 Unless otherwise agreed in writing by a Partner of this firm, the liability of this firm and its employees and agents (whether arising in contract, negligence or otherwise) in any matter will be limited to £2 million for any claim or series of claims arising from the same circumstances. Any consequential or indirect loss (whether or not it might have been foreseeable at the commencement of the matter) is excluded

6.2 Our liability to you shall also be limited to that proportion of any loss or damage (including interest and costs) after taking account of the contribution of any other person liable to you for such loss or damage. No account shall be taken of any limit imposed on the amount of liability of such person by any agreement made before the loss or damage occurred.

6.3 These limitations will not apply to any liability that may not be limited or excluded by law or rules of professional practice.

6.4 We do not accept any duty of care to any other individual under the Contracts (Rights of Third Parties) Act 1999.

7. E-Mail

7.1 If you give us an e-mail address you must accept the risk of delay, non-delivery, or interception of e-mails between us, and the possibility of viruses or other damaging code being transferred. E-mails may be monitored and may be read by persons other than the addressee.

8. Use of Documents

8.1 We retain the copyright in any documents we create for you. You have the right to use the documents for the purposes made known to us when we were instructed to create them, and for business records. You may not use those documents for any other purposes or for any other company or business without our written permission. We accept no liability if you do.

8.2 Documents are drafted to comply with the law on the date they are produced, and to meet the needs identified in your instructions to us then. We accept no liability for any change in the law after we drafted the document. If you make continued use of any documents we draft you should ask us to review these regularly.

9. Data Protection

9.1 To comply with regulatory requirements we require evidence of your identity and address. We cannot act for you without this.

9.2 We are under a professional and legal obligation to keep information about you confidential. Information stored in our files and on our computer system is also subject to our registration under the Data Protection Act. You agree to our use of this information to assist with the firm's administration and to give you information about the firm and its services. If at any time you wish to withdraw this agreement please contact the Data Protection Partner.

9.3 We will only disclose information if required to do so by law or to our auditors or the Law Society. We may also allow access to your files to outside consultants in connection with applications for and auditing of recognised Quality Standards. They will be subject to the same restrictions.

9.4 Legislation on money laundering and terrorist financing imposes on us legal duties in certain circumstances to disclose information to the Serious Organised Crime Agency (SOCA). If we know or suspect that any transaction involves money laundering, we are required to report that. We may not be able to tell you about that either before or after or the reasons for it. Such reporting is a chargeable part of our professional services.

10. Termination

10.1 you are entitled to terminate your instructions to us in writing at any time. We can only terminate your instructions to us for good reason, and giving you reasonable notice that we will stop acting for you. We would be entitled to do so if you did not pay an outstanding bill or make a reasonable payment on account of costs when asked. In either case we are entitled to charge for the work which we have done at that date.

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11. Your Money

11.1 We can only hold money for specific transactions. Any money received on your behalf will be held in our Client Account. Interest will be calculated and paid to you at the rate set by our bank. The period for which interest will be paid normally runs from the date when we receive funds until the date on the cheque or payment is sent issued to you. We will pay interest on your money while we hold it under our Interest Policy which is published on our website.

11.2 Payments by cheque must be received at least 5 working days before they are required to allow clearance. If you wish to make a payment by credit card or BACS please let us know. We will not accept payments in cash of more than £1,000. We will not make payments out in cash.

11.3 We will not be liable to repay money lost through the failure of a bank or other financial institution

12. Insurance Mediation

12.1 We are not authorised by the Financial Services Authority (FSA). However, we are included on the register maintained by the FSA so that we can carry on insurance mediation activity, which is broadly the advising on, selling and administration of insurance contracts. The register can be accessed via the FSA website at www.fsa.gov.uk/register. We do not normally receive any commission. We will tell you if we do and pay this to you. The Solicitors Regulation Authority regulates this part of our business, including arrangements for complaints or redress if something goes wrong.

13. Storage of Papers

13.1 We are entitled to keep your papers until our bill has been paid in full.

13.2 The file is your property, subject to certain exceptions. We will keep it for 6 years after which it will be confidentially destroyed. We will tell you if there are any important documents that should be stored for longer. We will store these for you if you wish. If you want the file or anything from it please give at least five working days notice so we can get the file from storage. We do not normally make any charge for storing files or documents. We reserve the right to charge you for copies of documents or further advice on documents we hold.

14. Personal Guarantee

14.1 Where you sign on behalf of an organisation that signature indicates your acceptance of personal liability for our fees in the event that they are not paid within 28 days.

Signature(s) _____

Full Name(s) _____

Date _____

Organisation _____