

Sharma & Co Solicitors, 214(A) High Street North, London E6 2JA United Kingdom  
Main Terms of Business v.13 Applicable on instructions after 06 October 2011. If you are unsure about these terms you MUST and SHOULD obtain guidance from us and in addition if perhaps you are still unsure then you may wish to seek independent legal advice about any terms you are concerned about.

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## 1. INTRODUCTION

**Partners: Anand Sharma is the Managing Partner Solicitor| Amit Sharma is the Partner Solicitor.**

For the purpose of these Terms “We” “Our” “Us” or “the Firm” capitalised or not means Sharma & Co Solicitors, which is a Recognised Partnership in England and Wales, and whose registered under the Solicitors Regulation Authority Number 520378 and principle and only place of business is at 214(A) High Street North, London E6 2JA United Kingdom hereafter the Office. References to “you”, “your” etc mean you as the Client whether natural or legal person or other body howsoever existing. Persons referred to in these Terms as “Principal” or “Managing Partner” means the Supervising Partner of Sharma & Co Solicitors unless otherwise expressed. These Terms, together with our client care letter, set out the basis on which We will provide our services, and they should be read together. In the event of any inconsistency between the letter and these Terms, the former shall prevail. The Terms including the limits on our liability in clause 14 will apply to all services rendered by us to you from time to time unless We have entered into a specific written agreement which expressly excludes or modifies them in whole or in part; and in the case of existing clients, all instructions received after the date above .Any business conducted with us is solely with the Firm and the Firm has sole legal liability for the work done for you and for any act or omission in the course of that work. No member, partner, principal, employee, associate or consultant of the Firm will have any personal liability for work undertaken for you. If a member, partner, principal, employee, associate or consultant signs in his or her own name any letter or other document in the course of carrying out that work it does not mean he or she is assuming any personal legal liability for that letter or document.

## 2. GENERAL BASIS FOR ACCEPTANCE OF INSTRUCTIONS

- (a) Instructions will be accepted or declined in accordance with the Solicitors' Code of Conduct 2011 here and now referred to as Solicitors' Code of Conduct and other money laundering and proceeds of crime law, as it may from time to time be amended and that no Solicitor – Client(s) relationship shall exist notwithstanding any payment received electronically or otherwise until that client and beneficial owners has been duly identified in accordance with clause 12 and accepted by us. All instructions will be in English and if you need a translator then this is your expense but you will be deemed to have full command in English on the acceptance of these terms.
- (b) We will be free to use such members of our staff or agents in connection with your case as We consider to be appropriate and in your best interests.
- (c) You will notify us in writing if communications are to be sent to you other than at the postal address, fax number or email address you have provided, and whether particular advice is to remain undisclosed to other persons associated with you. Unless you tell us not to do so We may communicate to you by email and do not accept responsibility for any breach of confidentiality

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which may occur, whether because of a fault or omission on your part or by any of your agents or the result of any action of a third party.

- (d) You will provide us with a full description of the services you require and a statement of your objectives.
- (e) You will provide us with sufficient information to enable us to carry out our work. This will include relevant documents, notes, agreements, emails, correspondence and personal statements.
- (f) Where our services are supplied to two or more persons then your liability for our costs is joint and several; you will each be liable for any amounts due to us. If a third party or other source is to be responsible, this must be agreed with us before work is undertaken.
- (g) It is our practice to check for conflicts of interest in appropriate cases. However, an actual or potential conflict between your interests and the interests of another advised party may arise during the course of a matter. If this situation arises during our dealings with you We will discuss it with you and determine the appropriate course of action. In order to protect your interests We may not be permitted to continue to act for you.
- (h) If We are instructed to act for a third party, in circumstances where We hold information which is confidential to you which would be material and adverse to that third party, We may accept that party's instructions provided that We put in place such information barrier as may be suitable under the Solicitors' Code of Conduct (as the same may from time to time be amended) to prevent the passage of that information to the third party. Your consent to our proceeding in that manner is deemed to have been explicitly given by your agreeing to these Terms.
- (i) Your papers and documents may be reviewed by external auditors.

- 2.1** The scope of your instructions will be a document sent either by ordinary post, or other electronic means which will set out in some details what we will be doing for you and what we will not be doing, in addition to the exclusion set out in clause 3 below.
- 2.2** The scope of your instructions is accepted by you and us to be dynamic in nature as it is reasonable for matters not be entirely foreseeable in outcome and the scope may need updating during the progress of any matter with us.
- 2.3** We shall give notice of change in scope by methods specified in clause 2.1 and you will accept the change upon receipt or you may seek further clarification before accepting or you may reject the change in scope in writing at which point we may consider it appropriate to stop acting.
- 2.4** You will provide your position on our interest policy at the start of your instructions which applies to sums held by us in any client bank account, the sample policy subject to change without notice shall be found on our website.

### **3. TAX ADVICE**

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We will not advise on any tax issues and We will assume that you are obtaining separate advice on them. We may warn you of any potential liability insofar as We would be reasonably being aware but We exclude all liability for any issues arising thereof.

#### **4. COSTS AND DISBURSEMENTS**

- (a) Except where We agree a fixed or scaled fee, our professional charges are usually (but please see paragraph 4(b) below) based on the time We spend or We estimate on dealing with your instructions. Chargeable time will include meetings with you and others; any time spent travelling; considering, preparing and working on papers; correspondence including faxes and emails; and making and receiving telephone calls including calls to and from you. All letters and telephone calls will be charged on a time basis. We record time in minimum units of six minutes. Expenses such as Counsel's fees and/or Expert's fees which are incurred may attract VAT.
- (b) In addition to the time charges referred to in paragraph (a) our costs will also be assessed by reference to the other factors set out as below
  - (i) the complexity of the matter;
  - (ii) the skill, labour, specialised knowledge and responsibility involved;
  - (iii) the number and importance of documents prepared or considered;
  - (iv) the amount or value of any money or property involved; and
  - (v) the importance of the matter to you.
- (c) Wherever possible We will, upon accepting instructions, give you an estimate of the likely costs involved and will revise that estimate from time to time if it becomes necessary. Likewise We will give you an estimate of disbursements that are likely to be incurred. If We have provided you with a written estimate, it is given only as a guide to assist you in budgeting and should not be regarded as a fixed quotation.
- (d) Our costs take into account our incidental disbursements such as normal postage and normal telephone charges. This is suitable We will charge to costs as a flat administration fee. We will charge you for any other expenses We incur in connection with your business including printing, exceptional photocopying and typing requirements, couriers and any exceptional telephone (including overseas and conference calls) and/or fax costs. We will not add a handling charge to the cost of bank transfers to cover the time of Accounts staff.
- (e) Our current hourly charging rates for fee-earners are as set out in the schedule accompanying our engagement letter.
- (f) Unless otherwise agreed, our charges will be payable whether or not any particular matter proceeds to completion or other suitable finality. If a matter aborts then we will charge an abortive fee based on the amount of time taken in the matter. For conveyancing matters this would be at the point up to exchange usually.
- (g) The firm is not currently VAT registered but if this changes We will give you notice of such change.

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## 5. PAYMENT

- (a) Any account rendered by us is due for payment on delivery and interest will be charged at 15 per cent above the base rate applied from time to time by Bank of England on any balance outstanding after 30 days. If any element of a bill is queried that part of the bill which has not been queried is to be paid in any event.
- (b) We may from time to time deduct sums due to us from monies in hand on your account.
- (c) We may from time to time invoice you on account of the final bill for costs and disbursements. Such invoices may be sent periodically in accordance with our engagement letter or at any natural break in the instructions.
- (d) If you have any query about your invoice, including the basis on which it has been calculated, you should contact the principal with day-to-day responsibility for your work as soon as possible and in any event within 30 days, after which We will treat the amount shown in the invoice as recoverable by any means.
- (e) You are also entitled to have a bill checked by an officer of the High Court by a procedure known as assessment of costs.
- (f) Late payment falling outside the 30 days period from the day after the date of the invoice and ending with the 30<sup>th</sup> day ending 23.59:59 shall attract a late payment fee which shall be 25% of the balance outstanding after the time above in addition to the balance and interest which would ordinarily be payable.
- (g) Any balances which are not paid within 60<sup>th</sup> day ending 23.59:59 shall be processed as a liquidated debt owed by you and court action or assignment of the debt may take place.
- (h) Any dishonoured payments howsoever made will attract a fee of £75.00.

## 6. TERMINATION

We will on giving reasonable notice be free to refuse to act or continue acting in accordance with the Solicitors' Code of Conduct (as it may from time to time be amended) and in particular if:-

- (a) We are or may be in breach of the law or the principles of professional conduct by accepting or continuing to accept instructions;
- (b) We consider there is or may be a conflict or risk of conflict between your interests and those of any other client of ours or the Firm;
- (c) any account rendered by us in respect of fees or disbursements has not been paid within 30 days of its date; or
- (d) any request for money on account of costs or disbursements incurred or to be incurred has not been complied with within one Week of it being made.

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- (e) We may also discontinue acting on other reasonable grounds. You may terminate our retainer in writing at any time. In some circumstances, you may consider We ought to stop acting for you, if, for example, you cannot give clear or proper instructions on how We are to proceed, or if it is clear that you have lost confidence in how We are carrying out your work. If you or We decide that We can no longer act for you, you are liable for our charges down to the date of termination.
- (f) For any reason which does not allow clause 19 to be complied with.
- (g) You can terminate your instructions at anytime and for any reason with immediate effect.

## **7. CONSEQUENCES OF TERMINATION**

If our instructions are terminated for any reason or we terminate your instructions then We may in addition to any other remedy available to us:-

- (a) retain any deeds, securities or other documents under our control;
- (b) retain any monies for the time being standing to any account you may have with us; until payment has been made of all outstanding costs and disbursements (including, in both cases, any not yet billed) together with VAT and costs and disbursements incurred in connection with the termination.
- (c) If We cease acting for you, We shall, where relevant, apply at your expense to remove ourselves from the court or tribunal record if applicable.

## **8. CONTINUING OBLIGATIONS**

- (a) The firm shall not be under any continuing obligation to advise you of changes in the law which may affect advice previously given and any advice would correct at the time only.
- (b) All communications generated between us during the currency of our retainer shall remain confidential and shall not be disclosed to any third party without your consent.
- (c) As part of our commitment to provide a good quality service to you We may, from time to time, invite suitably qualified external assessors periodically to review our files on a sample basis for compliance. Files are not made available to assessors if the subject matter is of a sensitive nature or where you specifically request that they should not be made available.

## **9. COMPLAINTS**

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- (a) If you have a concern about any aspect of our service including any aspect of any bills or invoices, it should be raised immediately with the Solicitor dealing with your matter or, if substantial, in writing to the Managing Partner. The details of this procedure can be found on our website.
- (b) Any complaint will be investigated further if necessary and remedied promptly, if possible. You have the right to take independent advice from another solicitor in any case where you have, or may have, a complaint against us.
- (c) You should note that complaints raised more than 6 calendar months after submission of an invoice will not ordinarily be entertained.
- (d) Making a complaint is free and even if you do not have a complaint we welcome any feedback to improve our services at the end of your matter with us.

## **10. STORAGE OF PAPERS AND DOCUMENTS**

After completing the work, We are entitled to keep all your papers and documents while there is money owing to us for our charges and expenses. Except for any of your papers which you ask to be returned to you, We will keep the file on the understanding that We have your authority to destroy it 6 years after the date of the final bill We send to you. We shall not destroy documents you ask us to deposit in safe custody on temporary basis. If We retrieve papers or documents from storage in relation to continuing or new instructions to act in connection with your affairs, We shall not normally charge for such retrieval. However, We may make a charge based on time spent 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 new instructions given by you or on your behalf. We do not store Wills or title documentation, or any other documents other than file documents generally and alternative arrangements should be made.

## **11. DATA PROTECTION ACT 1998 & Mutual Confidentiality**

As a data controller We are bound by the requirements of the Data Protection Act 1998. You agree that We may obtain, use, process and disclose personal data to enable us to discharge the services agreed under this engagement, and for other related purposes including updating and enhancing client records, analysis for management purposes and statutory returns, crime prevention and legal and regulatory compliance.

It is possible that We may outsource data where We need to do so for the above purposes. If We do We shall ensure that the party to whom We outsource agrees to keep your data secure, and is bound either by law or by agreement to suitable standards of data protection.

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You are not permitted to disclose any details about any matter you have instructed us save your immediate family or any authorities authorised in law or otherwise.

We will obtain your express waiver of confidentiality for each party connected to any transaction and that party being financial or legally connected as, estate agents, mortgage brokers, barristers, other enquiry agents or any other person who reasonably ought to be aware of material information or any other information will automatically deem your consent to be given under this clause.

If any matter becomes contentious then We will obtain your consent to disclose information to third parties. If a matter is already contentious We will obtain your consent at your option to authorise us to take further steps as necessary.

## **12. MONEY LAUNDERING REGULATIONS 2007**

- (a) In order to enable us to satisfy our obligations under these Regulations and related legislation, it will almost always be necessary for you to supply appropriate proof of identity before We are able to act or continue to act for you or for any principal whom you may represent. We will also not be able to receive any funds from, or pay any funds to, you or on your behalf unless all necessary identification and other procedures have been satisfied for the purposes of the Regulations.
- (b) In the light of the Regulations and for insurance reasons We do not normally accept cash payments from or on behalf of clients and then only in special circumstances and for limited amounts.
- (c) We may use electronic identification service providers to confirm your identity, and that of any beneficial owners.
- (d) For individuals and unincorporated partnerships, proof of identity will usually be a current valid passport, driving licence, recognised identity card or equivalent showing your name, date of birth and photograph, together with a current utility bill or equivalent confirming your address.
- (e) For companies and limited liability partnerships We will usually require a copy certificate of incorporation and copy audited statutory accounts together with personal identification as above in respect of some or all of the body's officers. In the case of a company incorporated overseas, there should also be a certificate from lawyers qualified in the relevant jurisdiction to the effect that the company is properly incorporated, together with evidence of the company's directors and of the authority and identity of the persons instructing us.
- (f) For other clients, e.g. trusts, estates, charities and unincorporated associations, We will advise you of the documents needed for proof of identity.
- (g) We will need to check whether you may be a "politically exposed person" as defined in the Regulations, or a family member or close associate of such a person.

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- (h) For all clients other than individuals, We will also need to establish the identity of the beneficial owner(s) of the client. This is likely to mean that We have to ask for additional documentation such as the documents which evidence ownership and control of the client. We will discuss this with you.
- (i) We understand that the operation of these Regulations may be a cause for concern, but We ask for your understanding and cooperation in assisting us to comply with our legal obligations.

### **13. PROCEEDS OF CRIME ACT 2002 & TERRORISM ACT 2000**

- (a) We are prohibited by this legislation from acting for or advising a client in relation to terrorist financing, or the acquisition, retention, use or control of the proceeds of any crime or any attempt to conceal, disguise, convert or transfer any criminal property or to remove it from the jurisdiction, or from being involved in arrangements relating to such activities. The proceeds of crime and criminal property are widely defined for these purposes to include any activity (including tax evasion) carried on anywhere which would be illegal if carried on in the UK.
- (b) We have a legal obligation to report to the Serious Organised Crime Agency any person, including a client, suspected of involvement in activity covered by this legislation. As a result We reserve the right to make all disclosures to relevant authorities as required by law, without notice to you, and if appropriate to cease acting for you without giving any specific reason.
- (c) These obligations override our normal duty of confidentiality to you. We will not accept any liability for any loss or damage that you or any third party may suffer or incur on any account for any action taken, or not taken, by us in good faith with a view to complying with this or any related legislation.
- (d) We may also require confirmation from you of the source of any funds, in particular any remitted from overseas, and whether all necessary tax has been paid and all necessary returns made in relation to any overseas funds. We reserve the right to require further information and supporting documentation as appropriate.
- (e) In order to minimise the risk of disruption to the completion of any transaction which We are to complete on your behalf, which involves the provision to us of funds by you, We ask that you let us have cleared funds no later than seven working days before the date set for completion. If this is not possible in any case please discuss the position with us as soon as possible.

### **14. LIMITATION OF LIABILITY**

- (a) We believe that the limitations on our liability as set out in this agreement are reasonable having regard to the availability and cost of professional indemnity insurance and possible changes in its availability and costs. We are, however, happy to discuss this limit with you if you consider it insufficient for your purposes and will investigate options for providing further cover which may be at extra cost.

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- (b) We will not be liable to the extent caused by the provision of false, misleading or incomplete information or documentation or due to the acts or omissions of any person other than us, except where, on the basis of the enquiries normally undertaken by solicitors within the scope of this agreement, it would have been reasonable for the solicitor to discover such defects.
- (c) Subject to clause 14(b) the total aggregate liability of Sharma & Co Solicitors, its principals and employees to you (and where We are instructed jointly by more than one party, all of you collectively and in total and also including anyone claiming through you) for any claims, demands and costs (including claimants costs) in respect of any act, omission or negligence arising from or in connection with this agreement (including any addition or variation to the same) shall not exceed £2 million or such larger sum as is referred to in our engagement letter or as may from time to time be the minimum level of cover prescribed for us by the Solicitors Regulation Authority.
- (d) If We are liable to you either jointly or jointly and severally with any other party:
  - (i) We shall only be liable to pay you the proportion which, due to our fault, is found to be fair and reasonable. We shall not be liable to pay you the portion which is due to the fault of another party (irrespective of any limitation provision which may apply to the liability of such other party); and
  - (ii) any sum due from us to you shall be reduced by the proportion for which another party would have been found liable if either:
    - (1) you had also brought proceedings or made a claim against them; or
    - (2) We had brought proceedings or made a claim against them under the Civil Liability (Contribution) Act 1978 or any similar enactment under any other relevant jurisdiction.
- (e) We shall not be liable for any loss arising from or connected with our compliance with any statutory obligation which We may have, or reasonably believe We may have, to report matters to the relevant authorities under the provisions of any anti-money laundering or other legislation which may apply from time to time.
- (f) This paragraph shall apply to any claim against us by you and, if any duties are held to be owed to them, any individuals or bodies who are related or associated to you, and any officers, employees or consultants of any of these entities.
- (g) All claims arising from the same act or omission, or from a series of related acts or omissions, shall be regarded as one claim, whoever they are made by.
- (h) You agree that you will not bring any claims or proceedings against our individual principals or employees. This clause shall not operate so as to exclude any liability which a principal, or employee is not permitted by law or rules of professional conduct to limit or exclude. This clause is intended to benefit such principals or employees who may enforce this clause pursuant to the Contracts (Rights of Third Parties) Act 1999 ("the Act"). Notwithstanding any benefits or rights conferred by this agreement on any third party by virtue of the Act, the parties to this agreement may agree to vary or rescind this agreement without any third party's consent. Other than as expressly provided in this agreement, the provisions of the Act are excluded.

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- (i) No liability will in any event apply in respect of any incidental, indirect, special or consequential damages, including but not limited to loss of revenue.
- (j) Note however that these exclusions shall not apply to any claim in respect of the death of or injury to any person. **Subject to that, please note that by entering into an agreement upon these terms and conditions, you are agreeing to limit your potential ability to claim in accordance with the above.**
- (k) We exclude total liability under clause(s), 16 & 18(f) if you failed to take steps as described.
- (l) Time is not of the essence on this agreement and any estimates relating to the time span of any matter are subject to variation without notice.

## **15. THE CONSUMER PROTECTION (DISTANCE SELLING) REGULATIONS 2000**

Under the above regulations, for some non-business instructions, you may have the right to withdraw if our contract to provide you with legal services is concluded prior to meeting you. This right to cancel without charge will subsist for seven days after the contract was concluded or initially agreed. However, if We start work with your consent within that period, you will lose your right to withdraw. Notice of cancellation should be sent by e-mail or fax or first class post and that notice shall be effective upon the date of receipt, to the person named in our engagement letter as being the person responsible for the matter. Unless We advise you specifically otherwise, our retainer is likely to last more than 30 days.

## **16. BANKING**

We hold all client monies in banking institutions regulated by the Financial Services Authority and these accounts are regulated by the Solicitors Account Rules (as amended from time to time) In the event of any such banking institution being unable to repay depositors in full or part or not at all, We shall not or ever be liable to you for any losses suffered including any failure to recover any full or part amount as a result of the institution's failure.

## **17. COPYRIGHT**

- (a) All copyright subsisting in the documents and other materials that We create whilst carrying out work for you will remain the property of Sharma & Co Solicitors. You will have the right to use such documents and materials for the purposes for which they are created.

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- (b) You agree not to make our work, documents or materials available to third parties without our prior written permission and We accept no responsibility to third parties for any aspect of our professional services or work that is made available to them.

## 18. GENERAL

- (a) These Terms of Business shall not affect any provision of the general law or professional standards applicable to the relationship between us and you as solicitor and client.
- (b) We will not be liable to you or any third party if We are unable to perform our services as a result of any cause beyond our reasonable control. If any such event should arise, We will notify you as soon as reasonably practicable.
- (c) We are regulated by the Solicitors Regulation Authority and members of The Law Society. We are not separately regulated or authorised by the Financial Services Authority.
- (d) Sometimes our work in conveyancing, family, probate, litigation and company work involves investments. We are NOT authorised by the Financial Services Authority and so may refer you to someone who is authorised to provide any necessary advice. However, we can provide certain limited services in relation to investments, provided they are closely linked with the legal services we are providing you as we are regulated by the Solicitors Regulation Authority. If you have any problem with the service we have provided for you then please let us know. We will try to resolve any problem quickly and operate an internal complaints handling system to help us to resolve the problem between ourselves. If for any reason we are unable to resolve the problem between us, then the Solicitors Regulation Authority and the Legal Complaints Service provide complaints and redress mechanisms. The Law Society is a designated professional body for the purposes of the Financial Services and Markets Act 2000 but responsibility for regulation and complaints handling has been separated from the Law Society's representative functions. The Solicitors Regulation Authority is the independent regulatory body of the Law Society and the Legal Complaints Service is the independent complaints handling body of the Law Society. We are on the exempt professional firm list and will provide you will the prescribed information when necessary.
- (di) We are not authorised by the Financial Services Authority however we are included on the register maintained by the Financial Services Authority so that we can carry out insurance mediation activity, which is broadly 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 access by the Financial Services Authority website at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register). The Law Society is a designated professional body for the purposes of the Financial Services and Markets Act 2000 but responsibility for regulation and complaints handling has been separated from the Law Society's representative functions. The Solicitors Regulation Authority is the independent regulatory body of the Law Society and the Legal Complaints Service is the independent complaints handling body of the Law Society.

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- (e) Any notice to be given to us may be sent to us at our Office and, any notice to be given by us, may be given to you at your last address known to us as defined by the Civil Procedure Rules 1998 (as amended).
- (f) You confirm that you will add the suffix after @sharmasolicitors.co.uk to any safe senders list to prevent any unnecessary blocking of electronic mails.
- (g) Any instructions you give may be limited or extended by the scope of instructions letter and you should read this carefully.

**19. Terms additional and specific to all types Residential & Commercial Conveyancing**

- (a) We will disclose all information to any lender client or where the lender is separately represented comply with all such reasonable requests by their advisor that We have to disclose all material facts which may include details of any incentives, details of any past insolvency, results of any searches, material differences which may affect the lenders surveyors valuation, any connection to any connected party to the transaction and any other issue or matter which We deem to be relevant.
- (b) Where We are instructed by a company, those company directors are also deem to guarantee the performance of the company by agreeing to these terms. A company search must be made in respect of any company at the expense of the company which has been trading less than 1 year from the date of incorporation in the United Kingdom; all material including audited accounts must be produced on that occasion.
- (c) All commercial property transaction which includes buying investments of residential property or mixed property for use for the party who is not the client is classed a commercial property.
- (d) Comply or adhere to any other requirement from time to time recommended as good practice by the Law Society or the Solicitors Regulations Authority.
- (e) A value and care element may also be charged in addition to any hourly rate unless agreed otherwise.

**19.1 Terms specific to Fixed Fee divorces under the grounds D or E of the S.1 of the Matrimonial Causes Act 1973.**

- (a) By agreeing a fee for services under this term, these are based on the matter being undefended and service of documents to any spouse to be without problem or issue.
- (b) Where service is to be effected outside the EU, a higher charge may apply.
- (c) Should any defence to any petition be filed, then you agree that the Agreed Fee shall no longer apply and any further services will be carried out on an hourly basis.

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- (d) Should you not agree to the above, you have the right to terminate your instructions and you will be charged a reasonable abortive fee in accordance with the client care letter.
- (e) All court fees and other disbursements are not included in the Agreed Fee.

## **20. Professional Indemnity Insurance**

We maintain a policy of insurance in accordance with requirements set by the Solicitors Regulation Authority and the limit of indemnity is currently set at £2,000,000.00 per matter. The insurance policy is with Alpha Insurance under policy no. 11SOL1632-36417-10725A11.

## **21. Delivery of Bespoke Documents**

- (a) The physical delivery of any bespoke documents shall be first class recorded delivery whatever that cost may be plus a handling charge of £5.00 for documents up to 100grams. Any higher Weights will attract a larger handling charge which will be advised.
- (b) The address supplied will be deemed to be correct and any mistakes in the address by you are not the liability of the firm.
- (c) Once the document has been approved, the final version will be produced and posted within 24 hours of the approval excluding the approval taking place on Weekends and public holiday when the approval shall be deemed to take place on 12.00pm of the next working day.
- (d) If no instructions are forthcoming within 7 clear days of providing the draft, then approval of the current form is deemed regardless of any errors found after this time.
- (e) Corrections arising from clause 21(d) shall be charged at the fee earner rate per minute.
- (f) The firm does not accept any liability for the performance or lack of by the mail service providers.
- (g) Any failure to give instructions within 7 days will result in an administration charge of 50% or £25.00 (whichever is greater of the consideration) levied against you and any instructions after 12pm on the 7<sup>th</sup> day (not including the day of the order) shall be ignored and order shall have to be replaced and the amount credit be treated as part payment of the replacement order.
- (h) If there is no order by 1pm then the charge shall stand and the entire payment shall be forfeited and refunded only at the sole discretion of the firm in full , part or other amount as necessary.
- (i) A warning notice will be given at the time of the initial order by electronic mail only.

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## **22.Cancellation of Contracts made in a Consumer's Home or Place of Work Regulations 2008**

This Notice has been provided to you **IF** you have entered into a contract to which the *Cancellation of Contracts made in a Consumer's Home or Place of Work Regulations 2008* ('the Regulations') apply. The contract is for the supply to you of goods or services. The person providing the goods or services is referred to in the Regulations as 'the trader'.

Under the Regulations, you have the right to cancel this contract if you wish to do so. This Notice explains how to exercise this right. It also gives you other information that is required by the Regulations.

In order to exercise your right to cancel the contract, you need to deliver or send a cancellation notice, that is, a written notice that you wish to cancel the contract. You can use the cancellation form provided below if you wish, but you do not have to do so. You can send your notification by email if you prefer.

Any cancellation notice should be delivered or sent to Anand Sharma at 214(A) High Street North or at [info@sharmasolicitors.co.uk](mailto:info@sharmasolicitors.co.uk).

You have 7 days in which to serve a cancellation notice. The period of 7 days begins with the date when you receive this Notice. This 7 day period is referred to in the Regulations as 'the cancellation period'.

Under the Regulations, a cancellation notice is treated as being served as soon as it is sent or posted to the trader. A cancellation notice sent by electronic communication is treated as being served from the day when it is sent to the trader.

If you agree in writing that the performance of this contract should begin before the end of the cancellation period, then even if you cancel the contract you may still be required to pay for goods or services supplied before the cancellation.

If you enter into a related credit agreement, then that agreement will be automatically cancelled if the contract is cancelled. A 'related credit agreement' means an agreement under which fixed sum credit which fully or partly covers the price under the contract is granted to you by the trader, or by another person under an arrangement made between that person and the trader.

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The identity of the trader providing goods or services under this contract is Sharma & Co Solicitors

The reference number, code or other details to enable the contract to be identified is

This Notice is dated [       /       / **20**     ]

If you wish to cancel the contract you **MUST DO SO IN WRITING** and deliver personally or send (which may be by electronic mail) this to the person named below. You may use this form if you want to but you do not have to.



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(Complete, detach and return this form ONLY IF YOU WISH TO CANCEL THE CONTRACT if clause 22 applies to you.)

To: Sharma & Co Solicitors

I/We hereby give notice that I/We wish to cancel my/our agreement for legal services dated

/ / 20 with reference [ ].

I/We confirm that if any services have been provided within that cancellation period, it is accepted that costs and disbursements may have been incurred.

Signed

Name(s) and Address

Date