Mounteney Solicitors

Our Engagement ("Terms and Conditions of Business")

In this document:

- you will be referred to as "Client" or "you".
- "We"/"Us"/"Our" will be your supplier, which will be Hargreaves Mounteney Ltd (trading under brand, "**MOUNTENEY SOLICITORS**")

i. Company registered in England number 06457868
ii. Address : 22 Village Square, Bramhall, SK7 1AW
iii. VAT Registration number 924770315
iv. Regulated by the Solicitor Regulator Authority (SRA) (see clause 20)
v. £3,000,000 limit on Professional Indemnity Insurance (see clause 17).

This document sets out the terms upon which We will be acting for Client. These are the only terms on which We offer to act for Client. If you'd like to engage Us, which may only be on these terms, then please confirm as requested or indicate your acceptance of these terms any other way, that will be mutually deemed to include by your completing the check-out process, or continuing to instruct Us (although We may, nevertheless, refuse to engage until you have provided Us with a signed copy of this document).

IT IS NOT INTENDED THAT ANY OF CLIENT'S STATUTORY RIGHTS AS A CONSUMER (if any) SHOULD BE AFFECTED BY ANY OF THESE TERMS, e.g. Client's right to return faulty goods.

Services / Fixed Prices Agreed:

For the product or products that you have selected the services ("Services") and any fixed-price ("Fixed Price") applicable for those services (if applicable) are as described on Our website or elsewhere in Our communications; if in doubt about either description, then please ask for Our confirmation.

Terms:

1. This agreement shall commence as soon as it is mutually agreed as outlined above ("Commencement") and shall last until all obligations under it have been mutually fulfilled ("the Agreement Period") after which it will terminate.

2. We will act as Client's solicitor, conveyancer or legal services provider (as the case may be) in relation to the Services:

   a. The Services will be provided by one of the executives with this firm, under the supervision of Jonathan Mounteney (Solicitor), or one of Our other directors or senior executives

   b. The Services are the only services that We agree to provide; We are not accepting any wider appointment, e.g. as any kind of general advisor beyond the strict limits of the description of the Services. **FOR THE AVOIDANCE OF DOUBT WE ARE NOT ADVISING ON NOR ACTING CONCERNING ANY OF:**

      i. **THE APPROPRIATE TAXATION, FISCAL OR ACCOUNTANCY TREATMENT ARISING FROM THE CIRCUMSTANCES OF THE SERVICES;**

         1. In particular in relation to property transactions in which we need to provide evidence of submission of a Stamp Duty Land Tax ("SDLT") return prior to submission of a registration application to HM Land Registry, the only service we offer is the submission of the SDLT Return on our client's behalf, using the figures and circumstances (including any exemption

applications that may be relevant) for that SDLT return which our client confirms to us. We do not provide the service of advising on what figures etc. ought to be included in any SDLT return, nor of minimising our client's SDLT liability, nor of ensuring our client's figures etc. are correct. Clients should take their own (e.g. accountant's) advice about their SDLT liabilities and circumstances, and then instruct us in connection with their SDLT return accordingly; any choice not to do so connotes waiver of any contention that giving any such advice was any obligation of ours.

ii. **THE SUITABILITY OF YOUR FINANCIAL ARRANGEMENTS INCLUDING BORROWING AND/OR INSURANCE (subject to notes above paragraph 37, and the section of this document after that);**

iii. **WHETHER THE SERVICES ARE IN YOUR COMMERCIAL OR PERSONAL BEST INTERESTS OR NOT**;

iv. **THE VALUATION OF ANY TRANSACTION / PROPERTY;**

v. **THE PHYSICAL CONDITION OF THE SUBJECT MATTER OF ANY TRANSACTION**. We will not physically inspect any property (e.g. being conveyed) and we will not advise in relation to any matters that a physical inspection may reveal. Similarly, we are not experts on Building Regulations, and we will give no advice on whether Building Regulations may have been breached or whether approvals should have been obtained that have not been obtained. We do recommend that you arrange for all appropriate inspections and surveys prior to exchange of contracts and, in particular, that you instruct a properly qualified surveyor to carry out a structural survey of any property, and to make an assessment of the Building Regulations circumstances.

vi. **ANY PLANNING ISSUES**. We are not experts on Planning controls, and we will give no advice on whether Planning controls may have been breached or whether approvals should have been obtained that have not been obtained. We recommend that you arrange for all appropriate inspections and surveys prior to exchange of contracts and, in particular, that you instruct a properly qualified surveyor to make an assessment of the Planning circumstances, and to give you expert advice as required.

vii. **ANY ENVIRONMENTAL LIABILITIES**. You should make separate arrangements for any appropriate environmental survey or investigations.

We are entitled to assume, having been instructed on these terms to provide only the Services, that you have satisfied yourself (either with other professionals, or by yourself) about all other matters including those mentioned above; this is known as "unbundling" and is explained in more detail in this Law Society note: https://www.lawsociety.org.uk/support-services/advice/practice-notes/unbundling-civil-legal-services/

c. These terms will also apply in so far as possible to any future work Client might ask Us to do for Client, unless other terms are agreed.

3. The Services are to be provided for a price Client shall pay Us ("the Price") either the Fixed Price, if applicable, or otherwise where a Fixed Price is not offered, or not adopted, or does not apply for any reason (including a variation of instructions from the instructions that gave rise to any Fixed Price, including due to contingencies as outlined in clause 6), then We shall be entitled to charge for Our time reasonably

expended fulfilling your Services at Our published (i.e. on our website) standard rates from time to time for the executives engaged.

4. Any Fixed Price is for Our completing the Services; Services which fail to complete often involve as much work as those which reach completion. Where, for any reason, a Fixed Price matter does not proceed to completion, We will be entitled to charge you for work done on a time spent basis (see clause 3) up to the amount of the Fixed Price (which will apply as a limit, even if the time spent would actually justify a higher fee).

5. Our estimate for what Our charges will be, and how long Our Services will take to deliver, shall be reflected in any applicable Fixed Price and definition of services. If there is no Fixed Price applicable, then Our estimate of what Our charges will be is the product of the time We need to spend fulfilling the Services (see clause 6) at the rate applicable to the executives engaged outlined in clause 3.

6. The time We need to spend fulfilling the Services (which will impact on their price and when the Services are provided) will depend on what those Services are, and will be no more than a reasonable time that an executive of the level engaged should spend on the Services agreed. How much time is reasonable may be subject to imponderables and contingencies (such as the unknown actions and/or responses of third parties, the exercise of discretions within the power of public authorities, unexpected events, or changes of instructions etc). The risk of unexpected time being spent on Services due to such contingencies, and the costs of that time, is yours not ours : if contingencies occur, then you will have to pay for Us to address them if you continue to instruct Us after they have arisen, and wait for Us to address them.

7. Subject to clause 4, the Services shall be provided within a reasonable time after their demand. There is no inference that We must perform the Services within any set period from Commencement. Any timings We specify for delivery are given in good faith as an indication. Time is not “of the essence”.

8. All amounts stated in this document are stated exclusive of VAT, which (where applicable) will be added at the prevailing rate.

9. In addition to our fees and any VAT Client shall also pay all out-of-pocket expenses reasonably incurred on Client’s commissions. These may be referred to as ‘disbursements’, or ‘costs’ and may include invoices to you from third parties, for/and such items as Government application fees such as Land Registry fees and Court Fees, Search fees, bank transfer fees, Counsel’s fees, estate agent’s fees, experts fees, fees for property ‘Search Packs’ you may need to buy in order for us to prepare a report on title or certificate of title, and similar fees/costs/charges.

   a. You authorise us to buy any of these from Mounteney Sols Ltd, an entity which is closely associated with our group.

   b. In particular if your Services involve litigation you should be aware that in some litigation forums English & Welsh Law provides a “losers pay” scenario, in which you may be ordered to pay toward what the Court decides are your opponents’ legal costs.

   c. Any such fees / costs / charges / disbursements anticipated for the Services will be, generally, as have been outlined to you in advance - but there may be others that have not been anticipated or outlined, but for which you will still be liable.

d. Our payment of any disbursements on your behalf is subject to your of indemnifying Us for what We pay; We will have no obligation to pay these types of costs for you unless you have let Us have monies to cover them in advance.

e. If we hold any of your money at any time, we have incurred any such cost etc. you authorise us (without further notice required) to pay your costs from your money we hold (i.e. before sending you any balance as applicable).

10. We may invoice Client at any time after Our work on any discrete aspect of Client's commission is complete. Transactions will normally be invoiced on their Completion. We would normally invoice on an interim basis no more than once each month. At Our absolute discretion We may require payment in advance, or payment on invoice, or We may offer credit for the Services up to 28 days of Client's receipt of proper invoice. Our invoice terms being unsatisfied would be a ground for Our termination of Our retainer.

11. The rates mentioned in paragraph 3 may be annually reviewed, and shall normally increase by a reasonable amount (unless it has been specifically agreed otherwise). Any increase by roughly the prevailing rate of CPI since the last such increase shall be deemed reasonable.

12. These Terms and Conditions may also be reasonably revised from time to time on notice that can include by posting the revised Terms and Conditions on our website. Changes which are commercially justified and which do not go to the fundamental nature or effect of the arrangement shall be considered reasonable.

13. Our policy is not to accept cash. If you deposit cash, We reserve the right to charge you for making any additional checks We deem necessary regarding the source of the funds and /or bank charges arising.

14. There are circumstances where We may be entitled to exercise a 'lien' for unpaid costs (i.e. a right to retain Client's papers). Please ask for more details of this, if it is of concern.

15. We may cancel any part of this agreement by notice to Client at any time prior to Client's payment, or after Client's payment, provided We refund Client's payment for any elements which We cancel. For the avoidance of doubt, We may cancel part only of this agreement without affecting the remainder.

16. Client will provide all reasonable assistance, liaison, materials, instructions and responses requested to enable Us to provide the Services, and shall accept responsibility for the consequences of any such provision, failure to provide, or any faults with such provisions.

17. Depending on what work we are doing for you we may be willing to hold some of your money on trust in a trust account we operate with our bank that is referred to as our "client account" in order to facilitate our conclusion of our work for you. Be aware that our regulator applies complicated rules to how we treat money in our client account. Our client account is non-designated, that is all our clients' money we hold is mixed together in one bank account; we keep track of who's money is who's via a scheme of ledgers:

a. You authorise us to apply our regulator's rules to how we treat your money in our client account.

b. When you pay money into the client account in respect of a ledger we maintain in the names of joint clients the usual effect (where no other arrangement is in place) is to gift the funds equally to all joint account nominees.

c. On conclusion or other termination of our involvement you authorise us to disgorge all your money out of our ledgers, and agree to use all reasonable endeavours to give us instructions that are consistent with any co-client about how we might disgorge. In case of any disagreement of instructions on disgorging:

   i. if funds are traceable, you authorise us to send monies back to where they came from

   ii. if funds are not directly traceable, you authorise us to send monies back to all contributors to that ledger in proportion to their total contribution

d. In any case of any opposition to our disgorging funds, that would otherwise leave us holding funds we cannot reasonably disgorge without Court directions:

   i. You authorise us to pass those funds to the trustee corporation within our legal group, Hargreaves Mounteney Trustee Company Ltd ('HMTC') to hold on trust on HMTC published terms, pending resolution, and

   ii. HMTC is authorised to deduct from those funds:

      1. HMTC's normal fee for providing trustee services; and

      2. HMTC's and/or our costs of any Court application reasonable to obtain directions on the processing of those funds

18. The interest Our bank pays into Our office account from Our client account balance (the rate of which is very low) is generally off-set by interest We pay on Our office account overdraft arising from credit payment terms We extend to clients. Furthermore We do not charge You for most bank fees We incur from working for You, and (unlike the industry norm) We apply no mark-up to the few bank fees We do re-charge. Overall, therefore, taking bank charges and administration into consideration, We make minimal revenue from Bank interest. We also consider that Our costs of calculating and crediting to client ledgers what would predominantly be tiny sums of interest would be disproportionate to the benefit most clients might obtain from Our doing so. Accordingly We consider it reasonable by default (i.e. unless specifically agreed in any particular instance as outlined in the next sentence) not to pay interest on Your money We may hold for You. We would normally only agree to pay any interest We receive on client money We hold where the size of such a deposit, and the time over which it was to be held, justified Our administrative inconvenience of handling such interest; only were those circumstances to arise might We expect expressly to agree to share (taking into consideration the matters outlined) any such interest We receive.

19. Our only warranty provided in relation to the Services is that We shall provide the Services exercising the reasonable skill and care of a professional lawyer of appropriate experience, and within any reasonable time-constraints any Fixed Fee might entail; all other warranties that might otherwise be implied or inferred are excluded to the maximum extent permitted by applicable law. In view of the nature of the Services, the Price, and the guarantee given, it is agreed that:

a. the Services may not be free from individual minor defects.

b. We shall not be liable for any consequential and indirect losses, expenses or damages in whatever manner caused.

c. We shall not be liable for any losses caused by late delivery, and in particular due to any cause beyond Our reasonable control, or to any instructions of Client.

d. Client agrees carefully to test Services as soon as possible to ensure they are fit for Client's purposes. Client shall have no remedy under these terms for any matter that could have been prevented if Client had acted on the results of such tests, where Client fails either to undertake such tests at all, or to act on the results of such tests Client does undertake.

e. To the maximum extent permitted by law Our liability for causing any losses whatsoever (whether such liability arises in contract or otherwise in law (including negligence)) including loss of profit, loss of anticipated saving, loss of business opportunity, and/or cost of wasted time, are excluded to the extent that such losses exceed the greater of:

    i. the limit of Our insurance (i.e. where We carry insurance) or

    ii. the fee paid for the services (i.e. where there is no P.I. insurance).

20. The SRA require regulated entities including us to provide certain services including information to clients and third parties; you should contact the SRA for further details. If You make a valid claim against an SRA regulated firm for a loss arising out of work for which it is legally responsible, and that firm is unable to meet its liability in full, You may be entitled to claim from the SRA's Compensation Fund, from whom details can be obtained.

21. We are confident We will give Client a high-quality service in all respects. However, if Client should have any queries or concerns about Our work for Client, please take them up with the firm's Complaints Manager (currently, Jonathan Mounteney) in the first instance, and please feel free to ask for a copy of Our complaints procedure, that also deals with how we approach any of Your complaints our Complaints Manager should be unable to resolve. You may also have rights to refer matters to the SRA, possibly subject to this provision:

    a. Client may also have the right to complain to the Legal Ombudsman ("LeO"); for more information Client can contact LeO by:

        i. post to PO Box 6167 Slough SL1 0EH

        ii. telephone: 0300 555 0333

        iii. email: enquiries@legalombudsman.org.uk

        iv. via the website: www.legalombudsman.org.uk

    Please be aware that the LeO maintain a time limit for complaints to be referred to the LeO after which the LeO may not entertain that complaint, i.e. not later than one year from the date of either (i) the act or omission being complained about, or (ii) if later, when the complainant should have realised that there was cause for complaint.

    b. Client may also have the right to object any bill Mounteney Solicitors or Mounteney Conveyancers render by making a complaint to the LeO and/or by applying to the court for an assessment under Part III of the Solicitors Act 1974. Please note, however, that if all or part of any of Our bills remains unpaid

beyond terms (whether or not it is subject to complaint or assessment) We may be entitled to charge interest.

22. The subject matter of this arrangement is confidential between Client and Us, and (unless otherwise approved in writing) neither party will make any public statement whatsoever concerning the other.

23. Nothing in these terms is intended for the benefit of any third parties and the provisions of the Contracts (Right of Third Parties) Act 1999 are expressly excluded.

24. This agreement is personal to the parties and may not be assigned by either party without the other party's consent, not to be unreasonably withheld.

25. This document comprises the entire agreement between Client and Us relating to the Services and/or all other matters arising from it; neither party is relying on any representation or warranty not expressly stated in this document, and there are no side-letters or other terms applicable

26. We only do business in the English language.

27. We will keep a copy of this document for 6 years (only) after its agreement.

28. In acting for You we may produce and/or receive on your behalf "Documentation" including paperwork, e-mails, and electronic files saved on our IT systems. In anticipation of Your continued future instruction of Us on your future legal requirements We may store Documentation, although We are not obliged to do so other than for matters for which the SRA may require Us to store some Documentation for 6 years. If We are prepared to store Documentation We would not normally make any separate charge for storage, but We do reserve the right to render reasonably justified charges for storage after the expiry of reasonable notice that we intend to make such charge, and We may make reasonably justified charges for accessing Documentation or for discussing access to it (i.e. without notice). Except for the instances outlined below, after 6 years after the Agreement Period We may arrange for Documentation (including any of your papers We hold) to be destroyed without further notice; the exceptions are:

    a. After the expiry of reasonable notice otherwise.
    b. Wills would normally be stored for at least 6 years after the testator has died.
    c. LPAs would normally be stored for the longer of until the death of the donor or at least 15 years from the date on which they are made.

    We shall endeavour to destroy Documentation in a reasonably secure manner that does not cause us to incur substantial destruction charges, but we do not guarantee the confidence of Documentation being destroyed (e.g. We will not pay for old Documentation to be securely destroyed, due to the cost to us of such destruction).

29. We are mutually deemed neither to create for, nor transfer to, Client any intellectual property under these terms. Unless expressly stated otherwise in a special condition any copyrights or design rights arising in or from Services under these terms will either remain vested in Us or will be deemed transferred to Us on their creation.

30. There is a GPDR/Privacy notice on Our website that applies to this engagement and Our possession and processing of your personal data. You agree to Our holding your sensitive personal details within Our computer systems. Our Privacy Policy can be found on Our website at https://www.mounteney.com/privacy-policy.html

31. We are normally obliged by the SRA to avoid acting where there is a direct conflict of interest between Us, You, and/or any other client of Ours – however We are allowed to act where there are differences of interest referred to subject to specific safeguards to which We adhere. We may act where there are differences of interest referred to where your instructions imply a waiver of any objection, or where you specifically tell Us to do so. An example of a difference of interest is where you ask Us to act for your proposed lender, as well as you: We will have a duty to make full disclosure to the mortgagee of all relevant facts relating to you, your purchase and mortgage regardless of whether you want us to do so or not (that will include disclosure of any discrepancies between the mortgage application and information provided to Us during the transaction and any cashback payments or discount schemes which a seller is providing you). Your instruction of Us on a Mounteney Complete basis (see https://www.mounteney.com/residential-property/conveyancing/fast-conveyancing/ shall be deemed to include your waiver of any objection to / instruction to act despite, such differences of interest, if any.

32. Anti-money-laundering legislation may require Us in some circumstances to delay or cease acting in circumstances in which We are unable to give you any explanation; you agree not to object if such circumstances arise.

33. Where You comprise more than one natural person each and every such natural person also individually agrees with Us, and with one-another, to give Us clear and mutually-consistent instructions, and that We may deem instructions from any one of You to comprise instructions from all of You in the absence of evidence to the contrary.

34. You, and any natural person comprised in You individually, agree with Us, and with one-another, that where We reasonably deem instructions under clause 33 to be absent:

    a. We are released from acting further, but may charge for our work to date and (at our standard hourly rates) for advising on any trusts arising, and/or dealing with any proceeds, and we are authorised to deduct such reasonable invoices from any client money held; and
    b. We may send any client money held either to where We may be mutually-consistently instructed, or else (when we may reasonably deem such instructions to be absent) where We, acting reasonably, may consider to be equitable, that might normally include consideration of splitting client money equally in proportion between the persons comprising our client.

35. This agreement is to be interpreted in English Law and is subject to the exclusive jurisdiction of the Courts of England.

36. The provisions of this clause 36 apply only to Clients who are retail consumers (within the meaning of the UK's customer protection legislation) (i.e. not to traders) who have not agreed these terms while they were on business premises:

    a. Client consents Us commencing the supplies of Services immediately on Commencement (i.e. during any period for cancellation), notwithstanding the consequence would be to end the cancellation period.

    b. During the Agreement Period this agreement may be cancelled by Client subject to the following:

        i. All Services will have been customised to Client's specification; therefore, except where Services are faulty, or do not comply with the contract for

some other reason, after Our performance of the Services has begun Client shall have no right to cancel.

ii. unless the Services are faulty or do not comply with the contract for some other reason, before Our performance of the Services has begun during the first 7 working days from Commencement, Client may cancel this Agreement during the first 7 working days from Commencement by the delivery to Us of unequivocal written notice of the circumstances, stating a definite intention to cancel ("Cancellation")

c. On Cancellation the price paid by Client for the Services will be repaid as soon as possible and, in any case, within 30 days.

ACTING AS YOUR INSURANCE INTERMEDIARY

(including statements about your insurance demands and needs)

During the process of buying and selling property past problems are occasionally identified, e.g. with title, the previous conveyancing process, possible property liabilities etc. When such problems are identified their actual nature will be explained, if applicable, and sometimes those problems can be addressed by insurance. Accordingly sometimes there may be circumstances in which you might like us to buy insurance products for you, arising from our property work for you. Involvement in buying insurance products is authorised and regulated by the Financial Conduct Authority ("FCA"), who require us to provide this information about this service, should it arise in your case (it may not arise or be applicable, of course):

37. We are not directly authorised by the FCA, but we are included on the register maintained by the FCA that enables us lawfully to carry on insurance mediation / distribution activities arising from our legal work, as outlined, which is (broadly) being involved in aspects of advising on, selling, and administering this type of insurance policy. This part of our business, including arrangements for complaints or redress if something goes wrong, is directly regulated by our primary regulator, i.e. the SRA. The FCA's register can be accessed via their website at www.fca.gov.uk/register. Jonathan Mounteney is our insurance manager.

38. We would be acting on your behalf, not on behalf of any insurer. We make no additional charge for this service should it arise, and receive no remuneration for it from elsewhere; we do it purely to facilitate the legal services we charge for. We do not make an extensive comparison of the policies available, but we restrict our enquiries to either ISIS Conveyancing Insurance Specialists or Legal & Contingency. Our past experience, and analysis of the market, has shown that the cover provided by these providers is comprehensive and their premiums competitive. Their policies are underwritten with relatively good financial stability, and their range and terms of products are appropriate to our circumstances. If you require further information regarding our choice of legal indemnity provider, please contact us. We are not under any type of obligation to or relationship with these insurers. You are free to make your own arrangements with these, or any other, providers - but if you do not make your own arrangements then we will deem you to have approved the providers we use and the arrangements outlined here.

39. An 'Insurance Product Information Document' should be supplied by the Insurance company (ISIS or L&C) that we would normally give you in advance of buying. Please let us know if you do not receive it. If you do not let us know you have not received it you agree that we are entitled to infer that you do not wish to see it.

40. These type of policies tend to be generic, complicated, and standard (non-negotiable) for the property buyer or seller circumstances. Beyond what is outlined here we will not make any personal recommendation to you, or give any advice about the insurance proposed tailored to you in particular – the decision on whether the policy suits your requirements, and whether you wish to buy it at all, will be entirely yours (subject to the possible consequences of your decision on your property transaction).

Agreed on behalf of Hargreaves Mounteney Ltd

Signed by Jonathan Mounteney (Solicitor #165893), director, 20 October 2026

In some circumstances you may also be asked to sign a copy of this document to indicate your acceptance of these terms and conditions of business:

Signed	Signed .....
Dated	Dated .....