

TERMS OF BUSINESS

Please read the following paragraphs carefully. These are our terms of business and explain the scope of our service to you. When you instruct us to act you are confirming that you agree to our terms.

1. INTRODUCTION AND DEFINITIONS

1.1 These terms of business should be read and construed in conjunction with The Information which is defined below. Where there is any inconsistency between these terms and The Information, the latter will prevail.

1.2 In these terms, the following words and phrases shall have the following meanings:

"Client" or "you" means the addressee(s) of our Introductory Letter

Optima Legal", "we" or "us" means Optima Legal Services Ltd, which trades under the name Optima Legal. Optima Legal Services Ltd is registered in England and Wales (registered number 05781608, VAT number 618184140). A list of directors and shareholders is open for inspection at its registered office and principal place of business, Hepworth House, Claypit Lane, Leeds, LS2 8AE; Optima Legal is authorised and regulated by the Solicitors Regulation Authority in accordance with the SRA' Code of Conduct 2011 which can be viewed at www.sra.org.uk;

"Optima Legal Persons" means:

- each and all of our directors, employees, agents; and
- third party providers to whom we may outsource our information technology function and their partners, directors, employees and agents;

"The Information" means the information provided in our introductory letter (which includes our fees) enclosing or referring to these terms and recording the engagement by you of Optima Legal for the purpose of delivering the Services, and includes information on our Applicant Portal including the Frequently asked Questions and any supplementary questionnaire or information sheet sent to you;

"Services" means the services to be provided by Optima Legal in accordance with the The Information including, without limitation, the Services in clause 2 and any online "Client View" services.

2. OUR SERVICE

2.1 Our fee includes all of the tasks necessary to complete the transaction ancillary to your mortgage ("the Services") detailed in The Information and where appropriate requested by you via our Applicant Portal or in replies to our Questionnaire which accompanies or refers to this form. Where there is any inconsistency between these terms and The Information, the latter will prevail. This assumes that there are no other adverse factors or defects in title to the property you are remortgaging.

2.2 It is not intended that any person who is not a party to these Terms shall have any rights to enforce any of the provisions under the Contract (Rights of Third Parties Act) 1999.

2.3 If there are defects in title and additional work is required which is not referred to in the Information we will tell you this prior to undertaking the work and we will quote a fee to you.

2.4 We will discuss any other individual requirements with you. Please note that our agreed fee and the scope of our instructions and the Services we may provide may be of a limited nature. The limitations will be set out in the Information and in particular will not include advice on tax, trusts or matrimonial matters (other than to advise you of the amount of stamp duty land tax payable). Advice on these matters must be obtained from a third party.

2.5 All the work which Optima Legal undertakes is subject to internal review and quality assurance procedures. This extends to our information technology functions which are outsourced to a third party provider. These procedures have been developed to ensure that the Services are presented to a consistent, high standard of quality and further that Optima Legal complies with the ethical codes of the Solicitors Regulation Authority.

2.6 From time to time we may delegate tasks to suitably experienced individuals to enable your work to be carried out in a timely and cost effective manner. Where appropriate, work may be undertaken, subject to supervision, by a suitably experienced person who is not a solicitor.

3. OUR FEES AND DISBURSEMENTS

3.1 Our fee quotation is based on the information given to us at the time of your instructions. For the avoidance of doubt these fees are in addition to any fees payable by your new lender or you as a result of your mortgage transaction. Your new lender will not pay these fees as part of your mortgage.

3.2 The disbursements quoted to you include all of the standard disbursements for the Services, including any local disbursements. If additional disbursements are necessary we will advise you of these in writing prior to incurring any expenditure on your behalf.

- 3.3 If, as a result of the Services, any monies are required to be sent to you or a third party by a Bank Transfer or CHAPS payment we will make a charge to you. This fee is for our costs for dealing with the payment and is inclusive of the fees (if any) charged by our Bank to us for this service. The amount of the fee may vary. The current fee is detailed in The Information.
- 3.4 We reserve the right to increase or decrease our fee should the rate of VAT (where applicable) change at the relevant tax point in respect of the delivery of the Services.

4. BILLING

- 4.1 We will send you an invoice for our charges and expenses. We may ask you to pay our fees and disbursements before we commence work on the Services. Alternatively, if there are any balance monies due to you on completion we will deduct our charges and expenses and forward the balance to you. Our acceptance of instructions is conditional on all outstanding fees and disbursements requested of you being received by us and cleared through our bank. If requested fees and disbursements are not paid we will not complete your mortgage or the Services or, at our discretion, carry out any further work.
- 4.2 Any query on an invoice must be raised within 14 days of delivery. If an invoice is not paid within 30 days of the due date, Optima Legal reserves the right to charge interest from the date of the invoice at three per cent above the prevailing base lending rate of Barclays Bank plc. Optima Legal also reserves the right (where permitted) to suspend or terminate the provision of the Services if any invoice is not paid within 30 days of the due date (although we would not do so without consulting you first).
- 4.3 If you are dissatisfied with any aspect of our invoice you have a right to object to the invoice by making a complaint to the Legal Ombudsman or by applying to the Court for an assessment of the invoice under Part III of the Solicitor's Act 1974. The Legal Ombudsman may not deal with a complaint about an invoice if you have applied to the court for an assessment. If all or part of a bill remains unpaid during this process we may be entitled to charge you interest.

5 YOUR OBLIGATIONS

- 5.1 To enable us to provide the Services to you, you agree to provide us with all relevant information, including any matter or fact which may have any bearing on our acting for you or our provision of the Services so that we can consider whether it is relevant to the conduct of the matter. It is of particular importance that:
- you provide us in a timely manner with all instructions, information and documents required for us to carry out the Services;
 - all information which you provide to us is true, accurate and not misleading to the best of your knowledge, information and belief (this is important as we will not verify the accuracy and completeness of the information which you supply to us unless we have agreed to do so in providing the Services); and
 - if there are changes to the information provided to us, you notify us immediately.
- 5.2 Accordingly, Optima Legal will not be responsible for any loss or damage arising from reliance on any information, or for inaccuracy or other defect in any document, supplied by you.

6 YOUR BEST INTERESTS

- 6.1 If we have received instructions from a third party such as your new lender, broker or introducer our direct relationship is with you and not the referrer. Please rest assured we will be acting in your best interests at all times.
- 6.2 As the Service is ancillary to your mortgage we also act on behalf of your new lender. We may therefore have to pass them information you give us that might be relevant to their decision whether to proceed with the mortgage. If you ask us not to pass information to your lender, which is relevant to them, we may have to stop acting for them and also for you. We will decide to stop acting for you only if we have good reason to and we will provide you with reasonable notice.
- 6.3 Due to the nature of our business, Optima Legal may act for other parties in relation to same property or asset. Optima Legal has and shall continue to have arrangements in operation designed to facilitate the protection of each of our client's interests through one or more of the following safeguards: separate advisory teams, geographical separation, operational independence, separate computer services and separate email systems ("Safeguards") You recognize and accept that Safeguards are maintained to restrict the flow of information within Optima Legal. You agree that because these Safeguards exist to protect both your interests and any confidential information which individuals within the firm have learned during the course of acting for you, we may accept instructions from another party or parties notwithstanding that such confidential information may be relevant to that other party or parties.

7. INTERNET PROTOCOL

- 7.1 At present the Internet is unregulated, this means that there is no reliable method of guaranteeing receipt of an Internet email from us. You should also be aware that there is no guarantee that an Internet email will reach us within a pre-determined timescale and indeed the person receiving the email may be away from their desk when it arrives. If the email is urgent you should contact us by telephone to ensure that an email has been received and read.
- 7.2 There is no guarantee that the sender of the email is genuine, as the path of an email cannot be audited.
- 7.3 You should be aware that emails, which contain attachments, may contain viruses. The following disclaimer and warning is automatically attached to all Optima Legal emails. Please read this carefully:

This email is from Optima Legal.

The contents of this email and any attachments are strictly confidential and may be legally privileged. The email and its

attachments may be read, copied and used only by the intended recipient. If this email is received in error and you are not the intended recipient, please contact Optima Legal on +44(0)844 571 6700 quoting the name of the sender and the email address to which it has been sent and then delete all copies of this email, ensuring you do not read, copy or disclose its contents to anyone. Copyright reserved.

Please note that neither Optima Legal nor the sender accepts any responsibility for viruses and it is your responsibility to scan or otherwise check this email and any attachments.

Optima Legal is a trading name of Optima Legal Services Ltd, registered in England and Wales (registered number 05781608, VAT number 618184140). A list of the directors and shareholders is open for inspection at its registered office: Hepworth House, Claypit Lane, Leeds, LS2 8AE.

Authorised and regulated by the Solicitors Regulation Authority.

- 7.4 If you supply an email address to us we shall assume that you have no objection to us, where appropriate, communicating with you by email. Please remember that emails have the same legal effect as a letter or fax and we will act upon your instructions received by email.

8 COMPLAINTS AND SUGGESTIONS

- 8.1 All firms of solicitors are obliged to attempt to resolve problems that clients may have with the service provided. If you have any concerns at all please raise them with us as we pride ourselves on the quality of our service and we are confident that you will receive a high quality service in all respects. However, if you have any queries or concerns about the work we are doing for you, or about our invoice, you should try to resolve this with the case executive who is dealing with your case. If these remain unresolved the matter may be taken up with the relevant Team Manager and a full copy of our complaints policy is available on request.

- 8.2 The director with overall responsibility for the work carried out on your behalf is Lucy Ellacott.

- 8.3 If our complaints procedure has been exhausted and you feel the matter is unresolved, you may refer your complaint to the Legal Ombudsman:

- within 1 year of the date of the act or omission; or
- 1 year from when you should reasonably have known there was a cause for complaint; and
- within 6 months from the date of our final response.

You can write to the Legal Ombudsman at Legal Ombudsman, PO Box 6806, Wolverhampton, WV1 9WJ; or by telephone: 0300 555 1777; or by email: enquires@legalombudsman.org.uk

- 8.4 We will not charge you for any time spent dealing with a complaint.

- 8.5 As we continually measure our performance against customer satisfaction your feedback about our service would be welcomed. At the end of your transaction you may be sent a customer service questionnaire for completion.

9 DATA PROTECTION

In connection with delivering the Services, we will act as data controllers and will not be processing personal data on your behalf. We do, however, take appropriate technical and organisational measures, which are designed to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data. Where appropriate personal data may be disclosed to third parties such as your new lender and HM Revenue and Customs and you consent to our doing so.

10 CLIENT MONIES

- 10.1 Any monies paid to Optima Legal in advance of the conclusion of any matter, either by way of retainer or on account of our fees or expenses or as a security deposit, will be held in a client account, separately from Optima Legal's own monies. We will only accept payment of monies by you; we will not accept third party payments unless agreed in advance of the payment.

- 10.2 Unless otherwise agreed you will be entitled to interest on any monies which are held by Optima Legal on your behalf for more than one week and the accruing interest is greater than £20. Interest paid will be based on those rates available on call deposit balances held with high street banks on the same terms.

- 10.3 Monies deposited with Optima Legal on account of future fees and expenses (including accrued interest) will be available to us to transfer and use the same in payment of our invoiced fees and expenses.

- 10.4 You may be asked to disclose details of the source of any monies paid to Optima Legal in relation to any retainer and failure to do so may lead to us terminating the retainer or a delay in the transaction whilst further investigations are made.

- 10.5 Money held by us in our client account on behalf of clients who are individuals or small businesses is covered by the financial services compensation scheme ("FSCS") and we understand that this scheme covers deposits with any institution up to the value of £85,000 per depositor per institution. In calculating the £85,000 limit per depositor per institution, the aggregate of all funds held in a depositor's name (in addition to the funds held on behalf of a depositor in our client account) would be used in the event that a depositor happened to have an account with the institution in question. In the unlikely event that it is necessary

to make a claim or assist a client to make a claim to the FSCS Scheme, we would need to send details to relevant clients to the FSCS. You must tell us if you do not consent to this.

11 CONFIDENTIALITY

11.1 Subject to clauses 9 and 11.2, Optima Legal and Optima Legal Persons will treat all information which is provided to us by you or on your behalf for the purposes of providing the Services as strictly confidential and we will not use or disclose this information except for the purposes of providing the Services (which you acknowledge may require us to disclose information to third parties, including your other advisers). This obligation will not apply to any information which is in or comes into the public domain otherwise than as a result of a breach by us of these terms, nor does it apply to information which is already lawfully in our possession at the time it is communicated by you to us.

11.2 Notwithstanding clause 9 and 11.1, Optima Legal and Optima Legal Persons will be entitled to disclose confidential information relating to or belonging to you to:

- our professional indemnity insurers;
- our auditors, providers of capital and outsourcing services and any other professional advisers appointed by us from time to time;
- any other third party to the extent that this is required by law or regulation.

11.3 Clauses 11.1 and 11.2 will continue in force beyond the termination or expiry of the services.

12 LIABILITY

12.1 We will use all reasonable skill and care in the provision of the Services.

12.2 The Services are provided in accordance with:

- our understanding of current professional practice and guidelines; and
- the proper interpretation of the law, court decisions and regulations in existence on the date on which advice is provided.

It is possible that changes in the law and its interpretation may occur before our advice is acted upon. Optima Legal cannot accept responsibility for any changes in the law or its interpretation which occur subsequent to our advice being delivered to you or which could not reasonably be known by us at that time.

Any draft documents, which we provide, will not constitute our definitive opinion.

12.3 The Services are provided to and for the benefit of you as our client, and you alone. Optima Legal accepts liability to you, and you alone. Neither Optima Legal nor any Optima Legal Person shall be liable to any other person as a result of you communicating our advice to them. You agree that you will not communicate our advice to any other person without our consent. You agree that you will indemnify us and each Optima Legal Person against any liability incurred in any action brought against us and/or any Optima Legal Person as a result of you communicating our advice to any other person without our consent.

12.4 We recognise that if you suffer loss as a result of any act or omission by Optima Legal, we may incur liability to you. Our liability to you arising from our deliberate fraud shall not be restricted by any provision in The Information nor shall anything in The Information exclude our liability to the extent prohibited by law or regulation in the case of a contentious business agreement. With those exceptions, our liability and that of any Optima Legal Persons shall be subject to the following:

- neither Optima Legal nor any Optima Legal Person shall be liable in any circumstances for any loss, damage, cost or expense arising from any dishonest, deliberate or reckless misstatement, concealment or other conduct on the part of any other person;
- neither Optima Legal nor any Optima Legal Person shall be liable for loss of profits or any indirect or consequential loss or damage suffered by you arising from or in connection with the Services;
- the aggregate liability of Optima Legal and any Optima Legal Persons in any circumstances whatsoever, whether in contract, tort, statute or otherwise, and however caused (including as a result of our negligence), for loss or damage arising from or in connection with the Services shall be limited to the sum specified in The Information or the extent that our service is limited as set out in the Information, or, if no sum is specified, a sum equal to the limit of our professional indemnity insurance at the time the claim is notified to us.

12.5 If you accept or have accepted any express exclusion and/or limitation of liability from any of your other professional advisers, Optima Legal's total liability to you in respect of or arising out of the Services will not exceed the aggregate amount for which Optima Legal would otherwise have been liable after deducting any amount which we would have been entitled to recover pursuant to the Civil Liability (Contribution) Act 1978 or otherwise, but are prevented from doing so as a result of any such exclusion and/or limitation of liability.

13 STORAGE OF YOUR FILE

13.1 We are entitled to keep your file of papers while any money is due and owing to us.

13.2 After completion of the Services we will keep our file (in electronic or paper version) for up to seven years on the understanding that we have your authority to destroy the file seven years after completion.

- 13.3 We reserve the right to make a charge to you a fee for the retrieval and supply for information from your file after completion of the Services.

14 TERMINATION OF YOUR INSTRUCTIONS AND YOUR RIGHT TO CANCEL

- 14.1 Where we provide you with the Services, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 apply. You have the right to cancel this contract within 14 days without giving any reason. The cancellation period will expire 14 days from the conclusion of the Contract to provide those Services. To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement (eg a letter sent by post, fax or email). To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired. For the avoidance of doubt, we will not accept cancellations over the telephone.

If you requested us to provide the Services during the cancellation period, you shall pay us an amount which is in proportion to what has been performed until you have communicated to us your cancellation from this contract, in comparison with the full coverage of the contract and this may mean you may not be entitled to the reimbursement of fees and disbursements paid to us.

- 14.2 Where the Regulations do not apply, you may terminate your instructions to us in writing at any time. Please note we will not release any papers and documents while money is owed to us.
- 14.3 Optima Legal reserves the right to cease to act on your behalf if we consider this appropriate (for example, in circumstances where a conflict of interest arises or you are in breach of these Terms). If we intend to do this, we shall so far as practicable consult with you first and provide reasonable assistance in transferring the matter to another firm. We will charge you for all work completed up to the date of termination of the Services, taking into account the work we have done and any costs incurred by us in closing or transferring the matter.

15 FINANCIAL SERVICES AND MARKETS ACT 2000 (as amended)

Optima Legal is not authorised by the Financial Conduct Authority. However, we are included on the register maintained by the Financial Conduct Authority so that we can carry on insurance mediation activity, which is broadly the 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.

16 MONEY LAUNDERING REGULATIONS

- 16.1 Optima Legal has an obligation to report knowledge or suspicion of certain criminal activities and this may be done without reference to, or the consent of, you.
- 16.2 Optima Legal is required to identify its clients. In the absence of satisfactory evidence of identity when requested Optima Legal will be unable to act or continue to act for you. Please see The Information as to the evidence of identity Optima Legal requires. Please do NOT send original documents through the post. Optima Legal will not accept liability for any original documents lost or stolen. Original documents are sent at your own risk.
- 16.3 You may be asked to disclose details of the source of funds provided by you and failure to do so may lead us to terminate your instructions or a delay in the transaction whilst further investigations are made.
- 16.4 Optima Legal may in some circumstances be obliged to terminate your instructions in circumstances where we may not be able to communicate the reason for the termination.

17 SUBCONTRACTING AND NOVATION

- 17.1 In appropriate circumstances, Optima Legal will use third parties to assist us in providing any part of the Services. Any reference to our employees in The Information includes these third parties.
- 17.2 If Optima Legal's practice or substantially the whole of Optima Legal's practice is transferred to another entity which is controlled by Optima Legal Persons and authorised and regulated by the Solicitors Regulation Authority, Optima Legal shall have the right to novate the Services referred to in The Information in favour of such entity by giving written notice to that effect to you

18 PROFESSIONAL INDEMNITY INSURANCE

- 18.1 Optima Legal Services Ltd maintains compulsory professional indemnity insurance, details of which are available for inspection at our registered office.

19 GENERAL

- 19.1 The Services will be governed by and interpreted in accordance with English Law. You irrevocably agree that the English courts shall have exclusive jurisdiction over any dispute which may arise out of or in connection with the Services.
- 19.2 Neither you nor Optima Legal can be held liable for any delay or failure to fulfil our respective obligations under the Services as a result of causes beyond our reasonable control. Such causes include, but are not limited to, fire, floods, acts of God, acts and regulations of any governmental or supranational authority, pandemic, war, riots, strikes, lockouts and industrial disputes.
- 19.3 The Information constitutes the entire agreement between Optima Legal and you with respect to the Services. Both you and Optima Legal agree that you and we have not entered into the Services on the basis of reliance on any statement, representation, warranty, or other provision except those expressly included in the Information.