

INTEREST POLICY

1. Amount of Interest

We (which in this policy means Stamp James LLP) will pay a fair sum of interest to you (which in this policy means a client or third party on whose behalf we hold money) on any client money we hold for you, in accordance with this policy.

2. Circumstances in which Interest will not be Paid

We will not pay interest:

- where the amount of interest in a quarter, calculated in accordance with this policy, is less than £500.00;
- on money held by us as stakeholder, in lieu of a charge by us for this service;
- on money we agree to hold outside a client account in a manner that does not attract interest;
- on balances of any amount held by agreement with you in a currency other than UK pounds sterling (GBP)

Unless we agree otherwise, in writing, with you. Where we do so, we will provide sufficient information to enable you to give informed consent (see 'Contracting out' at section 9 below).

3. Calculation of Interest, if Payable

Our general client account is an account in which we hold money relating to multiple clients or third parties.

Client money will be held in our general client account, unless agreed otherwise in writing or if doing so would conflict with our obligations as a trustee of a trust, donee of a power of attorney, Court of Protection deputy, trustee of an occupational pension scheme, or any other legal, contractual or regulatory duty to which we are subject.

Where interest is payable in accordance with this policy on money held in our general client account, it will be calculated on a daily basis at the Reference Rate on a matter-by-matter basis.

The Reference Rate is the annual rate which is in our opinion the same (to the nearest 0.1%) as that offered from time-to-time by the firm's primary bankers (currently Lloyds Bank plc) on their publicly-available standard client deposit account (currently Lloyds "Client Deposit Account") or closest equivalent, on an amount equal to the average balance that was held on the relevant client matter during the period over which interest is to be calculated. If such offered rate is below 0.1%, the Reference Rate will be zero.

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We will review the Reference Rate monthly, but changes will be backdated as required to align with the date(s) of any changes in the relevant rate offered by our bank.

The prevailing Reference Rate will be published by us by way of changes to the table at the end of this policy.

4. Interest Payment Dates

Interest will be calculated over the period we hold the relevant money, starting from the date the monies are treated by us as cleared funds.

Interest will be calculated at the conclusion of the relevant matter and on a quarterly basis, as at 31 July, 31 October, 31 January and 30 April in each year. If the amount of interest as at any such calculation date is less than the minimum specified in section 2 above, interest will not be due and will not be credited to your client ledger balance.

Interest will be credited to the relevant client ledger balance when due and aggregated with that balance for the purposes of the calculation of subsequent interest payments.

We will not provide periodic interest statements but will account to you for interest at the conclusion of the relevant matter, with a written statement of the interest earned. You are welcome to enquire about the amount, if any, of interest earned on your matter at any time, by contacting the lawyer advising you.

5. Tax Liability

Interest will be credited before deduction of tax. It will be your responsibility to declare interest received to HMRC and any other, relevant authority, and to pay any tax which is due in consequence.

6. Monies held on more than one Matter

Where we hold money on more than one matter for you, interest (and eligibility for interest) will be calculated separately for each individual matter, unless we consider that it is fair to aggregate the interest for the purposes of any part of this policy.

7. Special Cases

If we hold money jointly with you, any interest earned will be divided equally between you and the firm, unless we agree otherwise.

If we hold money jointly with another firm, we will agree with the other firm how interest will be allocated.

We will agree to operate an SDCA only if the account is compliant with the requirements of the Solicitors Regulation Authority and held with our primary bankers.

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We reserve the right to charge a fair fee, which we will agree with you in advance, for setting up an SDCA.

8. Unpresented Cheques

If we decide or agree to pay money by cheque to you, but there is then a delay in paying the cheque into your bank, we will not pay additional interest after the date of the cheque, unless we consider that it is fair in all the circumstances to do so.

9. Contracting Out

We may, by agreement with you, vary or contract out of the terms of this interest policy.

Any agreement to vary or contract out of the policy must be in writing and signed by a partner or director of the firm.

When agreeing to contract out, we will provide sufficient information to enable you to give informed consent.

10. Monitoring and Review

The firm's compliance officer for finance and administration (COFA) is responsible for this policy.

The COFA will monitor compliance with this policy and will review this policy regularly, and at least annually.

11. Explanatory Notes

Our view is that the approach set out above is fair, taking into account (among other factors) the cost associated with calculating, administering and paying interest below the specified threshold figure (which in our view would be disproportionate to the amount involved); the nature of the balances typically held by us; the nature of our client base; market practice; guidance issued by the SRA; external advice as to best practice; and specialist commentary on our regulatory obligations.

We are required by the Solicitors Regulation Authority (SRA) to ensure client money is available on demand unless we agree an alternative arrangement in writing with you. Therefore, we hold client money in instant-access accounts only, unless we have agreed an alternative arrangement.

This means the interest rate paid on client money (however held) may not be as high as could be achieved if you placed the money on deposit yourself.