

TERMS OF BUSINESS

The following general terms will apply to all matters handled by Wollastons LLP ('us', 'we', 'our') on your behalf of the Client ('you', 'your') unless specifically varied in writing by us. These Terms of Business supersede any previous Terms of Business which you may have received.

Wollastons LLP is a limited liability partnership registered in England (No OC312700) and regulated by The Solicitors Regulation Authority (www.sra.org.uk). 'Wollastons' and 'Wollastons Solicitors' are trading names of Wollastons LLP.

Any representative of Wollastons LLP described as a 'partner' is either a member of Wollastons LLP or an employee with equivalent qualifications and experience and is not a partner in a partnership for the purpose of the Partnership Act 1890. The terms 'partner' or 'partners' should be construed accordingly in these Terms of Business. A list of the members of Wollastons LLP and of the non members designated as partners may be inspected at our registered office and principal place of business, Brierly Place, New London Road, Chelmsford, CM2 0AP.

The contract between you and us for the provision of any services by us shall comprise (1) the Terms of Engagement Letter sent to you by us in relation to any specific matter together with any appendices or supplements or written variations thereto; and (2) these Terms of Business ('the Contract'). In the event of any conflict between any Terms of Engagement letter and these Terms of Business, the Terms of Engagement shall prevail.

If we have commenced the provision of services (for example by gathering information, project planning or giving initial advice) prior to your receiving a Terms of Engagement letter or these Terms of Business, then notwithstanding that the Contract is made after the provision of such services the Contract shall be deemed to apply retrospectively from the commencement of such services.

1 Instructions and advice

- 1.1 You must supply us with clear, timely and complete instructions, including all relevant documents and background information, at the outset and as the matter continues.
- 1.2 You should not assume that information that you may have provided to representatives of Wollastons LLP in respect of one matter will be made available to the representatives advising on another matter. All information that has a bearing on any individual matter should be provided directly to the representative dealing with that matter even if it has already been provided to other representatives in the course of a different matter.
- 1.3 Our advice will be based on our understanding of the law, its interpretation and practice as at the time the advice is given. Any subsequent changes in the law, its interpretation or practice may therefore affect the accuracy or correctness of that advice. We are under no obligation to update our advice, once given, for subsequent changes in the law, its interpretation or practice, and we do not undertake to do so.
- 1.4 In many cases, our advice will include a summary of our understanding of the facts or background on which our advice is based. It is important that you tell us if you think that any such summary or understanding does not accurately reflect the true facts or background, since our analysis of the matter and our resulting advice may then change.
- 1.5 If advice is requested ad hoc and no subsequent written instructions are given, or written confirmation requested, we will accept no liability for your reliance on any oral advice, unless and until we have subsequently confirmed that advice in writing.
- 1.6 In the absence of clear notification to the contrary, we will assume that anyone instructing us on behalf of a company, partnership, limited liability partnership or other organisation has authority to do so.

2 Basis of Charging

- 2.1 Unless otherwise specifically agreed, fees will be assessed mainly by reference to the time spent on the matter on the basis of hourly charging rates which vary according to the type of work and the seniority of the representatives concerned. Representatives of Wollastons LLP for whose time a charge may be made include solicitors, legal executives, trainee solicitors, managers, paralegals and clerks. Details of the hourly rates applicable to any particular matter are set out in the relevant Terms of Engagement letter and any variations thereto. Rates are reviewed from time to time, normally annually, and you will be notified of any change.
- 2.2 In accordance with The Solicitors Regulation Authority's guidelines, which stipulate that fees should be fair and reasonable having regard to all the circumstances of the case, fees may also include an additional element reflecting value, importance, speed, complexity or special skills.
- 2.3 All time spent on each matter will be recorded in minimum six minute units, including time spent in meetings; on the telephone; in considering facts or papers; preparation; research; discussion; travelling; and letters, e-mails, documents and file notes. An initial administration charge of £50 will be made in respect of each new matter. Additional charges will be made for disbursements (goods and services which we purchase on your behalf) and for certain internal expenses incurred such as credit or company searches; faxes; international phone calls; and reprographics, including photocopying (at a per page charge of 25p for black and white and 50p for colour), document production, CDs, collation and colour printing. Where applicable, we will make a disbursement charge of £8 or £10 (depending on the receiving bank) and a handling charge of £30 for electronic bank transfers. VAT will be charged where applicable.
- 2.4 If instructions are terminated for any reason, a charge will be made for all work carried out to date, including abortive work.

3 Estimates

- 3.1 It is often difficult to estimate how much time will be required to complete our work, bearing in mind the variety of circumstances that may arise. However, guidance in the form of estimates as to likely costs will be given, where possible.
- 3.2 Any estimates given will be based on the information available to us at the time and, although given in good faith, will not be binding. Variations in the instructions given, including requests for additional work or unexpected developments and/or inexperience, incompetence or lack of co-operation on the part of clients, other parties or their advisers may increase costs.
- 3.3 Any estimate given will only cover our work for you. It will not include (unless expressly stated) an amount for any liability which you may have to pay towards your opponent's costs.

4 Insurance cover

- 4.1 You should ascertain whether you are covered by any relevant insurance in respect of either liability or legal expenses. If so, you should inform us and notify the insurers of the possible claim and of our involvement as soon as possible. Insurance policies commonly provide that a delay in informing the insurers of a potential claim on the policy invalidates the insurance policy. The policy may also place restrictions on the choice of solicitor to handle a claim.
- 4.2 In the event that your insurers insist on you or them instructing other solicitors, you will remain liable to us for any work done by us prior to being notified of this.

5 Client money, Funds on account

- 5.1 We may require money to be paid on account of work to be done, disbursements, expenses and VAT. This will be held in our client bank account until such time as a final invoice has been submitted. We will not pay you interest on money held in our client account unless we have specifically agreed to do so. Please note also clause 11 (Money Laundering Regulations 2007, Proceeds of Crime Act 2002 and Terrorism Act 2000).
- 5.2 Credits to our client account should be made in sufficient time to allow for bank clearance before funds are required. We will not accept any liability for any failure on your part to provide cleared funds in time to meet deadlines such as completion dates. Client monies will normally be placed with NatWest Bank or another UK clearing bank. We will not accept any liability for any loss or damage arising from any insolvency, failure or default of any bank or of any other person, firm, company or institution.

6 Invoices

- 6.1 Invoices will be delivered at such intervals as we consider appropriate for work carried out, disbursements made and expenses incurred during the conduct of a matter. Invoices will normally be submitted monthly, though special arrangements for more or less frequent billing may sometimes be appropriate.
- 6.2 Invoices are due for payment upon presentation. Interest is chargeable from the date of the invoice on any invoice outstanding for more than 30 days at the rate of 4% per annum above NatWest Bank Plc's Base Lending Rate from time to time in force. If you do not discharge our invoice and we commence legal proceedings in order to recover the debt, you will be liable to us for the legal costs we incur at our normal hourly rates together with all costs, disbursements and expenses which we incur in such proceedings.
- 6.3 Any queries concerning an invoice should be raised immediately upon receipt.
- 6.4 If you are not satisfied with the amount of our fees, you may be entitled to have your charges reviewed by the Court. This is called 'assessment'. The procedure is set out in ss 70, 71 and 72 of the Solicitors Act 1974. You should note that, you need to apply for assessment within one month of receiving the invoice.

7 Termination of Retainer

- 7.1 You may terminate the Contract at any time.
- 7.2 We may terminate the Contract for any good reason, including the following:
 - 7.2.1 Your failing to make payment for an invoice or on account as requested; or
 - 7.2.2 Your becoming unable to pay your debts (within the meaning of the Insolvency Act 1986); or
 - 7.2.3 If a conflict of interest becomes apparent; or
 - 7.2.4 If you fail (in our opinion) to instruct us properly; or
 - 7.2.5 In the event of a breakdown in confidence between you and us.
- 7.3 We may terminate the Contract without giving any reason for doing so if we consider that we are required by law to cease to act.
- 7.4 Any termination of the Contract by you or us must be by notice in writing.
- 7.5 In contentious matters we may apply at any time to have our name removed from the Court record.
- 7.6 We may exercise a lien that arises on any papers, deeds, documents, money or securities of yours which are in our possession until payment for any outstanding charges has been made.
- 7.7 Any provisions of the Contract that either expressly, or by their nature, extend beyond the expiry or termination of our instructions shall survive such expiry or termination.

8 Liability for Payment

- 8.1 If we agree that an invoice may be paid by a third party on your behalf and the third party does not pay the invoice within 30 days, you will immediately be liable to discharge the invoice. You will be directly liable for VAT in all cases.
- 8.2 In litigation cases, you are directly liable to us for payment of all charges in full, whether or not it proves possible to obtain an order for costs against or payment from the other party to the litigation. You are likely to become legally responsible for the costs of your opponents if litigation is unsuccessful.
- 8.3 Where we accept instructions from a corporate entity (such as a limited company or limited liability partnership), we may require personal guarantees in relation to our fees and disbursements from appropriate directors, members or shareholders (or other individuals or companies) at any stage in the transaction or proceedings unless the entity concerned has deposited sufficient funds on account as described in clause 5 above.
- 8.4 Where a client consists of two or more persons, each of those persons shall be jointly and severally liable to us for the obligations of the client imposed by the Contract.

9 Quality of Service

If you should have any cause for dissatisfaction or complaint, you should immediately notify the person handling the matter, or, if that person is unable to resolve the issue, the partner with overall responsibility for the matter or, if that partner is unable to resolve the matter, any other partner. A written complaints procedure is available on request.

10 Confidentiality, Conflicts of Interest and Data Protection

- 10.1 Our reports and advice to clients are confidential to the client to whom such report or advice is addressed; are provided for the purposes set out in our Terms of Engagement Letter only; and may not be disclosed to any other person without our prior written consent except as required by law, Court or arbitration proceedings, professional duty or as requested by regulatory authorities. Save as expressly provided by law, no other party may rely on our advice and we accept no responsibility to any other party.
- 10.2 We are authorised by you to speak to or meet with any other person whom we may need to contact to perform the Contract or whom you request us to contact or to our insurers or other advisers. We may release to them for the purpose of the Contract or consequent thereto any information, whether confidential or not, which we have obtained during the course of the Contract and we shall not be liable for any use subsequently made of that information.
- 10.3 You acknowledge our legal obligations to keep confidential any relevant information which we may obtain from or in relation to any other client or potential client and agree that, if we have or obtain any such confidential information, we will not be able to disclose it to you or make use of it for your benefit.
- 10.4 We will check for conflicts of interest before taking on instructions and will endeavour to identify all situations where there may be a conflict with your interests. We request you to notify us promptly of any potential conflict affecting any matter of which you are or become aware. Save as set out above or as required by law, Court or arbitration proceedings, professional duty or as requested by regulatory authorities or as is necessary to protect our own legitimate interests, or as set out in Clause 11 (Money Laundering Regulations 2007, Proceeds of Crime Act 2002 and Terrorism Act 2000) we shall not disclose any confidential information relating to you which we obtain during the course of providing services to you.
- 10.5 We are bound by the Data Protection Act 1998. Your personal data may be used and disclosed by us to third parties in the course of providing services to you and marketing those and other services provided by us to you (eg seminar invitations and newsletters) and for regulatory purposes. We are required to maintain personal data for regulatory and insurance purposes for a period of time after conclusion of provision of services to clients. If you do not wish personal data to be used for marketing purposes as mentioned above, you should notify us in writing. Some clients' files (and personal data therein) may occasionally be made available on a confidential basis to an external quality assessor or auditor.
- 10.6 We will be entitled to carry out such electronic credit or other searches in respect of clients or prospective clients as we consider appropriate at your expense.

11 Money Laundering Regulations 2007, Proceeds of Crime Act 2002 and Terrorism Act 2000

- 11.1 We are required under the Money Laundering Regulations 2007 ('the Regulations') to check the identity of all clients and may ask you to provide up to date proof of identity and address before we can act or continue to act for you. In cases where funds are to be credited to our client account or otherwise utilised in connection with a case or transaction on which we are advising, we will require full details of their source and proposed destination (especially where they originate from or are to be remitted overseas) including a full history with supporting documentation and all relevant bank details and such information must be provided as promptly as possible. We cannot accept or pay funds on your behalf until such proof of identity and financial information has been accepted and other procedures under the Regulations have been completed. We will not accept any responsibility for any loss or delay caused by such procedures or by any failure on your part to provide such documents and information promptly.
- 11.2 All payments to us must be made via a UK clearing bank. Cash payments will not be accepted.
- 11.3 The Proceeds of Crime Act 2002 (POCA) prohibits us from acting for or advising clients on or from becoming involved in an arrangement in relation to any matter which may involve 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. 'The proceeds of crime' and 'criminal property' are widely defined in this context and include any activity (including tax evasion) which would be illegal if carried on in the United Kingdom. The Terrorism Act 2000 (TA) establishes several offences connected with engaging in or facilitating terrorism as well as raising or possessing funds for terrorist purposes.
- 11.4 We have a legal obligation to report to the Serious and Organised Crime Authority (SOCA) any person, including a client, suspected of involvement in activity covered by POCA or TA. We reserve the right to make disclosures to SOCA or other relevant authorities as required by law without notice to you and/or to cease acting for you without giving any reason. By instructing us on the basis of these Terms of Business you agree to waive any duty of confidentiality which we might otherwise owe to you or any right of legal professional privilege to which you might otherwise be entitled in relation to any such disclosure. We will not accept any liability for any loss or damage whether direct or indirect 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 POCA or TA any related or similar legislation.
- 11.5 Time spent by us in complying with our legal obligations under the Regulations and POCA and TA in connection with your affairs will be chargeable to you in the same way as other time spent on your affairs.

12 E-mail

- 12.1 It is our policy to use e-mail wherever possible. Where you provide us with an e-mail address, eg, by sending us an e-mail, we may use that address for the sending of unencrypted sensitive or confidential correspondence or documents to you.
- 12.2 We may also, during the course of a matter, send unencrypted sensitive or confidential information to other persons involved, eg, opposing solicitors, counsel, experts etc, unless specifically requested by them or you not to do so.
- 12.3 All e-mails sent by us and attachments thereto should be scanned for viruses by the recipient.
- 12.4 We will not accept any liability for the risks inherent in e-mail communications, including but not limited to, interception, corruption, loss, destruction or delay.

13 Storage of files, deeds and documents

As a service to clients, we are presently able to provide secure storage without charge for wills, title deeds and other important documents but we reserve the right to discontinue or to introduce charges for this service on reasonable notice. We will in any event make charges for retrieving any such papers or for providing copies thereof. We do not accept any responsibility for reviewing such documents or for recording or advising clients of important dates relating to them, for example: rent review or break clause or termination notice dates. Completed files will be stored for six years but in most cases will be destroyed after that period without notice.

14 Exclusions and Limitations on Liability

- 14.1 No liability for loss (including, but not limited to, damages, costs and interest, whether direct, indirect or consequential) to clients or other parties, whether in contract, tort (including negligence) or otherwise will be accepted in relation to any single matter or any group of connected matters which may be aggregated by our insurers in the absence of specific written agreement to the contrary referring to this term and signed by two partners on behalf of Wollastons LLP in excess of either:
- 14.1.1 the amount specified in the Terms of Engagement letter; or, if no such amount is specified
- 14.1.2 the minimum amount of professional indemnity insurance cover required by The Solicitors Regulation Authority for limited liability partnerships from time to time (currently £3,000,000).
- These limits are considered by us and by you to be reasonable taking into account the level of our fees and the nature of the work to be carried out and the cost and availability of professional indemnity insurance and its long term sustainability.
- 14.2 The amount of any liability which we may have is to be reduced so far as may be appropriate to take account of the degree of responsibility which any other professional or other advisers whom you have consulted may have in relation to the matter as if we had successfully claimed contribution from them under the Civil Liability (Contribution) Act 1978 taking no regard for any limitation agreed between you and any such adviser, and on the assumption that they had the resources to meet the same, provided that we shall not be obliged to make or pursue any such claim for contribution. Nothing herein shall be interpreted as fettering the discretion of the Court under the Civil Liability (Contribution) Act 1978.
- 14.3 No liability whatsoever will be accepted in relation to any loss, damage or liability whatsoever caused directly or indirectly to any party other than the client for whom we have agreed to act in connection with the relevant matter. No third party shall have any right to enforce the Contract or to rely upon any advice given or opinion expressed by us or on our behalf. The application of any legislation conferring on third parties contractual or other rights, including the Contract (Rights of Third Parties Act) 1999 shall be excluded insofar as permitted by law save insofar as it might apply for the benefit of any member, agent or employee of Wollastons LLP or its subsidiary Wollastons Legal Services Ltd.
- 14.4 In any event, no liability whatsoever will be accepted where such liability either arises from any instructions or information given by you or by any third party being incomplete, inaccurate or incorrect; or where such liability is for any indirect, economic or consequential loss or damage, costs, expenses or other claims for consequential compensation whatsoever or howsoever caused which arise out of or in connection with the services provided by us or for loss of profit, loss of business, loss of data, depletion of goodwill or loss occurring in the normal course of business or otherwise.
- 14.5 You agree that your relationship is solely with Wollastons LLP as the entity contracting to provide services to you and not with any individual representative, member, agent or employee of Wollastons LLP and that no such person personally owes or will owe to you any duty of care.
- 14.6 You agree that you will not bring any claim or proceedings of any nature (whether in contract, tort, or otherwise, and including but not limited to a claim for negligence) against any representative, member, agent or employee of Wollastons LLP or its subsidiary Wollastons Legal Services Ltd in respect of or in connection with services provided to you under the Contract or otherwise.
- 14.7 The limitations in these Terms of Business will apply notwithstanding any express or implied term of business or any collateral agreement or warranty, whether express or implied.
- 14.8 Various searches carried out by us (at, for example, but without limitation, the Register of Companies, the UK Patent Office, the Land Registry, the Central Winding Up Registry) are carried out online using recognised providers. We accept no responsibility or liability arising from reliance upon the results of such searches, if they should subsequently be found to be inaccurate or incomplete.
- 14.9 Nothing in these Terms of Business excludes or limits our liability for: death or personal injury caused by our negligence; fraud or fraudulent misrepresentation; reckless disregard of professional obligations; or any matter for which it would be illegal for us to exclude or to attempt to exclude our liability.

15 Financial Services

We are not authorised by the Financial Services Authority of England. However, we are included on the Exempt Professional Firms Register maintained by the Financial Services 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 Law Society of England and Wales. The register can be accessed via the Financial Services Authority Web site at: www.fsa.gov.uk.

16 Force majeure

We will not be liable for any loss or damage arising as a direct or indirect result of the provision of services being prevented, hindered, delayed or rendered uneconomic by reason of circumstances beyond our control, including but not limited to Act of God, government action, war, riot, acts of terrorism, strike, lock out, trade dispute or labour disturbance, accident, breakdown of machinery, fire, flood, storm or difficulty or increased expense in obtaining information or services of any description.

17 General

- 17.1 Failure or delay by us in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of our rights under the Contract
- 17.2 Any waiver by us of any breach or of any default under any provision of the Contract by the Client shall not be deemed to be a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.
- 17.3 If any provision of the Contract is held by any court or other competent authority to be void or unenforceable in whole or in part, the Contract shall continue to be valid as to the other provisions thereof and as to the remainder of the affected provision together with whatever modifications as shall be necessary to render the same enforceable.
- 17.4 English law shall be the applicable law and the English Courts shall have sole jurisdiction in the case of any dispute.