

TERMS OF BUSINESS

1. Responsibilities

- 1.1. Our responsibilities include advising you on the law, following your instructions, reviewing your matter regularly, and discussing with you whether the potential outcomes justify the expense and risks involved with your matter.
- 1.2. You need to provide us with clear and timely instructions, the information and documents required for us to do our work, and funds required.

2. Email

- 2.1. By signing these Terms and unless you notify us otherwise in writing, you agree to us communicating with you, including sending bills and other confidential information, by normal, unencrypted email, using the email address(es) you have given us from time to time. You should be aware that there is a risk that emails (in particular when unencrypted) may be intercepted, delayed or corrupted or may fail to be delivered.
- 2.2. We make reasonable attempts to exclude from our emails any virus or other defect that might harm a computer or IT system. You undertake to act likewise with any electronic communications you send to us. Neither you nor we shall have any liability to each other in respect of any claim or loss arising in connection with such a virus or defect in an electronic communication other than where such claim or loss arises from bad faith or wilful default.

3. Sending You Information

We may from time to time send you information which we think might be of interest to you (for example about legal developments or our other services). By signing these Terms you consent to such. If you do not wish to receive that information in future please notify our office in writing.

4. Payment

- 4.1. It is a condition of our retainer that all bills, interim and final, are paid within one month. If a bill is not paid in full within that period we may charge you interest on any amount outstanding from the due date until the date the bill is paid at the rate of interest prescribed for judgments from time to time. In the case of commercial debts we reserve the right to claim interest and recovery costs pursuant to the

Late Payment of Commercial Debts (Interest) Act 1998, and any subsequent legislation.

- 4.2. Where an account is overdue we are entitled to retain any files and documents belonging to you which are in our possession until our account is settled. We also reserve the right to cease working on this and any other matters on which we are acting for you.
- 4.3. In some cases, and particularly when litigation is involved or when we may need to incur substantial expense on your behalf we may require you to provide a payment on account of the future likely costs and disbursements.
- 4.4. If instructions for a piece of work are given by more than one person or company, we may recover our fees, disbursements and Value Added Tax from any one or more of them. This includes situations where one person or company instructs us on behalf of another.
- 4.5. If arrangements are made for a third party to pay any of our fees or disbursements, or a court orders a third party to pay any part of our fees or disbursements, you remain liable to pay them to the extent that the third party does not pay them when due.

5. Costs

- 5.1. Unless we have agreed otherwise, our charges will be based on the time spent on your matter, applying our hourly charging rates as applicable from time to time.
- 5.2. We reserve the right to charge separately for photocopying, printing, telephone calls, faxes, electronic funds transfers, catering and other support services, and travel, courier and other incidental expenses.
- 5.3. Where applicable, we will charge VAT on our charges and expenses.

6. Changes to Charge-Out Rates

- 6.1. Our hourly charge-out rates are reviewed annually. We will notify you of the rates if they change and you will then be bound by them. If you do not accept the new rates after review, we reserve the right not to continue acting for you.

7. Costs Estimates and Arrangements

- 7.1. Any costs estimate we give at any time is a guide to assist you in budgeting. It is not intended to be fixed, unless that is specifically agreed in writing.
- 7.2. Any fixed fee, capped fee or other fee arrangement we agree with you, or any costs estimate we give you, is based on the scope of the work anticipated and our assumptions about the matter at the time it is agreed or given. If the scope of the work changes or the assumptions change it will no longer apply. In that case we will discuss a revised fee arrangement or estimate with you.

8. Billing

- 8.1. Unless agreed to the contrary we will normally bill monthly for the work performed to date together with any disbursements we have incurred on your behalf.

9. Contentious Matters

- 9.1. You will be responsible to us for our fees and disbursements regardless of any order obtained for payment of your costs by another party. Our costs are likely to exceed the sum which you could recover from any other party to the proceedings. You should also bear in mind that you may be ordered to pay the costs of the other party.

10. Cash

- 10.1. We are normally only able to accept cash up to a limit of £1,000 in any 28 day period. If clients circumvent this policy by depositing cash direct with our bank we reserve the right to charge for any additional checks we deem necessary regarding the source of the funds.

11. Ending Our Services

- 11.1. You may end your instructions to us at any time by letting us know in writing.
- 11.2. We may decide to stop acting for you only with good reason, for example, if you do not provide us with funds on account or there is a conflict of interest. We will give you reasonable notice if we decide to stop acting for you. If we do have to stop acting for you we will explain your options for pursuing the matter, and will work with you to minimise disruption to your matter.
- 11.3. However if we stop acting for any reason you will be required to pay for the expenses we have incurred

and for the work we have done, even if the original agreement or understanding had been that we would only bill you on completion of the matter.

12. Interest On Funds We Hold For You

- 12.1. We will normally credit you with interest on any funds we hold in our client account on your behalf. Our policy on the payment of interest is as follows.
- 12.2. Interest will accrue at the rate payable by our bank on instant access deposits. This may be less than the rate at which you could have invested the money yourself.
- 12.3. We will credit you with interest if the amount of interest involved is more than £20.
- 12.4. If we hold sums of money for you in relation to different matters we will normally treat the money relating to each of the different matters separately.
- 12.5. We will not account for interest on money held for the payment of a professional disbursement, once the intended recipient has requested a delay in settlement.

13. Joint Clients

- 13.1. If we are instructed by joint clients then all clients are jointly and severally liable for our fees, notwithstanding any agreement between you as to how you will share the costs. This means that we will be able to look to one client only or to each of our clients to pay the whole of or any balance of any unpaid fees.
- 13.2. Instructions are understood to be for the purposes of all of those instructing us. We will act on instructions from any one of those clients unless you instruct us otherwise. Liability to pay our costs is joint (all the clients together) and several (each may be liable for the whole amount).
- 13.3. If instructions are given on behalf of a client, we are entitled to assume that the person giving the instructions has lawful authority to instruct us. If not, then that person will be liable to us as if they were our client.

14. Your Documents

- 14.1. After the end of the relevant matter please let us know if you would like us to send your file of papers to you. Otherwise we will keep our file of your papers in storage. We will normally destroy it six years after the date of the final bill we send to you

for the matter without further reference to you, and by agreeing to these terms you authorise us so to do. We will not destroy documents you ask us to hold in safe custody, such as deeds, wills and other important original documents. Electronic documents may be held indefinitely.

14.2. We will take care of your deeds, documents and other papers as long as they remain in our possession. However should any of them be lost or damaged as a result of events beyond our reasonable control we will not be liable for their replacement or for any resultant loss.

14.3. If we retrieve papers or documents from storage in relation to continuing or new instructions to act for you we will not normally charge for such retrieval. However we may charge you for time spent retrieving, reading, copying or working on such papers where that is to comply with your instructions in relation to the retrieved papers.

15. Limitations on our Liability

15.1. We limit our liability to you for claims for breach of contract, breach of duty, negligence and for claims otherwise arising out of or in connection with our engagement or the services we provide, in the ways described below.

15.2. If the work we are carrying out for you is a 'reserved activity' (this will be detailed in the accompanying letter accompanying these Terms of Business) then our liability to you shall be limited to £3 million or such higher amount as is set out in the letter. If the activity is a 'non-reserved service' then our liability to you shall be limited to twice the amount of our gross fee for the work concerned.

15.3. This liability cap will apply to our aggregate liability to you together with any associated party for whom you are acting as agent in relation to the relevant matter on any basis.

15.4. *Proportional liability*

In addition to the other limitations in this document, where we and/or third parties are responsible for any loss suffered by you, our liability for that loss will be limited to a fair proportion of your total loss calculated by reference to the extent of our responsibility. If you have engaged others to represent or advise you on a matter in which we are involved and you agree with any of them that their liability to you will be limited, in order that our position is not adversely affected by any such limitation of their liability, you agree that our liability

to you will not exceed the amount which would have applied in the absence of that limitation.

15.5. *Third party liability*

If you start proceedings against us for loss or damage and there is another person (for example, another adviser) who is liable (or potentially liable) to you in respect of the same loss or damage, then you will (if we so request) join them into the proceedings. This is subject to any legal prohibition against your joining them in that way.

15.6. *No claim against individual employees/partners*

We have an interest in limiting the personal liability of employees, consultants and partners. Accordingly you agree that you will not bring any claim against any individual employee, consultant or partner in respect of losses which you suffer or incur, arising out of or in connection with our engagement or the services we provide. The provisions of this paragraph will not limit or exclude the firm's liability for the acts or omissions of our employees, consultants or partners.

15.7. The provisions of the above paragraph are intended for the benefit of our employees, consultants and partners but the terms of our engagement may be varied without the consent of all or any of those persons.

15.8. *Limitation on exclusions*

The above exclusions and limitations will not operate to exclude or limit any liability which cannot lawfully be limited or excluded. In particular they do not limit liability for fraud, nor for causing death or personal injury by negligence, nor for negligence in contentious business, insofar as the Solicitors Act 1974 s 60(5) precludes the exclusion of such liability.

16. Any Concerns

16.1. As explained in our accompanying engagement letter, if you are not happy with our service or the bill, we hope to be able to resolve the matter to your satisfaction. Details of our complaints procedure are available on request.

16.2. However if you are not satisfied with our handling of your complaint you may be able to ask the Legal Ombudsman (address: PO Box 6806, Wolverhampton WV1 9WJ, Website: www.legalombudsman.org.uk , Telephone: 0300 555 0333) to consider your complaint.

16.3. Normally, you will need to bring a complaint to the Legal Ombudsman within six months of receiving a final written response from us about your complaint, and you normally need to exhaust our complaints procedure first.

16.4. Note that the Legal Ombudsman service cannot be used by businesses or most other organisations, unless they are below certain size limits.

16.5. As well as your right to complain about any of our bills under our complaints procedure, you can also apply for the bill to be assessed by the court under Part III of the Solicitors Act 1974, in which case the Legal Ombudsman may not consider your complaint.

17. Third Parties

Our advice is for your benefit only. Save as expressly set out, our agreement with you is not intended to confer rights on any third parties whether pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise.

18. Investment and Insurance Advice

18.1. Jamieson Alexander is not authorised by the Financial Services Authority ("FSA"). We are regulated by the Solicitors Regulation Authority ("SRA"), which is the independent regulatory arm of the Law Society of England and Wales. If you are unhappy with any investment advice or insurance advice you receive from us you should raise your concerns with the SRA.

18.2. Financial Services and Markets Act ("FSMA")

If while we are acting for you, you need advice on investments we may have to refer you to someone who is authorised to provide the necessary advice. However we may provide some limited investment advice services where these are closely linked to the legal work we are doing for you. This is because we are regulated by the SRA, which is a designated professional body for the purposes of the FSMA.

18.3. Our role in any transaction is that of legal adviser and it is not part of our function to give advice on the merits of any transaction in investments. When providing our services we will assume that you have decided or will decide to negotiate or enter into any such transaction solely on the advice you may receive from a person authorised under the FSMA. No communication from us is intended or should be construed as an invitation or inducement to you or to anyone else to engage in investment activity.

18.4. Insurance mediation

Although we are not authorised by the FSA we are included on the register of exempt professional firms maintained by the FSA so that we can carry on insurance mediation activity, which is broadly the advising on, selling and administration of insurance contracts. The register can be accessed via the FSA website at www.fsa.gov.uk/register.

19. Distance Selling Regulations

If we have not yet met you and you are an individual acting for purposes which are outside your business, the Consumer Protection (Distance Selling) Regulations 2000 apply to our agreement with you. That means that you have the right to cancel our engagement without charge at any time within seven working days of your acceptance of our engagement terms. If you wish to do so you must inform us of your decision to cancel in writing. Your right to cancel our engagement will not apply if you agree to us beginning work in relation to your instructions during the relevant cancellation period.

20. Governing Law and Jurisdiction

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by the law of England and Wales, and the Courts of England and Wales shall have exclusive jurisdiction over any such dispute or claim.

21. Payment

If an account remains unpaid and we commence legal proceedings against you in order to recover the sums you owe us then we will be entitled to recover from you the legal costs that we incur in connection with those proceedings at our standard hourly rates, together with all disbursements (including fees of counsel and any other lawyers engaged by us in our attempts to recover payment from you).

22. Your Affiliates

Our client is only the person or entity designated in our engagement letter, and not its affiliates (whether shareholders, parent, subsidiaries, partners, members, directors, officers or otherwise). Accordingly for conflict of interest purposes, we may represent another client with interests adverse to your affiliates. Our engagement for you does not create any rights in or liabilities to any of your affiliates.

23. **International Work**

Where advice or assistance is required in other jurisdictions, or in areas of law in which we do not practise, we will discuss with you the selection of appropriate advisers and will engage them as agent on your behalf. You will be directly liable to them for their fees and expenses in accordance with the terms agreed with them. Unless otherwise agreed, our advice will relate to English law only.

24. **Termination of Services**

24.1. Our lawyer-client relationship will be considered terminated upon our completion of the specific services that you have retained us to perform, or if open-ended services are to be provided, when more than six months have elapsed from the last time we furnished any billable services to you.

24.2. The fact that we may inform you from time to time of developments in the law which may be of interest to you, by e-mail, newsletter or otherwise, should not be understood as a revival of a lawyer-client relationship. We have no obligation to inform you of such developments in the law unless we are specifically engaged to do so.

25. **Force Majeure**

We shall not be liable to you if we are unable to perform our services as a result of any cause beyond our reasonable control.

26. **Monies Held In Our Client Account**

We will not be liable to repay any money that we hold for you in our client account at Barclays Bank PLC (or any other commercial bank used) which is lost as a result of a failure of the bank.

27. **Severability**

If any provision in these terms of engagement or our accompanying letter is or becomes invalid, illegal or unenforceable then it shall, to the extent required, be severed and shall be ineffective and the validity of the remaining provisions shall not be affected in any way.

28. **Hours of business**

The normal hours of opening of our offices are between 9am and 6pm on weekdays. Messages can be left by voicemail or email outside those hours and appointments can be arranged at other times when necessary.

29. **Money Laundering**

We are professionally and legally obliged to keep your affairs confidential. However, solicitors may be required by statute to make a disclosure to the Serious Organised Crime Agency where they know or suspect that a transaction may involve money laundering or terrorist financing. If we make a disclosure in relation to your matter, we may not be able to tell you that a disclosure has been made. We may have to stop working on your matter for a period of time and may not be able to tell you why.

30. **Equality and Diversity**

Jamieson Alexander is committed to promoting equality and diversity in all of our dealings with clients, third parties and employees. Please contact us if you would like a copy of our equality and diversity policy.

31. **Mortgage Fraud**

If we are also acting for your proposed lender in this transaction, we have a duty fully to reveal to your lender all relevant facts about the purchase and mortgage. That includes any differences between the mortgage application and information we receive during the transaction and any cash back payments or discount schemes that a seller is giving you.

32. **Professional Indemnity Insurance**

Under the SRA Indemnity Insurance Rules we are required to take out and maintain qualifying insurance. Details of our insurance are available on request.

33. **Outsourcing**

Sometimes we ask other companies or people to do typing/photocopying/other work on our files to ensure this is done promptly. We will always seek a confidentiality agreement with these outsourced providers.